

REGULAR MEETING OF THE MADERA CITY COUNCIL

205 W. 4th Street, Madera, California 93637

NOTICE AND AGENDA

Wednesday, April 19, 2023
6:00 p.m.

Council Chambers
City Hall

The Madera City Council meetings are open to the public. This meeting will also be available for public viewing and participation through Zoom. Members of the public may also observe the live streamed meeting on the City's website at www.madera.gov/live. Members of the public may comment on agenda items at the meeting or remotely through an electronic meeting via phone by dialing (669) 900-6833 enter ID: 869 3519 7956#. Comments will also be accepted via email at citycouncilpubliccomment@madera.gov or by regular mail at 205 W. 4th Street, Madera, CA 93637.

CALL TO ORDER:

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

INVOCATION: Councilmember Anita Evans

PLEDGE OF ALLEGIANCE:

APPROVAL OF AGENDA:

PUBLIC COMMENT:

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

WRITTEN COMMUNICATIONS: None

- PRESENTATIONS:**
1. Proclamation Recognizing April as National Community College Month
 2. Proclamation Recognizing April 23 – April 29, 2023 as Crime Victims’ Rights Week
 3. Proclamation Recognizing April as Volunteer Month

INTRODUCTIONS: None

A. WORKSHOP: None

B. CONSENT CALENDAR:

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

B-1 Minutes – February 15, 2023, March 1, 2023, and March 20, 2023

Recommendation: Approve the City Council Minutes of February 15, 2023, March 1, 2023, and March 20, 2023 (Report by Alicia Gonzales)

B-2 Informational Report on Register of Audited Demands

Recommendation: Review Register of Audited Demands Report for March 25, 2023 to April 7, 2023 (Report by Anthony Forestiere)

B-3 Informational Report on Personnel Activity

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

B-4 Informational Report on Contract City Attorney Services and Litigation Expenditures

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

B-5 Local State of Emergency Related to the Closure of Madera Community Hospital

Recommendation: Adopt a Resolution Continuing to Support Madera County’s Proclamation of a Local Emergency due to the Closure of Madera Community Hospital for 30 days (Report by Arnaldo Rodriguez)

B-6 Letter of Support for Assembly Bill 412 as Introduced by Assemblywoman Esmeralda Soria

Recommendation: This report is submitted for informational purposes only, and no action is requested from City Council (Council) at this time (Report by Arnaldo Rodriguez)

B-7 Facility Use Agreements with Madera Unified School District

Recommendation: Adopt a Resolution Authorizing the City Manager to Execute No-fee Facility Use Agreements for City’s Use of Madera Unified School District Facilities (Report by Wendy Silva)

B-8 Adoption of Updated City of Madera Full Time Salary Schedule

Recommendation: Adopt a Resolution Approving the Revised City of Madera Full Time Salary Schedule Reflecting a Two Percent Cost-of-Living Adjustment for the City Manager Job Classification (Report by Wendy Silva)

B-9 Second Reading and Adoption of an Ordinance Repealing Outdated Section 10-3.419 of the Madera Municipal Code, Telecommunications, Towers, Antennas and Structures (OTA 2022-02)

Recommendation: Waive the Full Reading and Adopt a Regulatory Ordinance (i) Repealing Section 10-3.419 of Title X, Chapter 3 of the Madera Municipal Code Relating to Telecommunications Towers, Antennas and Structures and (ii) finding the Ordinance is not a project subject to the California Environmental Quality Act (CEQA) Pursuant to CEQA Guidelines Section 15378, and Alternatively, Exempt from CEQA under CEQA Guidelines Section 15061(b)(3) (Common Sense) (Report by Will Tackett)

B-10 California Automated Permit Processing (CalAPP) Program Grant Application

Recommendation: Adopt a Resolution Authorizing Submission of the Grant Application to the California Energy Commission (Report by Will Tackett)

C. PUBLIC HEARINGS:

C-1 Adoption of the 2022 California Building, Plumbing, Mechanical, Electrical, Fire, Residential, Energy, and Green Building Standards Codes.

Recommendation: Conduct a Public Hearing, Waive Full Reading, and Introduce an Ordinance of the City Council of the City of Madera Adopting the 2022 California Building, Plumbing, Mechanical, Electrical, Fire, Residential, Energy, and Green Building Standards Codes, including Appendix P of the California Building Code and Appendix Z of the California Residential Code, by Repealing Chapter 1 of Title IX, and Adding Chapter 1 of Title IX of the Madera Municipal Code Ordinance, with the Associated CEQA Findings (Report by Will Tackett)

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

D-1 McNally Park Amenities and Play Equipment Purchases

Recommendation: Adopt a Resolution Approving a Cooperative Purchase Agreement with Superior International Industries for McNally Park Amenities and Play Equipment in the Amount of \$213,123.18 (Report by Joseph Hebert)

D-2 Request to Waive Rental Fees for Rotary Park for the Farmers Market between June 1, 2023 – September 14, 2023

Recommendation: Adopt a Resolution Waiving the Rental Fees of Rotary Park Relating to the Farmers Market 2023 Summer Season in the Amount of \$2,040 for 16 Events (Report by Joseph Hebert)

D-3 Rescind Resolution No. 23-05 with a Revision to Amend and Reapportion \$788,703 of the Remaining PTMISEA Grant Funds to the Required Correction Action Plan (CAP) for Eligible Capital Projects within the City Transit and Fleet Maintenance Section

Recommendation: Adopt a Resolution:

- 1) Approving the Amendment to Rescind Resolution No 23-05: and

- 2) Approving the Submission of a CAP to the Department of Transportation (DOT) to Reappropriate \$788,703 of the Remaining \$868,703 PTMISEA Funds for other Eligible Capital Projects Within the City Transit and Fleet Maintenance Section; and
- 3) Approving the Retention of \$80,000 for the Completion of Necessary Improvements to the Madera Transit Center (Report by Anthony Forestiere)

D-4 Madera Transit Plan – Fixed Route System Revision

Recommendation: Adopt a Resolution Approving the Revision of the City’s Transit (Madera Metro) Fixed Route System (Report by Anthony Forestiere)

D-5 Declaration of Surplus Property and Approval of Piggyback Purchase Agreement for Paint Striping Truck

Recommendation: Adopt a Resolution Declaring the City’s Paint Striper as Surplus and Authorizing its Use as a Trade-in for a New Unit, and Approving Piggybacking off of Sourcewell Contract No. 080521-EZL for a net cost of \$229,039 (Report by Jamie Hickman)

D-6 Public Hearing relating to the formation of Underground Utility District No. 20 located at Yosemite Avenue and Elm Street

Recommendation: Staff recommends that the City Council (Council):

- 1) Conduct the Public Hearing;
- 2) Find that Underground Utility District No. 20 is Exempt from CEQA Analysis under Class 2 Categorical Exemptions, California Code of Regulations, Title 14, Division 6, Chapter 3, Section 15302.d; and
- 3) Adopt a Resolution Making Findings of Public Necessity, Health, Safety, and Welfare and Establishing Underground Utility District No. 20 in Designated Real Property between Yosemite Avenue and Elm Street (Report by Keith Helmuth)

E. ADMINISTRATIVE REPORTS:

E-1 Emergency Repairs to Avenue 13 Sewer Trunk Main at Granada Drive – Update #6

Recommendation: This report is submitted for informational purposes only and there is no action requested from the City Council (Council) at this time (Report by Keith Helmuth)

E-2 Informational Report Regarding Senate Bill 227

Recommendation: This report is submitted for informational purposes only, and no action is requested from City Council (Council) at this time (Report by Arnoldo Rodriguez)

F. COUNCILMEMBER REPORTS/ANNOUNCEMENTS/FUTURE AGENDA ITEMS:

This portion of the meeting is reserved for the Mayor and Councilmembers (i) to make brief reports on boards, committees, and other public agencies, and at public events, (ii) to request updates, (iii) to initiate future agenda items., and (iv) to take action on matters initiated under

this section of the agenda. Under this section the Council may take action only on items specifically agendized and which meet other requirements for action.

G. CLOSED SESSION: None

ADJOURNMENT:

UPCOMING MEETING DATES:

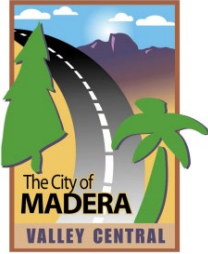
- Wednesday, May 3, 2023
- Wednesday, May 17, 2023

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- The meeting room is accessible to the physically disabled. Requests for accommodations for persons with disabilities such as signing services, assistive listening devices, or alternative format agendas and reports needed to assist participation in this public meeting may be made by calling the City Clerk's Office at (559) 661-5405 or emailing cityclerkinfo@madera.gov . Those who are hearing impaired may call 711 or 1-800-735-2929 for TTY Relay Service. Requests should be made as soon as practicable as additional time may be required for the City to arrange or provide the requested accommodation. Requests may also be delivered/mailed to: City of Madera, Attn: City Clerk, 205 W. 4th Street, Madera, CA 93637. At least seventy-two (72) hours' notice prior to the meeting is requested but not required. When making a request, please provide sufficient detail that the City may evaluate the nature of the request and available accommodations to support meeting participation. Please also provide appropriate contact information should the City need to engage in an interactive discussion regarding the requested accommodation.
 - The services of a translator can be made available. Please contact the City Clerk's Office at (559) 661-5405 or emailing cityclerkinfo@madera.gov to request translation services for this meeting. Those who are hearing impaired may call 711 or 1-800-735-2929 for TTY Relay Service. Requests should be submitted in advance of the meeting to allow the City sufficient time to provide or arrange for the requested services. At least seventy-two (72) hours' notice prior to the meeting is requested but not required.
 - Please silence or turn off cell phones and electronic devices while the meeting is in session.
 - Regular meetings of the Madera City Council are held the 1st and 3rd Wednesday of each month at 6:00 p.m. in the Council Chambers at City Hall.
 - 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 .
 - 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 April 19, 2023, near the front entrances of City Hall and on the City's website www.madera.gov at 8:00 p.m. on April 13, 2023.



Alicia Gonzales, City Clerk



Item:	B-1
Minutes for:	03/01/2023
Adopted:	04/19/2023

Minutes of a Regular Meeting of the Madera City Council

March 1, 2023
6:00 p.m.

Council Chambers
City Hall

The Madera City Council meetings are open to the public. This meeting will also be available for public viewing and participation through Zoom. Members of the public may also observe the live streamed meeting on the City's website at www.madera.gov/live. Members of the public may comment on agenda items at the meeting or remotely through an electronic meeting via phone by dialing (669) 900-6833 enter ID: 853 5557 9778#. Comments will also be accepted via email at citycouncilpubliccomment@madera.gov or by regular mail at 205 W. 4th Street, Madera, CA 93637.

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

ROLL CALL:

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

Others present were City Manager Arnoldo Rodriguez, City Clerk Alicia Gonzales, City Attorney Hilda Cantu Montoy, City Engineer Keith Helmuth, Community Development Director Will Tackett, Fire Battalion Chief Ralph Duran, Grants Administrator Marcela Zuniga, Director of Human Resources Wendy Silva, IS Manager Mark Souders, Director of Parks and Community Services Joseph Hebert, Chief of Police Dino Lawson, Interim Public Works Director Jamie Hickman, Deputy City Engineer Ellen Bitter, Deputy City Engineer Randy Bell, Senior Civil Engineer Steve Bettencourt, Financial Services Manager Anthony Forestiere and Police Officer II Michael Powell.

INVOCATION: Pastor Marc Unger, First Baptist Church of Madera

PLEDGE OF ALLEGIANCE: Mayor Pro Tem Mejia

APPROVAL OF AGENDA:

ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY COUNCILMEMBER VILLEGAS, THE AGENDA WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

THE MOTION PASSED WITH THE FOLLOWING VOTE:

**YES: 7 – COUNCILMEMBER GALLEGOS
COUNCILMEMBER RODRIGUEZ
COUNCILMEMBER MONTES
COUNCILMEMBER EVANS**

**MAYOR PRO TEM MEJIA
COUNCILMEMBER VILLEGAS
MAYOR GARCIA**

PUBLIC COMMENT:

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

Nick Salinas, a member of the MORES Board stated that County Supervisor Rob Poythress had wanted to attend this evening's meeting but was in Sacramento on County business. Mr. Salinas stated that the Esperanza Village housing project would soon be exiting the Construction Financing phase and transitioning into the permanent financing structure. They will be realizing a total estimated cost savings of \$945,000 and those monies will be returned to the City of Madera for allocation into the City of Madera Housing Element. The projected close date for getting documents recorded and the title updated is the end of this month. Mr. Salinas thanked the City Council for their service and partnership and hoped there would be many others in the future.

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

WRITTEN COMMUNICATIONS: None

PRESENTATIONS:

1. Proclamation Recognizing March as Red Cross Month
2. Downtown Madera Arts District – Rochelle Noblett
3. Certificate Recognizing the DiCicco's Restaurant 50th Anniversary in the City of Madera

INTRODUCTIONS:

None

A. WORKSHOP:

None

B. CONSENT CALENDAR:

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

ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY COUNCILMEMBER GALLEGOS, THE CONSENT CALENDAR WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

THE MOTION PASSED WITH THE FOLLOWING VOTE:

YES: 7 -
COUNCILMEMBER GALLEGOS
COUNCILMEMBER RODRIGUEZ
COUNCILMEMBER MONTES
COUNCILMEMBER EVANS
MAYOR PRO TEM MEJIA

**COUNCILMEMBER VILLEGAS
MAYOR GARCIA**

B-1 Minutes – December 7, 2022, December 21, 2022

Recommendation: Approve the City Council Minutes of December 7, 2022 and December 21, 2022 (Report by Alicia Gonzales)

B-2 Informational Report on Register of Audited Demands

Recommendation: Review Register of Audited Demands Report for February 4, 2023 to February 17, 2023 (Report by Anthony Forestiere)

B-3 Adoption of COVID-19 Prevention Procedures

Recommendation: Adopt a Minute Order Approving Administrative Policy 45.1: COVID-19 Prevention Procedures (Report by Wendy Silva)

B-4 Second Amendment to Agreement with Carollo Engineers for Professional Engineering Design Services for a Water Storage Tank, Pump Station, and Transmission Main

Recommendation: Adopt a Resolution Approving Amendment No. 2 to the Consulting Services Agreement with Carollo Engineers for Professional Engineering Design Services for a Water Storage Tank, Pump Station, and Transmission Main to extend the Agreement including an updated fee schedule (Report by Keith Helmuth)

RES 23-18 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING AMENDMENT NO. 2 TO AGREEMENT WITH CAROLLO ENGINEERS, INC. FOR PROFESSIONAL ENGINEERING DESIGN SERVICES FOR A WATER STORAGE TANK, PUMP STATION, AND TRANSMISSION MAIN FOR THE CITY OF MADERA

B-5 Acceptance of an Officer Wellness and Mental Health Grant Award from the Board of State and Community Corrections

Recommendation: Adopt a Resolution Accepting the Grant Award in the amount of \$40,720.79 (Report by Dino Lawson)

RES 23-19 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, ACCEPTING GRANT AWARD FROM THE BOARD OF STATE AND COMMUNITY CORRECTIONS IN THE AMOUNT OF \$40,720.79

B-6 City of Madera 2022 Transit Asset Management (TAM) Plan

Recommendation: Adopt a Resolution Approving the City of Madera 2022 Transit Asset Management (TAM) Plan (Report by Anthony Forestiere)

RES 23-20 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA ADOPTING THE 2022 CITY OF MADERA TRANSIT ASSET MANAGEMENT (TAM) PLAN UPDATE

C. PUBLIC HEARINGS: None

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

D-1 Contract Award for 2023 Water Meter Installation Project

Recommendation: Adopt a Resolution Approving the Contract Award for the 2023 Water Meter Project, City Project No. W-31 (Project) in the Amount of \$923,465 to West Valley Construction Company, Inc. (Report by Keith Helmuth)

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

THE MOTION PASSED WITH THE FOLLOWING VOTE:

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

RES 23-21 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING THE CONTRACT AWARD FOR THE 2023 WATER METER PROJECT, CITY PROJECT NO. W-31 IN THE AMOUNT OF \$923,456.00 TO WEST VALLEY CONSTRUCTION COMPANY, INC, AND AUTHORIZING CONSTRUCTION CONTINGENCIES RELATING TO THE CONTRACT

D-2 Update on the Progress of the Madera Transit Plan and Request to Extend Phase 2 of the Current Agreement with WSP USA to add Task 6 – Network Implementation

Recommendation: Adopt a Resolution Approving the Amendment No. 1 to the Agreement with WSP USA to Include Additional Task 6 in the Amount of \$41,858.30 and Extending the Term of the Agreement to July 31, 2023 (Report by Anthony Forestiere)

ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY COUNCILMEMBER EVANS, ITEM D-2 WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

THE MOTION PASSED WITH THE FOLLOWING VOTE:

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

RES 23-22 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING AMENDMENT NO. 1 TO THE AGREEMENT WITH WSP USA FOR THE OUTREACH AND IMPLEMENTATION OF PHASE

TWO OF THE MADERA TRANSIT PLAN OF THE MADERA METRO TRANSIT SERVICE SYSTEM TO INCLUDE ADDITIONAL TASK 6 IN THE AMOUNT OF \$41,858.30 AND EXTENDING THE TERM OF THE AGREEMENT TO JULY 31, 2023

E. ADMINISTRATIVE REPORTS:

E-1 Emergency Repairs to Avenue 13 Sewer Trunk Main at Granada Drive – Update #3

Recommendation: This report is submitted for informational purposes only, and no action is requested from City Council at this time (Report by Keith Helmuth)

E-2 Yosemite Avenue Funding and Grant Application Updates

Recommendation: This report is submitted for City Council (Council) as a status update of grant applications and consideration and direction relative to funding options for the State Route 145 Yosemite Avenue as Downtown Main Street Plan (Plan) in lieu of unsuccessful grant award to be applied to the Caltrans project (Project) (Report by Keith Helmuth)

A gentleman (no name given) stated that as a property/business owner in the area if they (property/business owners) have problems with their sidewalks, they have been told to take care of it after hours or on the weekend. He asked that other issues that the Downtown Association has been working on in the downtown area are also being taken care of such as skylights, etc. City Engineer Keith Helmuth stated that this project was only for the sidewalks and not other issues.

John Barsotti asked why do they want to make sidewalks wider? City Engineer Keith Helmuth responded that wider sidewalks would enable more pedestrian traffic as well as allow businesses to use them for outside dining and placing of artwork. It would create a sense of community in the downtown area. Mr. Barsotti stated it would probably be a waste of concrete.

ON MOTION BY MAYOR GARCIA AND SECONDED BY COUNCILMEMBER RODRIGUEZ, ITEM D-2 GIVING STAFF DIRECTION TO BRING ITEM BACK ASKING THAT UP TO \$3 MILLION BE ALLOCATED TO WIDEN SIDEWALKS IN THE YOSEMITE AVENUE DOWNTOWN AREA WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

THE MOTION PASSED WITH THE FOLLOWING VOTE:

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

F. COUNCILMEMBER REPORTS/ANNOUNCEMENTS/FUTURE AGENDA ITEMS:

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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 Parks and Community Services Director Joseph Hebert for being present and thanked a local Boy Scout Troop for their commitment to attending a civic meeting. She mentioned that this week is Read Across America Week and she encouraged those in attendance and the public to read to their children, grandchildren and to volunteer to read to a local classroom.

Councilmember Montes had nothing to report.

Councilmember Rodriguez thanked Staff and City Attorney for allowing him to attend virtually while he attended a conference advocating for transportation dollars for portions of Highway 99. He also expressed his support for the revitalization of downtown Madera.

Councilmember Evans expressed her appreciation in being inducted into the African American Cultural and Historical Museum and thanked the City of Madera for attending and supporting her. She highlighted the Black History Celebration at McNally Park and thanked all the agencies that attended and for their support and service. Councilmember Evans stated that Marcela Andrews was recognized as the guest of honor for 2023.

Mayor Pro Tem Mejia mentioned the Black History Month Events taking place in Madera. She mentioned a solo-performance show by Joshua Slack, called Code Switch and her desire to bring his show to Madera. She announced that the International Women’s Day event will be hosted at Matilda Torres High School on March 9th and encouraged the public to attend.

Councilmember Villegas thanked Councilmember Evans for her involvement in the Black History Month event. He also congratulated the Santeufemia family on 50 years in business and being a part of the community.

Mayor Garcia had nothing to report.

G. CLOSED SESSION: None

ADJOURNMENT: Meeting was adjourned at 7:37 p.m.

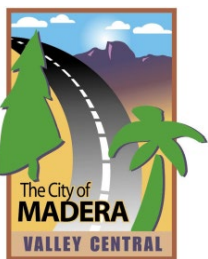
UPCOMING MEETING DATES:

- Wednesday, March 15, 2023
- Wednesday, April 5, 2023

ALICIA GONZALES, City Clerk

SANTOS GARCIA, Mayor

MINUTES PREPARED BY
ZELDA LEÓN, Deputy City Clerk



Item:	B-1
Minutes for:	02/15/2023
Adopted:	04/19/2023

Minutes of a Regular Meeting of the Madera City Council

February 15, 2023
6:00 p.m.

Council Chambers
City Hall

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

ROLL CALL:

Present: Mayor Santos Garcia
Mayor Pro Tem Elsa Mejia, District 5
Councilmember Cece Gallegos, District 1
Councilmember Jose Rodriguez, District 2 (Arrived at 6:07 p.m.)
Councilmember Steve Montes, District 3 (Arrived at 6:02 p.m.)
Councilmember Anita Evans, District 4
Councilmember Artemio Villegas, District 6

Others present were City Manager Arnoldo Rodriguez, City Clerk Alicia Gonzales, City Attorney Hilda Cantu Montoy, City Engineer Keith Helmuth, Fire Battalion Chief Ralph Duran, Grants Administrator Marcela Zuniga, Director of Human Resources Wendy Silva, IS Manager Mark Souders, Director of Parks and Community Services Joseph Hebert, Planning Manager Gary Conte, Chief of Police Dino Lawson, Interim Public Works Director Jamie Hickman, Deputy City Engineer Ellen Bitter, Deputy City Engineer Randy Bell, Administrative Analyst (Parks) Gabriela Salazar, Financial Services Manager Anthony Forestiere, Parks Supervisor Hector Sanchez and Communication Specialist Joseph Carrello.

INVOCATION: Councilmember Evans

PLEDGE OF ALLEGIANCE: Michael Pistoresi

APPROVAL OF AGENDA:

ON MOTION BY COUNCILMEMBER GALLEGOS AND SECONDED BY COUNCILMEMBER VILLEGAS, THE AGENDA WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

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

PUBLIC COMMENT:

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WRITTEN COMMUNICATIONS: None

PRESENTATIONS: None

INTRODUCTIONS: None

A. WORKSHOP: None

B. CONSENT CALENDAR:

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

ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY COUNCILMEMBER VILLEGAS, THE CONSENT CALENDAR WAS APPROVED BY A 7/0 VOTE. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

B-1 Minutes – November 16, 2022

Recommendation: Approve the City Council Minutes of November 16, 2022 (Report by Alicia Gonzales)

B-2 Informational Report on Register of Audited Demands

Recommendation: Review Register of Audited Demands Report for January 21, 2023 to February 3, 2023 (Report by Anthony Forestier)

B-3 Informational Report on Personnel Activity

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

B-4 Informational Report on Contract City Attorney Services and Litigation Expenditures

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

B-5 Community Development Block Grant (CDBG) McNally Park Project 2022-2023 Agreement

Recommendation: Adopt a Resolution Approving the City of Madera Parks Department Subrecipient Agreement for the Allocation of Funds towards McNally Park in the amount of \$609,307 (Report by Anthony Forestiere)

RES 23-12 A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A 2022/23 COMMUNITY DEVELOPMENT

BLOCK GRANT SUBRECIPIENT AGREEMENT FOR SERVICES (\$609,307)
WITH CITY OF MADERA, PARKS & COMMUNITY SERVICES

B-6 Rescinding Resolution 20-30 Proclaiming a Local Emergency within the City due to COVID-19

Recommendation: Adopt a Resolution Rescinding Resolution No. 20-30 Proclaiming a Local Emergency within the City due to COVID-19 (Report by Alicia Gonzales)

RES 23-13 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA RESCINDING RESOLUTION NO. 20-30 AND THEREBY TERMINATING THE PROCLAMATION OF A LOCAL EMERGENCY RELATED TO COVID-19 AND CERTAIN RELATED EMERGENCY POLICIES ISSUED BY THE DIRECTOR OF EMERGENCY SERVICES AND RATIFIED BY THE CITY COUNCIL

C. PUBLIC HEARINGS: None

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

D-1 Clean California State Beautification Program – Madera Block Wall Enhancement Project Update

Recommendation: Adopt Resolutions:

- 1) Approving Transportation Arts Agreement between the Department of Transportation (Caltrans) and the City for the Madera Block Wall Enhancement Project in the amount of \$100,000; and
- 2) Approving Memorandum of Understanding between the City and Madera County Arts Council for the Madera Block Wall Enhancement Project; and
- 3) Establishing Arts Selection Committee and Appointing Council Member to Arts Selection Committee (Report by Joseph Hebert)

Mr. Montes commented that bushes have a tendency to attract the homeless and trash. He stated that planting vines may be a better option.

DJ Becker stated that oleanders are flammable, and the smoke is toxic and hazardous.

No further public comment was presented. Public comment was closed.

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

RES 23-14 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING THE TRANSPORTATION ART AGREEMENT IN THE AMOUNT OF \$100,000 BETWEEN THE CITY AND CALTRANS

RES 23-15 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING MEMORANDUM OF UNDERSTANDING BETWEEN CITY AND THE MADERA COUNTY ARTS COUNCIL

RES 23-16 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA ESTABLISHING AN ARTS SELECTION COMMITTEE AND APPOINTING A REPRESENTATIVE COUNCIL MEMBER TO THE ARTS SELECTION COMMITTEE, AS IT PERTAINS TO THE MADERA BLOCK WALL ENHANCEMENT PROJECT

D-2 Amendment No. 1 to the Landscape Maintenance Services for the Downtown District, Certain Facilities, and Median Islands Agreement with EMTS Inc.

Recommendation: Adopt a Resolution Approving Amendment No. 1 to the Landscape Maintenance Services for the Downtown District, Certain City Facilities, and Median Islands Agreement with EMTS, Inc. (Report by Joseph Hebert)

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

RES 23-17 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE CITY OF MADERA AND EMTS INC. FOR LANDSCAPE MAINTENANCE SERVICES FOR THE DOWNTOWN DISTRICT, CERTAIN CITY FACILITIES, AND MEDIAN ISLANDS

E. ADMINISTRATIVE REPORTS:

E-1 Acceptance of the Audited Financial Statements for the Fiscal Year ended June 30, 2022

Recommendation: It is recommended City Council accept of Audited Financial Statements for Fiscal Year ended June 30, 2022 (Report by Anthony Forestiere)

E-2 Update on Temporary Barricade Along Hazel Avenue

Recommendation: This item is for informational purposes only. (Report by Jamie Hickman)

E-3 Emergency Repairs to Avenue 13 Sewer Trunk Main at Granada Drive – Update #2

Recommendation: This report is submitted for informational purposes only, and no action is requested from City Council at this time (Report by Keith Helmuth)

E-4 Yosemite Avenue Improvement Grant Opportunities

Recommendation: This report is submitted for City Council (Council) consideration of options in the pursuit of grants used to fund certain improvements presented in the State Route 145 Yosemite Avenue as Downtown Main Street Plan (Plan) (Report by Keith Helmuth)

DJ Becker of the ADA Committee spoke on behalf of having crosswalk lighting.

No further public comment was presented. Public comment was closed.

E-5 Update on Video Conferencing of Brown Act Meetings of City Council and City Boards, Commissions, and Committees

Recommendation: This is an informational report only. It summarizes that after February 28, 2023, the Council will not be able to continue to adopt Reauthorizing Resolutions to allow for videoconferencing under AB 361 for the Council and its Boards, Commissions, and Committees. It also summarizes the Brown Act Traditional Rules for

videoconferencing and new AB 2449 rules for limited videoconferencing (Report by Hilda Cantu Montoy)

E-6 City Contribution towards the Madera County Economic Development Commission (EDC) for Fiscal Year 2022/23 in the amount of \$ 181,437.86

Recommendation: The EDC recommends the City Council Adopt a Minute Order Approving the 2023/24 Basic Service Level Budget as Submitted (Report by Darren Rose, EDC Executive Director)

ON MOTION BY COUNCILMEMBER GALLEGOS AND SECONDED BY COUNCILMEMBER MONTES, ITEM E-6 WAS APPROVED BY A 7/0 VOTE. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

E-7 Consideration regarding the proposed Dolores Huerta Day a Community Event in Partnership with Madera Community College

Recommendation: This item is being brought for consideration and direction at the request of the City Council (Report by Arnolando Rodriguez)

F. COUNCILMEMBER REPORTS/ANNOUNCEMENTS/FUTURE AGENDA ITEMS:

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

Councilmember Gallegos requested support for Staff to develop a policy for City-sponsored events for the future. She highlighted the Annual Curbside Cleanup Event that begins February 20th. Councilmember Gallegos mentioned Senate Bill 1383 which requires separate disposal of organic waste and encouraged the public to request a free organic compost bin from Mid Valley Disposal.

Councilmember Montes had nothing to report.

Councilmember Rodriguez recognized Staff and the public for their attendance and participation in the meeting.

Councilmember Evans highlighted the Black History Month celebration on February 19, 2023 at McNally Park. She mentioned that the African American Historical Museum is holding their Trailblazers Awards on February 24, 2023 in which she will be honored as a 2023 Trailblazer.

Mayor Pro Tem Mejia noted an increase in mattress dumping in town, so she encouraged the public to access www.buybuymattress.com to find out ways to discard unused mattresses. She also mentioned that Madera County is hosting a "Dump Day" event on March 11, 2023 at the Fairmead Landfill.

Councilmember Villegas had nothing to report.

Mayor Garcia reported a new addition to his family; a puppy named Hercules.

G. CLOSED SESSION:

**G-1 Conference with Labor Negotiators - Pursuant to Government Code §54957.6
Agency Designated Representatives: Mayor Pro Tem Mejia and Councilmember Montes
Unrepresented Employee: City Manager**

City Attorney Hilda Cantu Montoy made the closed session announcement at 10:08 p.m.

Council returned from Closed Session at 10:39 p.m. with all members of Council present.

City Manager Arnolando Rodriguez stated there was no reportable action.

ADJOURNMENT: Meeting was adjourned at 10:30 p.m.

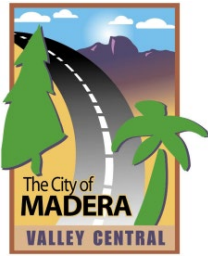
UPCOMING MEETING DATES:

- Wednesday, March 1, 2023
- Wednesday, March 15, 2023

ALICIA GONZALES, City Clerk

SANTOS GARCIA, Mayor

MINUTES PREPARED BY
ZELDA LEÓN, Deputy City Clerk



Item:	B-1
Minutes for:	03/20/2023s
Adopted:	04/19/2023

**Minutes of the Special Meeting of the Madera City Council and
Special Meeting of the Madera City Council as the Groundwater Sustainability Agency**

**March 20, 2023
6:00 p.m.**

**Council Chambers
City Hall**

The Madera City Council meetings are open to the public. This meeting will also be available for public viewing and participation through Zoom. Members of the public may also observe the live streamed meeting on the City’s website at www.madera.gov/live. Members of the public may comment on agenda items at the meeting or remotely through an electronic meeting via phone by dialing (669) 900-6833 enter ID: 852 0691 4913#. Comments will also be accepted via email at citycouncilpubliccomment@madera.gov or by regular mail at 205 W. 4th Street, Madera, CA 93637.

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

ROLL CALL:

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

Others present were City Manager Arnoldo Rodriguez, City Clerk Alicia Gonzales, City Attorney Hilda Cantu Montoy (Zoom), City Engineer Keith Helmuth, Grants Administrator Marcela Zuniga (Zoom), Financial Services Manager Anthony Forestiere, Wastewater Treatment Plant Manager Gabriel Bostan and Communication Specialist Joseph Carrello.

INVOCATION: Councilmember Evans

PLEDGE OF ALLEGIANCE: Councilmember Evans

APPROVAL OF AGENDA:

ON MOTION BY COUNCILMEMBER GALLEGOS AND SECONDED BY COUNCILMEMBER MONTES, THE AGENDA WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

PUBLIC COMMENT:

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

No Public Comment was presented. Public Comment was closed.

PRESENTATIONS: 1. Dolores Huerta Day Proclamation

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

A-1 Revised Groundwater Sustainability Plan for the Madera Subbasin

Recommendation: Approve Resolution Adopting an Amended Groundwater Sustainability Plan for the Madera Subbasin and Thereby also Approving Related First Amendment to Madera Subbasin Coordination Agreement and MOU Establishing a Domestic Well Mitigation Program for the Madera Subbasin of the San Joaquin Valley Groundwater Basin (Report by Keith Helmuth)

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

GSA RES 23-33 A RESOLUTION OF THE CITY OF MADERA AND THE CITY OF MADERA, GROUNDWATER SUSTAINABILITY AGENCY BOARD ADOPTING AN AMENDED GROUNDWATER SUSTAINABILITY PLAN FOR THE MADERA SUBBASIN AND THEREBY ALSO APPROVING RELATED FIRST AMENDMENT TO MADERA SUBBASIN COORDINATION AGREEMENT AND MOU ESTABLISHING A DOMESTIC WELL MITIGATION PROGRAM FOR THE MADERA SUBBASIN OF THE SAN JOAQUIN VALLEY GROUNDWATER BASIN

A-2 Community Action Partnership of Madera County (CAPMC) request to terminate the Community Development Block Grant (CDBG) 2021 Subrecipient Agreement for Services relating to the Rapid Rehousing Program and the request by City to reallocate the remaining grant funds (\$342,761.46) to the 2023-2024 CDBG Capital/Public Improvements funding category

Recommendation: Adopt a Resolution:

1. Approving CAPMC request to terminate the 2021 CDBG Subrecipient Agreement for Services relating to the Rapid Rehousing Program with CAPMC relating to the Rapid Rehousing Program and
2. Approving the reallocation of the remaining grant funds in the amount of \$342,761.46 to the 2023-2024 CDBG Capital/Public Improvements Allocation (Report by Anthony Forestiere)

ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY COUNCILMEMBER EVANS, ITEM A-2 WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

RES 23-33 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA AUTHORIZING THE TERMINATION OF A 2021/22 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) SUBRECIPIENT AGREEMENT FOR SERVICES (\$345,027) WITH COMMUNITY ACTION PARTNERSHIP OF MADERA COUNTY, INC AND REALLOCATE THE REMAINING GRANT FUNDS (\$342,761.46) TO THE 2023/24 CDBG CAPITAL/PUBLIC IMPROVEMNTS FUNDING CATEGORY

ADJOURNMENT: Meeting was adjourned at 6:59 p.m.

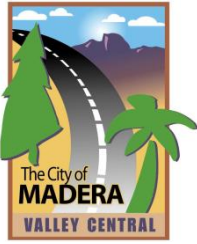
UPCOMING MEETING DATES:

- Wednesday, April 5, 2023
- Wednesday, April 19, 2023

ALICIA GONZALES, City Clerk

SANTOS GARCIA, Mayor

MINUTES PREPARED BY
ZELDA LEÓN, Deputy City Clerk



REPORT TO CITY COUNCIL

Approved by:

Anthony R. Forestiere

Department Director

Arulds Rodriguez

City Manager

Council Meeting of: April 19, 2023

Agenda Number: B-2

SUBJECT:

Informational Report on Register of Audited Demands

RECOMMENDATION:

Review Register of Audited Demands Report for March 25, 2023 to April 7, 2023

SUMMARY:

The Register of Audited Demands for the City covering obligations paid during the period of March 25, 2023 to April 7, 2023 is summarized in the following tables. Attachment A contains Warrants while Table 2 is a summary of the wire transfers.

<i>Table 1: Warrant Distribution Summary</i>		
<i>Description</i>	<i>Check #'s</i>	<i>Amount</i>
<i>General Warrants</i>	35985 – 36110	\$2,300,513.82

<i>Table 2: Wire Transfer Summary</i>		
<i>Description</i>	<i>Vendor</i>	<i>Amount</i>
<i>Payroll and Taxes</i>	Union Bank	\$611,180.29
<i>SDI</i>	EDD	\$2,080.17
<i>CalPERS Payment</i>	CalPERS	\$128,993.91

DISCUSSION:

Warrant requests are processed weekly based on the adopted Fiscal Year 2022/2023 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 2022/2023 budget.

ALTERNATIVES:

Informational only.

ATTACHMENTS:

Register of Audited Demands

CITY OF MADERA
REGISTER OF AUDITED DEMANDS FOR BANK #1 - UNION BANK GENERAL ACCOUNT

April 19, 2023

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
35985	03/27/2023	WWTP	WWTP	TERRAFORM POWER, LLC.	SOLAR ELECTRIC UTILITIES 01/23	\$ 18,143.17
35986	03/27/2023	WATER OPS	WATER OPS	FERGUSON ENTERPRISES, INC.	WB67 HYDRANT	\$ 3,669.81
35987	03/27/2023	PLANNING	PLANNING	ACRO SERVICE CORPORATION	CONSULTING SERVICES - PLANNING	\$ 1,725.00
35988	03/27/2023	PW ADMIN	COMM & REC	SERVICEMASTER BY J&C BROWN	FBSC - FLOORING STRIP & WAX	\$ 1,894.50
35988	03/27/2023	PW ADMIN	PD OPS	SERVICEMASTER BY J&C BROWN	MPD - TILE FLOORS	\$ 906.40
35989	03/27/2023	PW ADMIN	WWTP	MARIN, RICHARD	REIMBURSEMENT - CALL OUT MILEAGE	\$ 108.47
35990	03/27/2023	PD OPS	PD OPS	CALIFORNIA NARCOTIC OFFICERS ASSOC.	ASSET FORFEITURE TRAINING - BRENT CEDERQUIST	\$ 60.00
35991	03/27/2023	FINANCE	CITY MANAGER	HINDERLITER, DE LLAMAS AND ASSOCIATES	3RD QTR 22/23 CONTRACT/AUDIT SALES TAX	\$ 4,041.18
35992	03/27/2023	FIRE	MEAS K - FIRE	VAN DE POL ENTERPRISES, INC.	FUEL CDF - BULK DIESEL	\$ 2,892.35
35993	03/27/2023	GRANTS	LTF - TRANSIT	WSP USA INC.	CONSULTING SERVICES - MADERA TRANSIT	\$ 18,014.59
35994	03/27/2023	HR	HR/RISK MGT	SIJ HOLDINGS LLC	RECRUITMENT ADS	\$ 3,674.50
35995	03/27/2023	PD OPS	MEAS K - PD	SMITH, JEREMY	PER DIEM - BASIC ASSET FORFEITURE	\$ 203.50
35996	03/27/2023	FINANCE	WWTP BOND ADMIN	HAWKINGS DELAFIELD & WOOD LLP	2019 LRB FIRE - ARBITRAGE REPORT 2-2022	\$ 1,100.00
35997	03/27/2023	PD OPS	PD OPS	VIDEGAIN, ALICIA	PER DIEM - POST MGMT COURSE #23-9 SESSION 2	\$ 351.80
35998	03/27/2023	ENGINEERING	TRANS IMPACT FEE	CORNERSTONE STRUCTURAL ENGINEERING GP, INC.	B-02 DESIGN SERVICES FOR WESTBERRY BRIDGE	\$ 61,936.13
35999	03/27/2023	PARKS	RECREATION	DERRICK SANCHEZ	PER DIEM - 2023 CPRS CONNECTIONS CONF & EXPO	\$ 774.91
36000	03/27/2023	PD OPS	PD OPS	CELIA GARNICA	PER DIEM - CA ASSOC FOR PROPERTY & EVIDENCE	\$ 370.00
36001	03/27/2023	WWTP	WWTP	DELLAVALLE LABORATORY, INC.	PERMIT COMPLIANCE LAB	\$ 2,097.00
36001	03/27/2023	WATER QUALITY	WATER QUALITY	DELLAVALLE LABORATORY, INC.	WEEKLY SAMPLING	\$ 570.00
36002	03/27/2023	FINANCE	COMM & REC	AT&T	02/23 FIRSTNET SVS 9391026396	\$ 259.82
36002	03/27/2023	FINANCE	MEAS K - FIRE	AT&T	02/23 FIRSTNET SVS 9391068734	\$ 49.72
36002	03/27/2023	FINANCE	SR CITIZEN COMM	AT&T	02/23 FIRSTNET SVS 9391026403	\$ 27.45
36002	03/27/2023	FINANCE	SR CITIZEN COMM	AT&T	02/23 FIRSTNET SVS 9391026398	\$ 24.51
36002	03/27/2023	FINANCE	PD OPS	AT&T	03/23 FIRSTNET SVS 9391020514	\$ 167.43
36002	03/27/2023	FINANCE	PD OPS	AT&T	02/23 FIRSTNET SVS 9391026401	\$ 24.49
36002	03/27/2023	FINANCE	PD OPS	AT&T	02/23 FIRSTNET SVS 9391059143	\$ 2,502.21
36003	03/27/2023	WWTP	WWTP	BSK ASSOCIATES	PERMIT COMPLIANCE LAB	\$ 614.00
36004	03/27/2023	ENGINEERING	FAU CMAQ	BLAIR CHURCH & FLYNN	PROFESSIONAL ENGINEERING SERVICES	\$ 3,549.21
36004	03/27/2023	ENGINEERING	LTF - STREETS	BLAIR CHURCH & FLYNN	PROFESSIONAL ENGINEERING SERVICES	\$ 16,894.79
36004	03/27/2023	ENGINEERING	MEAS T - ENVIRO	BLAIR CHURCH & FLYNN	PROFESSIONAL ENGINEERING SERVICES	\$ 8,582.00
36005	03/27/2023	FACILITIES	CENTRAL ADMIN	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE - CITY HALL FIN	\$ 145.00
36005	03/27/2023	FACILITIES	FACILITIES MAINT	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE - PD	\$ 645.00
36005	03/27/2023	FACILITIES	FACILITIES MAINT	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE - SUI-PD	\$ 48.50
36006	03/27/2023	HR	AIRPORT OPS	CSJVRMA	4TH QUARTER DEPOSIT FY 22/23	\$ 17,598.11
36006	03/27/2023	HR	CENTRAL ADMIN	CSJVRMA	4TH QUARTER DEPOSIT FY 22/23	\$ 76,419.19
36006	03/27/2023	HR	FIRE	CSJVRMA	4TH QUARTER DEPOSIT FY 22/23	\$ 5,062.47
36006	03/27/2023	HR	FLEET MAINT	CSJVRMA	4TH QUARTER DEPOSIT FY 22/23	\$ 6,508.89

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
36006	03/27/2023	HR	INTERMODAL BLDG	CSJVRMA	4TH QUARTER DEPOSIT FY 22/23	\$ 482.14
36006	03/27/2023	HR	PARKS	CSJVRMA	4TH QUARTER DEPOSIT FY 22/23	\$ 241.07
36006	03/27/2023	HR	PAYROLL TRUST	CSJVRMA	4TH QUARTER DEPOSIT FY 22/23	\$ 352,892.00
36006	03/27/2023	HR	STREETS	CSJVRMA	4TH QUARTER DEPOSIT FY 22/23	\$ 1,446.42
36006	03/27/2023	HR	SEWER OPS	CSJVRMA	4TH QUARTER DEPOSIT FY 22/23	\$ 6,508.89
36006	03/27/2023	HR	SOLID WASTE	CSJVRMA	4TH QUARTER DEPOSIT FY 22/23	\$ 4,339.26
36006	03/27/2023	HR	STREET CLEANING	CSJVRMA	4TH QUARTER DEPOSIT FY 22/23	\$ 1,205.35
36006	03/27/2023	HR	WATER OPS	CSJVRMA	4TH QUARTER DEPOSIT FY 22/23	\$ 35,678.36
36006	03/27/2023	HR	WWTP	CSJVRMA	4TH QUARTER DEPOSIT FY 22/23	\$ 71,356.72
36006	03/27/2023	HR	PD OPS	CSJVRMA	4TH QUARTER DEPOSIT FY 22/23	\$ 14,223.13
36007	03/27/2023	GRANTS	PROP 1B PTMISEA	CREATIVE BUS SALES, INC.	2022 BRAUN VOYAGER VAN NR172360	\$ 71,573.14
36007	03/27/2023	GRANTS	PROP 1B PTMISEA	CREATIVE BUS SALES, INC.	2022 BRAUN VOYAGER VAN NR172377	\$ 71,573.14
36008	03/27/2023	FACILITIES	FACILITIES MAINT	DIAMOND COMMUNICATIONS	SECURITY ALARM MONITORING - PW	\$ 255.00
36009	03/27/2023	WATER OPS	WATER OPS	FASTENAL COMPANY	DIRT COMPACTOR	\$ 4,435.20
36010	03/27/2023	BUILDING	BUILDING	FIRE SAFETY SOLUTIONS, LLC	FIRE PROTECTION SVS 03/01/23-03/15/23	\$ 18,300.00
36011	03/27/2023	FINANCE	MEAS K - FIRE	DONALD J FRASER	REDEVELOPMENT & FINANCIAL CONSULTING	\$ 1,100.00
36011	03/27/2023	FINANCE	PAYROLL CLEARING	DONALD J FRASER	REDEVELOPMENT & FINANCIAL CONSULTING	\$ 2,337.50
36012	03/27/2023	PD OPS	PD OPS	GACAYAN, PAIGE	PER DIEM - CA ASSOC FOR PROPERTY & EVIDENCE	\$ 370.00
36013	03/27/2023	FINANCE	PD OPS	MADERA COUNTY TREASURER	01/23 COUNTY'S PORTION OF PRKG PENALTIES PAID	\$ 132.00
36014	03/27/2023	PD OPS	ANIMAL CONTROL	MADERA COUNTY	ANIMAL SERVICES FY 22/23 7 OF 12	\$ 13,781.25
36014	03/27/2023	PD OPS	ANIMAL CONTROL	MADERA COUNTY	ANIMAL SERVICES FY 22/23 8 OF 12	\$ 13,781.25
36014	03/27/2023	PD OPS	ANIMAL CONTROL	MADERA COUNTY	ANIMAL SERVICES FY 22/23 9 OF 12	\$ 13,781.25
36015	03/27/2023	ENGINEERING	ENGINEERING	MADERA TRIBUNE	PUBLIC HEARING NOTICE	\$ 214.50
36016	03/27/2023	GRANTS	TRANS - FIXED	MADERA UNIFIED SCHOOL DISTRICT	CNG FUEL USAGE - 02/23	\$ 103.43
36016	03/27/2023	GRANTS	TRANS - DAR	MADERA UNIFIED SCHOOL DISTRICT	CNG FUEL USAGE - 02/23	\$ 103.44
36017	03/27/2023	PW ADMIN	STREETS	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL	\$ 12,028.69
36018	03/27/2023	FINANCE	FINANCE	PHOENIX GROUP INFO SYS	01/23 CITATIONS	\$ 326.02
36019	03/27/2023	PW ADMIN	AIRPORT OPS	PITNEY BOWES, INC.	POSTAGE FEES	\$ 33.50
36019	03/27/2023	PW ADMIN	FACILITIES MAINT	PITNEY BOWES, INC.	POSTAGE FEES	\$ 33.50
36019	03/27/2023	PW ADMIN	FLEET MAINT	PITNEY BOWES, INC.	POSTAGE FEES	\$ 33.50
36019	03/27/2023	PW ADMIN	STREETS	PITNEY BOWES, INC.	POSTAGE FEES	\$ 33.50
36019	03/27/2023	PW ADMIN	SEWER OPS	PITNEY BOWES, INC.	POSTAGE FEES	\$ 33.50
36019	03/27/2023	PW ADMIN	WATER OPS	PITNEY BOWES, INC.	POSTAGE FEES	\$ 33.50
36019	03/27/2023	PW ADMIN	WATER QUALITY	PITNEY BOWES, INC.	POSTAGE FEES	\$ 33.50
36019	03/27/2023	PW ADMIN	WWTP	PITNEY BOWES, INC.	POSTAGE FEES	\$ 33.50
36019	03/27/2023	PW ADMIN	PURCHASING	PITNEY BOWES, INC.	POSTAGE FEES	\$ 33.50
36020	03/27/2023	WWTP	WWTP	POLYDYNE INC.	SLUDGE DEWATERING POLYMER	\$ 9,411.26
36021	03/27/2023	ENGINEERING	WATER CAPITAL OUTLAY	PROVOST & PRITCHARD CONSULTING	PROFESSIONAL ENGINEERING SERVICES	\$ 7,662.45
36021	03/27/2023	PLANNING	ENGINEERING	PROVOST & PRITCHARD CONSULTING	PROFESSIONAL CONSULTING SERVICES	\$ 4,370.60
36021	03/27/2023	PLANNING	PLANNING	PROVOST & PRITCHARD CONSULTING	PROFESSIONAL CONSULTING SERVICES	\$ 13,909.98

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
36022	03/27/2023	ENGINEERING	WATER CAPITAL OUTLAY	QUAD-KNOPF ENGINEERING	PROFESSIONAL ENGINEERING SERVICES	\$ 9,710.92
36023	03/27/2023	WATER OPS	WATER OPS	STATE WATER RESOURCES CONTROL BOARD	GRADE D3 EXAM FEES	\$ 100.00
36024	03/27/2023	FINANCE	FINANCE	THALES CONSULTING, INC.	SCO ANNUAL FINANCIAL TRANSACTION REPORT FY22	\$ 3,300.00
36025	03/27/2023	PD OPS	PD OPS	TRUKKI, MARK	PER DIEM - POST MGMT COURSE #23-10 SESSION 1	\$ 425.80
36026	03/27/2023	FINANCE	BUILDING	VERIZON WIRELESS	CITY CELL PHONE CHARGES 02/11/23-03/10/23	\$ 101.92
36026	03/27/2023	FINANCE	CITY COUNCIL	VERIZON WIRELESS	CITY CELL PHONE CHARGES 02/11/23-03/10/23	\$ 38.01
36026	03/27/2023	FINANCE	FACILITIES MAINT	VERIZON WIRELESS	CITY CELL PHONE CHARGES 02/11/23-03/10/23	\$ 50.96
36026	03/27/2023	FINANCE	FIRE	VERIZON WIRELESS	CITY CELL PHONE CHARGES 02/11/23-03/10/23	\$ 152.04
36026	03/27/2023	FINANCE	FLEET MAINT	VERIZON WIRELESS	CITY CELL PHONE CHARGES 02/11/23-03/10/23	\$ 0.48
36026	03/27/2023	FINANCE	HR/RISK MGT	VERIZON WIRELESS	CITY CELL PHONE CHARGES 02/11/23-03/10/23	\$ 38.01
36026	03/27/2023	FINANCE	PARKS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 02/11/23-03/10/23	\$ 0.48
36026	03/27/2023	FINANCE	PLANNING	VERIZON WIRELESS	CITY CELL PHONE CHARGES 02/11/23-03/10/23	\$ 50.96
36026	03/27/2023	FINANCE	STREETS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 02/11/23-03/10/23	\$ 12.93
36026	03/27/2023	FINANCE	SEWER OPS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 02/11/23-03/10/23	\$ 1.28
36026	03/27/2023	FINANCE	STREET CLEANING	VERIZON WIRELESS	CITY CELL PHONE CHARGES 02/11/23-03/10/23	\$ 0.48
36026	03/27/2023	FINANCE	WATER OPS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 02/11/23-03/10/23	\$ 141.93
36026	03/27/2023	FINANCE	WATER QUALITY	VERIZON WIRELESS	CITY CELL PHONE CHARGES 02/11/23-03/10/23	\$ 38.01
36026	03/27/2023	FINANCE	WWTP	VERIZON WIRELESS	CITY CELL PHONE CHARGES 02/11/23-03/10/23	\$ 75.09
36026	03/27/2023	FINANCE	PD OPS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 02/11/23-03/10/23	\$ 494.13
36027	03/27/2023	PW ADMIN	WATER CONSERV	OTP- REBATES	TURF REPLACEMENT REBATE	\$ 2,848.00
36028	03/27/2023	PW ADMIN	WATER CONSERV	OTP- REBATES	TURF REPLACEMENT REBATE	\$ 3,000.00
36029	03/27/2023	ENGINEERING	GENERAL TRUST	BOND ENCROACH	REIMBURSEMENT - DUTCH BROS	\$ 56,415.00
36030	03/27/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9899905	\$ 36.84
36031	03/27/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9922483	\$ 199.26
36032	03/27/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9921444	\$ 188.18
36033	03/27/2023	UB - WATER	SOLID WASTE	OTP- UB REFUNDS	UB TERM REFUND 9893975	\$ 3,161.68
36034	03/27/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9894851	\$ 30.95
36035	03/27/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9922811	\$ 54.76
36036	03/31/2023	PARKS	SPORTS PROGRAMS	BSN SPORTS	T-BALL EQUIPMENT	\$ 810.74
36037	04/03/2023	PD OPS	PD OPS	KER'S GAS & LUBE, INC.	02/23 PD CAR WASHES	\$ 270.00
36038	04/03/2023	FINANCE	PAYROLL TRUST	CA DEPARTMENT OF CHILD SUPPORT	CHILD SUPPORT DEDUCTIONS FOR 03/31/23 PAYROLL	\$ 1,092.78
36039	04/03/2023	PD OPS	PD OPS	HARRY D. WILSON INC.	BMW 6608 - 4K MILE SERVICE	\$ 362.86
36039	04/03/2023	PD OPS	PD OPS	HARRY D. WILSON INC.	BMW 1250 - MOUNT FRONT & REAR TIRE	\$ 957.29
36040	04/03/2023	CITY CLERK	CITY COUNCIL	GARCIA, SANTOS	PER DIEM - LOCC CITY LEADERS SUMMIT	\$ 208.50
36041	04/03/2023	PD OPS	PD OPS	DIEBERTS CREATIVE COPY INC	BUSINESS CARDS - PD	\$ 113.66
36042	04/03/2023	PD OPS	PD OPS	TIM J LAW	EMPLOYMENT BACKGROUND	\$ 2,800.00
36043	04/03/2023	PD OPS	SUPP LAW ENF	NVA FRESNO VETERINARY MANAGEMENT, LLC	VETERINARY CARE SERVICES	\$ 201.50
36044	04/03/2023	PD OPS	PD OPS	CRISCOM PUBLIC RELATIONS, INC.	GRANT RESEARCH & WRITING SERVICES	\$ 4,000.00
36045	04/03/2023	PD OPS	PD OPS	PACIFIC STORAGE COMPANY	SHREDDING SERVICES	\$ 397.00
36046	04/03/2023	FINANCE	AIRPORT OPS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 03/01/23-03/15/23	\$ 56.16

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36046	04/03/2023	FINANCE	ANIMAL CONTROL	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 03/01/23-03/15/23	\$ 531.06
36046	04/03/2023	FINANCE	BUILDING	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 03/01/23-03/15/23	\$ 126.67
36046	04/03/2023	FINANCE	CODE ENF	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 03/01/23-03/15/23	\$ 287.49
36046	04/03/2023	FINANCE	DRAINAGE	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 03/01/23-03/15/23	\$ 1,454.59
36046	04/03/2023	FINANCE	ENGINEERING	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 03/01/23-03/15/23	\$ 183.58
36046	04/03/2023	FINANCE	FACILITIES MAINT	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 03/01/23-03/15/23	\$ 267.09
36046	04/03/2023	FINANCE	FLEET MAINT	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 03/01/23-03/15/23	\$ 72.75
36046	04/03/2023	FINANCE	GRAFFITI ABATE	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 03/01/23-03/15/23	\$ 624.23
36046	04/03/2023	FINANCE	PARKS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 03/01/23-03/15/23	\$ 2,879.18
36046	04/03/2023	FINANCE	STREETS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 03/01/23-03/15/23	\$ 2,401.16
36046	04/03/2023	FINANCE	SEWER OPS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 03/01/23-03/15/23	\$ 1,311.63
36046	04/03/2023	FINANCE	STREET CLEANING	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 03/01/23-03/15/23	\$ 2,044.84
36046	04/03/2023	FINANCE	TRANS - FIXED	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 03/01/23-03/15/23	\$ 2,791.64
36046	04/03/2023	FINANCE	TRANS - DAR	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 03/01/23-03/15/23	\$ 2,540.00
36046	04/03/2023	FINANCE	WATER OPS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 03/01/23-03/15/23	\$ 1,438.66
36046	04/03/2023	FINANCE	WATER QUALITY	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 03/01/23-03/15/23	\$ 434.94
36046	04/03/2023	FINANCE	PD OPS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 03/01/23-03/15/23	\$ 7,254.18
36047	04/03/2023	CITY CLERK	CITY COUNCIL	EVANS, ANITA	PER DIEM - LOCC CITY LEADERS SUMMIT	\$ 208.50
36048	04/03/2023	CITY CLERK	CITY COUNCIL	VILLEGAS, ARTEMIO	PER DIEM - LOCC CITY LEADERS SUMMIT	\$ 208.50
36049	04/03/2023	PD OPS	PD OPS	LAW DOG K9	K9 VENDOR TRAINING	\$ 300.00
36050	04/03/2023	PW ADMIN	AIRPORT OPS	LINDE GAS & EQUIPMENT INC	CYLINDER DEMURRAGE	\$ 255.19
36050	04/03/2023	PW ADMIN	DRAINAGE	LINDE GAS & EQUIPMENT INC	CYLINDER DEMURRAGE	\$ 765.53
36050	04/03/2023	PW ADMIN	FLEET MAINT	LINDE GAS & EQUIPMENT INC	CYLINDER DEMURRAGE	\$ 382.77
36050	04/03/2023	PW ADMIN	SEWER OPS	LINDE GAS & EQUIPMENT INC	CYLINDER DEMURRAGE	\$ 382.74
36050	04/03/2023	PW ADMIN	WATER OPS	LINDE GAS & EQUIPMENT INC	CYLINDER DEMURRAGE	\$ 765.53
36050	04/03/2023	PW ADMIN	WWTP	LINDE GAS & EQUIPMENT INC	CYLINDER DEMURRAGE	\$ 382.77
36051	04/03/2023	PD OPS	PD OPS	SMITH, JEREMY	PER DIEM - K9 CONFERENCE	\$ 258.75
36052	04/03/2023	PD OPS	PD OPS	CINTAS CORPORATION	MEDICAL SUPPLIES	\$ 146.84
36053	04/03/2023	CITY ADMIN	CITY CLERK	GONZALES, ALICIA	PER DIEM - CCAC ANNUAL CONFERENCE 2023	\$ 661.50
36054	04/03/2023	PARKS ADMIN	PARKS	O&E TRANSPORTATION LLC	RIVER CLEAN UP	\$ 8,050.00
36054	04/03/2023	PD OPS	CODE ENF	O&E TRANSPORTATION LLC	RIVER CLEAN UP	\$ 14,475.00
36054	04/03/2023	PD OPS	PARKS	O&E TRANSPORTATION LLC	RIVER CLEAN UP	\$ 6,225.00
36055	04/03/2023	ENGINEERING	ENGINEERING	ORANGE COAST TITLE COMPANY OF	SURVEY - 715 STADIUM RD	\$ 500.00
36056	04/03/2023	HR	PD OPS	SARAH SARQUIZ	TUITION REIMBURSEMENT	\$ 675.00
36057	04/03/2023	GRANTS	HOME DAP	BACKOWSKI LAW GROUP, PC	LEGAL SERVICES - 2084.006	\$ 442.50
36057	04/03/2023	GRANTS	HOME DAP	BACKOWSKI LAW GROUP, PC	LEGAL SERVICES - 2084.007	\$ 560.50
36058	04/03/2023	PARKS ADMIN	COMM & REC	S & D RESTORATION	FBSC WATER DAMAGE RECON	\$ 10,034.52
36059	04/03/2023	WWTP	WWTP	GLOBAL EQUIPMENT COMPANY INC	SELF DUMPING FORKLIFT HOPPERS	\$ 5,993.49
36060	04/03/2023	PD OPS	PD OPS	AT&T	02/23 FIRSTNET SVS 9391064552	\$ 308.03
36060	04/03/2023	PD OPS	PD OPS	AT&T	02/23 FIRSTNET SVS 9391031578	\$ 177.45

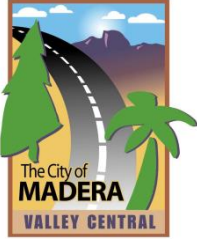
CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
36060	04/03/2023	PD OPS	PD OPS	AT&T	02/23 FIRSTNET SVS 9391031566	\$ 167.43
36061	04/03/2023	WWTP	WWTP	BSK ASSOCIATES	PERMIT COMPLIANCE LAB	\$ 91.00
36062	04/03/2023	PD OPS	PD OPS	CA DEPARTMENT OF JUSTICE	02/23 BLOOD ALCOHOL ANALYSIS	\$ 1,365.00
36062	04/03/2023	PD OPS	PD OPS	CA DEPARTMENT OF JUSTICE	02/23 MISCELLANEOUS SERVICES	\$ 748.00
36063	04/03/2023	FINANCE	STREETS	STATE CONTROLLER'S OFFICE	ANNUAL STREET REPORT FY 22/23	\$ 1,911.45
36064	04/03/2023	FINANCE	PAYROLL TRUST	COLONIAL LIFE & ACCIDENT INSURANCE CO	#E700482-3 FOR 03/31/2023 PAYROLL	\$ 975.75
36065	04/03/2023	FINANCE	BUILDING	COMCAST	CITY INTERNET CONNECTION 12/22	\$ 63.73
36065	04/03/2023	FINANCE	BUILDING	COMCAST	CITY INTERNET CONNECTION 01/23	\$ 63.73
36065	04/03/2023	FINANCE	BUILDING	COMCAST	CITY INTERNET CONNECTION 02/23	\$ 63.73
36065	04/03/2023	FINANCE	CITY ATTORNEY	COMCAST	CITY INTERNET CONNECTION 12/22	\$ 18.86
36065	04/03/2023	FINANCE	CITY ATTORNEY	COMCAST	CITY INTERNET CONNECTION 01/23	\$ 18.86
36065	04/03/2023	FINANCE	CITY ATTORNEY	COMCAST	CITY INTERNET CONNECTION 02/23	\$ 18.86
36065	04/03/2023	FINANCE	CITY CLERK	COMCAST	CITY INTERNET CONNECTION 12/22	\$ 18.92
36065	04/03/2023	FINANCE	CITY CLERK	COMCAST	CITY INTERNET CONNECTION 01/23	\$ 18.92
36065	04/03/2023	FINANCE	CITY CLERK	COMCAST	CITY INTERNET CONNECTION 02/23	\$ 18.92
36065	04/03/2023	FINANCE	CODE ENF	COMCAST	CITY INTERNET CONNECTION 12/22	\$ 135.45
36065	04/03/2023	FINANCE	CODE ENF	COMCAST	CITY INTERNET CONNECTION 01/23	\$ 135.45
36065	04/03/2023	FINANCE	CODE ENF	COMCAST	CITY INTERNET CONNECTION 02/23	\$ 135.45
36065	04/03/2023	FINANCE	COMM & REC	COMCAST	CITY INTERNET CONNECTION 12/22	\$ 90.62
36065	04/03/2023	FINANCE	COMM & REC	COMCAST	CITY INTERNET CONNECTION 01/23	\$ 90.62
36065	04/03/2023	FINANCE	COMM & REC	COMCAST	CITY INTERNET CONNECTION 02/23	\$ 90.62
36065	04/03/2023	FINANCE	COMPUTER MAINT	COMCAST	CITY INTERNET CONNECTION 12/22	\$ 36.86
36065	04/03/2023	FINANCE	COMPUTER MAINT	COMCAST	CITY INTERNET CONNECTION 01/23	\$ 36.86
36065	04/03/2023	FINANCE	COMPUTER MAINT	COMCAST	CITY INTERNET CONNECTION 02/23	\$ 36.86
36065	04/03/2023	FINANCE	ENGINEERING	COMCAST	CITY INTERNET CONNECTION 12/22	\$ 126.49
36065	04/03/2023	FINANCE	ENGINEERING	COMCAST	CITY INTERNET CONNECTION 01/23	\$ 126.49
36065	04/03/2023	FINANCE	ENGINEERING	COMCAST	CITY INTERNET CONNECTION 02/23	\$ 126.49
36065	04/03/2023	FINANCE	FACILITIES MAINT	COMCAST	CITY INTERNET CONNECTION 12/22	\$ 27.87
36065	04/03/2023	FINANCE	FACILITIES MAINT	COMCAST	CITY INTERNET CONNECTION 01/23	\$ 27.87
36065	04/03/2023	FINANCE	FACILITIES MAINT	COMCAST	CITY INTERNET CONNECTION 02/23	\$ 27.87
36065	04/03/2023	FINANCE	FINANCE	COMCAST	CITY INTERNET CONNECTION 12/22	\$ 99.59
36065	04/03/2023	FINANCE	FINANCE	COMCAST	CITY INTERNET CONNECTION 01/23	\$ 99.59
36065	04/03/2023	FINANCE	FINANCE	COMCAST	CITY INTERNET CONNECTION 02/23	\$ 99.59
36065	04/03/2023	FINANCE	FLEET MAINT	COMCAST	CITY INTERNET CONNECTION 12/22	\$ 18.92
36065	04/03/2023	FINANCE	FLEET MAINT	COMCAST	CITY INTERNET CONNECTION 01/23	\$ 18.92
36065	04/03/2023	FINANCE	FLEET MAINT	COMCAST	CITY INTERNET CONNECTION 02/23	\$ 18.92
36065	04/03/2023	FINANCE	GRANT OVERSIGHT	COMCAST	CITY INTERNET CONNECTION 12/22	\$ 36.86
36065	04/03/2023	FINANCE	GRANT OVERSIGHT	COMCAST	CITY INTERNET CONNECTION 01/23	\$ 36.86
36065	04/03/2023	FINANCE	GRANT OVERSIGHT	COMCAST	CITY INTERNET CONNECTION 02/23	\$ 36.86
36065	04/03/2023	FINANCE	HR/RISK MGT	COMCAST	CITY INTERNET CONNECTION 12/22	\$ 36.86

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36065	04/03/2023	FINANCE	HR/RISK MGT	COMCAST	CITY INTERNET CONNECTION 01/23	\$ 36.86
36065	04/03/2023	FINANCE	HR/RISK MGT	COMCAST	CITY INTERNET CONNECTION 02/23	\$ 36.86
36065	04/03/2023	FINANCE	PARKS	COMCAST	CITY INTERNET CONNECTION 12/22	\$ 45.77
36065	04/03/2023	FINANCE	PARKS	COMCAST	CITY INTERNET CONNECTION 01/23	\$ 45.79
36065	04/03/2023	FINANCE	PARKS	COMCAST	CITY INTERNET CONNECTION 02/23	\$ 45.79
36065	04/03/2023	FINANCE	PARKS ADMIN	COMCAST	CITY INTERNET CONNECTION 12/22	\$ 36.83
36065	04/03/2023	FINANCE	PARKS ADMIN	COMCAST	CITY INTERNET CONNECTION 01/23	\$ 36.83
36065	04/03/2023	FINANCE	PARKS ADMIN	COMCAST	CITY INTERNET CONNECTION 02/23	\$ 36.83
36065	04/03/2023	FINANCE	PLANNING	COMCAST	CITY INTERNET CONNECTION 12/22	\$ 45.50
36065	04/03/2023	FINANCE	PLANNING	COMCAST	CITY INTERNET CONNECTION 01/23	\$ 45.48
36065	04/03/2023	FINANCE	PLANNING	COMCAST	CITY INTERNET CONNECTION 02/23	\$ 45.48
36065	04/03/2023	FINANCE	STREETS	COMCAST	CITY INTERNET CONNECTION 12/22	\$ 45.80
36065	04/03/2023	FINANCE	STREETS	COMCAST	CITY INTERNET CONNECTION 01/23	\$ 45.80
36065	04/03/2023	FINANCE	STREETS	COMCAST	CITY INTERNET CONNECTION 02/23	\$ 45.80
36065	04/03/2023	FINANCE	RECREATION	COMCAST	CITY INTERNET CONNECTION 12/22	\$ 54.77
36065	04/03/2023	FINANCE	RECREATION	COMCAST	CITY INTERNET CONNECTION 01/23	\$ 54.77
36065	04/03/2023	FINANCE	RECREATION	COMCAST	CITY INTERNET CONNECTION 02/23	\$ 54.77
36065	04/03/2023	FINANCE	SEWER OPS	COMCAST	CITY INTERNET CONNECTION 12/22	\$ 32.34
36065	04/03/2023	FINANCE	SEWER OPS	COMCAST	CITY INTERNET CONNECTION 01/23	\$ 32.34
36065	04/03/2023	FINANCE	SEWER OPS	COMCAST	CITY INTERNET CONNECTION 02/23	\$ 32.34
36065	04/03/2023	FINANCE	SOLID WASTE	COMCAST	CITY INTERNET CONNECTION 12/22	\$ 36.83
36065	04/03/2023	FINANCE	SOLID WASTE	COMCAST	CITY INTERNET CONNECTION 01/23	\$ 36.83
36065	04/03/2023	FINANCE	SOLID WASTE	COMCAST	CITY INTERNET CONNECTION 02/23	\$ 36.83
36065	04/03/2023	FINANCE	SR CITIZEN COMM	COMCAST	CITY INTERNET CONNECTION 12/22	\$ 36.83
36065	04/03/2023	FINANCE	SR CITIZEN COMM	COMCAST	CITY INTERNET CONNECTION 01/23	\$ 36.83
36065	04/03/2023	FINANCE	SR CITIZEN COMM	COMCAST	CITY INTERNET CONNECTION 02/23	\$ 36.83
36065	04/03/2023	FINANCE	UB - GARBAGE	COMCAST	CITY INTERNET CONNECTION 12/22	\$ 30.11
36065	04/03/2023	FINANCE	UB - GARBAGE	COMCAST	CITY INTERNET CONNECTION 01/23	\$ 30.11
36065	04/03/2023	FINANCE	UB - GARBAGE	COMCAST	CITY INTERNET CONNECTION 02/23	\$ 30.11
36065	04/03/2023	FINANCE	UB - SEWER	COMCAST	CITY INTERNET CONNECTION 12/22	\$ 30.11
36065	04/03/2023	FINANCE	UB - SEWER	COMCAST	CITY INTERNET CONNECTION 01/23	\$ 30.11
36065	04/03/2023	FINANCE	UB - SEWER	COMCAST	CITY INTERNET CONNECTION 02/23	\$ 30.11
36065	04/03/2023	FINANCE	UB - WATER	COMCAST	CITY INTERNET CONNECTION 12/22	\$ 59.25
36065	04/03/2023	FINANCE	UB - WATER	COMCAST	CITY INTERNET CONNECTION 01/23	\$ 59.25
36065	04/03/2023	FINANCE	UB - WATER	COMCAST	CITY INTERNET CONNECTION 02/23	\$ 59.25
36065	04/03/2023	FINANCE	WATER OPS	COMCAST	CITY INTERNET CONNECTION 12/22	\$ 41.31
36065	04/03/2023	FINANCE	WATER OPS	COMCAST	CITY INTERNET CONNECTION 01/23	\$ 41.31
36065	04/03/2023	FINANCE	WATER OPS	COMCAST	CITY INTERNET CONNECTION 02/23	\$ 41.31
36065	04/03/2023	FINANCE	WATER QUALITY	COMCAST	CITY INTERNET CONNECTION 12/22	\$ 18.92
36065	04/03/2023	FINANCE	WATER QUALITY	COMCAST	CITY INTERNET CONNECTION 01/23	\$ 18.92

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36065	04/03/2023	FINANCE	WATER QUALITY	COMCAST	CITY INTERNET CONNECTION 02/23	\$ 18.92
36065	04/03/2023	FINANCE	WWTP	COMCAST	CITY INTERNET CONNECTION 12/22	\$ 27.87
36065	04/03/2023	FINANCE	WWTP	COMCAST	CITY INTERNET CONNECTION 01/23	\$ 27.87
36065	04/03/2023	FINANCE	WWTP	COMCAST	CITY INTERNET CONNECTION 02/23	\$ 27.87
36065	04/03/2023	FINANCE	CITY MANAGER	COMCAST	CITY INTERNET CONNECTION 12/22	\$ 18.86
36065	04/03/2023	FINANCE	CITY MANAGER	COMCAST	CITY INTERNET CONNECTION 01/23	\$ 18.86
36065	04/03/2023	FINANCE	CITY MANAGER	COMCAST	CITY INTERNET CONNECTION 02/23	\$ 18.86
36065	04/03/2023	FINANCE	PURCHASING	COMCAST	CITY INTERNET CONNECTION 12/22	\$ 27.87
36065	04/03/2023	FINANCE	PURCHASING	COMCAST	CITY INTERNET CONNECTION 01/23	\$ 27.87
36065	04/03/2023	FINANCE	PURCHASING	COMCAST	CITY INTERNET CONNECTION 02/23	\$ 27.87
36066	04/03/2023	FINANCE	COMPUTER MAINT	COMCAST	03/23 SVS 8155500320322006	\$ 88.13
36067	04/03/2023	HR	HR/RISK MGT	CONCENTRA MEDICAL CENTERS	PRE-EMPLOYMENT PHYSICAL	\$ 211.00
36068	04/03/2023	HR	HR/RISK MGT	CPS HR CONSULTING	PROFESSIONAL RECRUITING SERVICES	\$ 20,000.00
36069	04/03/2023	PD OPS	CODE ENF	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST SERVICES 02/23	\$ 87.50
36069	04/03/2023	PD OPS	UB - GARBAGE	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST SERVICES 02/23	\$ 21.88
36069	04/03/2023	PD OPS	UB - SEWER	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST SERVICES 02/23	\$ 21.88
36069	04/03/2023	PD OPS	UB - WATER	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST SERVICES 02/23	\$ 43.74
36070	04/03/2023	ENGINEERING	ENGINEERING	FEDERAL EXPRESS	EXPRESS SHIPPING	\$ 36.42
36071	04/03/2023	PD OPS	PD OPS	J'S COMMUNICATIONS	ANNUAL SERVICE AGREEMENT	\$ 100.00
36072	04/03/2023	FACILITIES	FACILITIES MAINT	JAM SERVICES INC	TRAFFIC SIGNAL PARTS	\$ 3,139.25
36072	04/03/2023	FACILITIES	FACILITIES MAINT	JAM SERVICES INC	REPLACE PED SIGNAL	\$ 687.39
36073	04/03/2023	HR	INS/RISK MGT	LIEBERT CASSIDY WHITMORE	LEGAL FEES	\$ 7,846.00
36074	04/03/2023	FINANCE	PD OPS	MADERA COUNTY TREASURER	02/23 COUNTY'S PORTION OF PRKG PENALTIES PAID	\$ 128.50
36075	04/03/2023	CITY CLERK	BUILDING	MADERA COUNTY E D C	EDC STATE OF THE CO LUNCHEON - 2023	\$ 20.00
36075	04/03/2023	CITY CLERK	CITY CLERK	MADERA COUNTY E D C	EDC STATE OF THE CO LUNCHEON - 2023	\$ 40.00
36075	04/03/2023	CITY CLERK	CITY COUNCIL	MADERA COUNTY E D C	EDC STATE OF THE CO LUNCHEON - 2023	\$ 40.00
36075	04/03/2023	CITY CLERK	COMMUNITY PROMO	MADERA COUNTY E D C	EDC STATE OF THE CO LUNCHEON - 2023	\$ 80.00
36075	04/03/2023	CITY CLERK	ENGINEERING	MADERA COUNTY E D C	EDC STATE OF THE CO LUNCHEON - 2023	\$ 40.00
36075	04/03/2023	CITY CLERK	FIRE	MADERA COUNTY E D C	EDC STATE OF THE CO LUNCHEON - 2023	\$ 80.00
36075	04/03/2023	CITY CLERK	PARKS ADMIN	MADERA COUNTY E D C	EDC STATE OF THE CO LUNCHEON - 2023	\$ 40.00
36075	04/03/2023	CITY CLERK	PLANNING	MADERA COUNTY E D C	EDC STATE OF THE CO LUNCHEON - 2023	\$ 60.00
36075	04/03/2023	CITY CLERK	SUPP LAW ENF	MADERA COUNTY E D C	EDC STATE OF THE CO LUNCHEON - 2023	\$ 80.00
36076	04/03/2023	HR	HR/RISK MGT	MADERA TRIBUNE	JOB ADVERTISEMENT - WWTP	\$ 102.60
36076	04/03/2023	WWTP	WWTP	MADERA TRIBUNE	RFP FOR RECRUITING SERVICES - WWTP	\$ 195.00
36077	04/03/2023	PD OPS	PD OPS	MADERA UNIFORM & ACCESSORIES	UNIFORM ACCESSORIES	\$ 582.11
36078	04/03/2023	ENGINEERING	AFFORDABLE HOUSING	O'DELL ENGINEERING, INC.	DESIGN SVS - SIDEWALK IMPROVEMENT	\$ 44,450.50
36078	04/03/2023	PARKS ADMIN	PARKS	O'DELL ENGINEERING, INC.	PARKS DESIGN SERVICES - OLIVE PARK	\$ 3,917.96
36079	04/03/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	03/23 SERVICE 1619119913-8	\$ 124.91
36079	04/03/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	03/23 SERVICE 6690755760-8	\$ 98.11
36080	04/03/2023	FINANCE	FINANCE	PHOENIX GROUP INFO SYS	02/23 CITATIONS	\$ 290.15

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
36081	04/03/2023	ENGINEERING	LTF - STREETS	PROVOST & PRITCHARD CONSULTING	PROFESSIONAL ENGINEERING SERVICES	\$ 500.00
36082	04/03/2023	FINANCE	PAYROLL TRUST	STATE OF CALIFORNIA	FRANCHISE TAX DEDUCTIONS FOR 03/31/23 PAYROLL	\$ 25.00
36083	04/03/2023	PD OPS	PD OPS	TRANSUNION RISK & ALTERNATIVE DATA SOL.	DATABASE ACCESS 02/23	\$ 210.80
36084	04/03/2023	PLANNING	PLANNING	BLDING/PLAN REFND5	JOB CANCELLED - REIMBURSE FEES	\$ 1,650.00
36085	04/03/2023	PARKS	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PAVILION	\$ 50.00
36086	04/03/2023	PARKS	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - ROTARY PAVILION	\$ 50.00
36087	04/03/2023	PARKS	SPORTS PROGRAMS	OTP- PARKS REFUNDS	SPORTS CANCELLATION REFUND	\$ 60.00
36088	04/03/2023	PARKS	SPORTS PROGRAMS	OTP- PARKS REFUNDS	SPORTS CANCELLATION REFUND	\$ 60.00
36089	04/03/2023	PARKS	SPORTS PROGRAMS	OTP- PARKS REFUNDS	SPORTS CANCELLATION REFUND	\$ 60.00
36090	04/03/2023	PARKS	SPORTS PROGRAMS	OTP- PARKS REFUNDS	SPORTS CANCELLATION REFUND	\$ 60.00
36091	04/03/2023	PARKS	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - PANAM MULTI-ROOM	\$ 100.00
36092	04/03/2023	PARKS	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PAVILION	\$ 50.00
36093	04/03/2023	PARKS	SPORTS PROGRAMS	OTP- PARKS REFUNDS	SPORTS CANCELLATION REFUND	\$ 60.00
36094	04/03/2023	PARKS	SPORTS PROGRAMS	OTP- PARKS REFUNDS	SPORTS CANCELLATION REFUND	\$ 60.00
36095	04/03/2023	PARKS	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - ROTARY PAVILION	\$ 50.00
36096	04/03/2023	PARKS	SPORTS PROGRAMS	OTP- PARKS REFUNDS	SPORTS CANCELLATION REFUND	\$ 60.00
36097	04/03/2023	PARKS	SPORTS PROGRAMS	OTP- PARKS REFUNDS	SPORTS CANCELLATION REFUND	\$ 60.00
36098	04/03/2023	PARKS	SPORTS PROGRAMS	OTP- PARKS REFUNDS	SPORTS CANCELLATION REFUND	\$ 60.00
36099	04/03/2023	PARKS	SPORTS PROGRAMS	OTP- PARKS REFUNDS	SPORTS CANCELLATION REFUND	\$ 60.00
36100	04/03/2023	PARKS	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - SUNRISE SPORTS COMPLEX 6	\$ 50.00
36101	04/03/2023	PARKS	SPORTS PROGRAMS	OTP- PARKS REFUNDS	SPORTS CANCELLATION REFUND	\$ 60.00
36102	04/03/2023	PARKS	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - PANAM MULTI-ROOM	\$ 100.00
36103	04/03/2023	PARKS	SPORTS PROGRAMS	OTP- PARKS REFUNDS	SPORTS CANCELLATION REFUND	\$ 60.00
36104	04/03/2023	PARKS	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - SUNRISE ROTARY PAVILION	\$ 50.00
36105	04/03/2023	PARKS	SPORTS PROGRAMS	OTP- PARKS REFUNDS	SPORTS CANCELLATION REFUND	\$ 60.00
36106	04/03/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9916231	\$ 147.60
36107	04/03/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9916518	\$ 35.89
36108	04/03/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9911337	\$ 15.51
36109	04/03/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9896289	\$ 193.20
36110	04/03/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9919205	\$ 210.18
227	03/27/2023	FINANCE	PAYROLL TRUST	MISSION SQUARE - 302351	PLAN #302351 CONTRIBS FOR 03/17/23 PAYROLL	\$ 29,735.57
228	03/27/2023	FINANCE	PAYROLL TRUST	N.P.C.-ORCHARD TRUST COMPANY	PLAN #340227-01 FOR 03/17/2023 PAYROLL	\$ 9,646.02
229	03/27/2023	FINANCE	PAYROLL TRUST	N.P.C.-ORCHARD TRUST COMPANY	PLAN #340227-02 FOR 03/17/23 PAYROLL	\$ 2,010.28
230	03/31/2023	FINANCE	PAYROLL TRUST	NAVIA BENEFIT SOLUTIONS INC	FSA SECTION 125 DISBURSEMENT 03/21/2023	\$ 314.57
231	03/31/2023	FINANCE	PAYROLL TRUST	NAVIA BENEFIT SOLUTIONS INC	SECTION 125 PLAN YEAR FEE & PARTICIPANT FEE	\$ 2,300.50
232	03/31/2023	HR	CITY CLERK	EMPLOYEE BENEFIT SPECIALISTS, INC.	03/23 BENEFIT PREMIUMS	\$ 1,073.00
232	03/31/2023	HR	PAYROLL TRUST	EMPLOYEE BENEFIT SPECIALISTS, INC.	03/23 BENEFIT PREMIUMS	\$ 371,126.10
232	03/31/2023	HR	PD OPS	EMPLOYEE BENEFIT SPECIALISTS, INC.	03/23 BENEFIT PREMIUMS	\$ 1,073.00
233	03/31/2023	HR	CITY CLERK	EMPLOYEE BENEFIT SPECIALISTS, INC.	04/23 BENEFIT PREMIUMS	\$ 923.00
233	03/31/2023	HR	PAYROLL TRUST	EMPLOYEE BENEFIT SPECIALISTS, INC.	04/23 BENEFIT PREMIUMS	\$ 374,379.68

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
233	03/31/2023	HR	PD OPS	EMPLOYEE BENEFIT SPECIALISTS, INC.	04/23 BENEFIT PREMIUMS	\$ 923.00
234	04/07/2023	FINANCE	WWTP BOND ADMIN	BANK OF NEW YORK MELLON	2015 WASTEWATER REV REF BOND PMT	\$ 230,305.83
BANK #1 - UNION BANK GENERAL ACCOUNT TOTAL						\$ 2,300,513.82



REPORT TO CITY COUNCIL

Approved by:

Wendy Silva

Wendy Silva, Director of Human Resources

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: April 19, 2023

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 (Commission) met April 4, 2023, and approved eligibility lists for the following:

- Program Manager – Grants
- Waste Water Treatment Plant Lab Analyst/Environmental Compliance Inspector I
- Records Clerk
- Police Officer Trainee
- Police Officer I

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

Table 1: New Hires and Re-hires				
Name	Position	Department	Status*	Effective Date
Rafael Magallan	Chief Building Official	Building	FT	3/13/23
Nicholas Aguilar	Police Officer Trainee	Police	FT	3/25/23

Table 1: New Hires and Re-hires, continued

Name	Position	Department	Status*	Effective Date
Trent Herzog	Code Enforcement Consultant	Police	PT	3/27/23
Johnny Rey	Park Aide	Parks & Community Services	PT	3/29/23
Elizabeth Martinez	Accounting Technician II	Finance – Utility Billing	FT	4/10/23

*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

Name	Old Position	New Position	Effective Date
Marcus Crouch	Police Officer Trainee	Police Officer I	4/8/23
Gabriel Johnson	Police Officer Trainee	Police Officer I	4/8/23
Cody Luginbill	Police Officer Trainee	Police Officer I	4/8/23

The following employees separated from employment since our last report.

Table 3: Separations

Name	Position	Department	Status*	Effective Date
Anayely Rodriguez	Park Aide	Parks & Community Services	PT	2/17/23
Hugo Aguilar	Park Aide	Parks & Community Services	PT	2/17/23
Enrique Solis	Park Aide	Parks & Community Services	PT	2/23/23
Carlin Taylor	Animal Control Officer	Police	FT	3/30/23
Scott Wu	Police Officer I	Police	FT	4/5/23

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

FINANCIAL IMPACT:

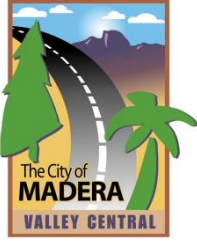
Funding for positions and employees to fill those positions is contemplated annually by the Council in the budget process. During the course of any given fiscal year, individual employees filling specific positions may change due to a number of various circumstances. All hiring and termination decisions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

ALTERNATIVES:

This report is for informational purposes only.

ATTACHMENTS:

None



REPORT TO CITY COUNCIL

Approved by:

Arnoldo Rodriguez
Arnoldo Rodriguez, City Manager

Council Meeting of: April 19, 2023

Agenda Number: B-4

SUBJECT:

Informational Report on Contract City Attorney Services and Litigation Expenditures

RECOMMENDATION:

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

SUMMARY:

The purpose of this report is to provide the Council an informational monthly update on expenditures for contract City Attorney services, as well as specialized legal representation in various matters of litigation.

DISCUSSION:

The following information summarizes billings paid for services formerly performed by the City’s in-house City Attorney. This report captures January and February 2023 invoices received, as well as the Fiscal Year (FY) 2022/23 tracking of invoices received, through a FY 2022/23 Year-to-Date (YTD) column.

If Council desires additional information in future iterations of this report, please advise and staff will make the requested changes.

Firm: Montoy Law Corporation (City Attorney Services and Litigation)

Billing Periods: January 2023 and February 2023

Matter	Charges		
	January 2023	February 2023	FY 2022/2023 (YTD)
General Legal Review/Advice	\$822.50	\$188.00	\$2,937.50
City Clerk	\$2,068.00	\$1,128.00	\$5,428.50

Attendance at Council Meetings & Requests for Information/Research	\$1,034.00	\$2,350.00	\$16,732.00
City Manager	\$799.00	\$0	\$2,538.00
Review and Advice on Agreements	\$1,198.50	\$3,920.00	\$15,106.00
Planning	\$728.50	\$4,888.00	\$26,884.00
Planning Commission	\$0	\$0	\$3,736.50
Finance	\$329.00	\$70.50	\$3,642.50
Successor Agency	\$0	\$0	\$0
Public Works/Engineering	\$5,569.50	\$6,721.00	\$19,669.50
Police Department - General	\$0	\$0	\$1,245.50
Economic Development	\$0	\$0	\$0
Personnel/Payroll	\$0	\$0	\$611.00
Municipal Code Enforcement/Updates	\$0	\$0	\$94.00
Ordinances	\$0	\$0	\$3,405.50
Cannabis	\$11,684.50	\$0	\$13,752.50
Total Advisory Services	\$24,233.50	\$19,265.50	\$111,783.00
Litigation Services			
Total Litigation Services	\$8,274.50	\$5,871.00	\$37,306.50
Discounted Hours	\$193.00	\$0	-\$ (801.00)
Travel Expenses	\$0	\$0	\$447.67
Shipping	\$0	\$0	\$43.75
Total Advisory & Litigation Services	\$32,315.00	\$25,136.50	\$152,779.92

FINANCIAL IMPACT:

For FY 2022/23, expenditures for invoices related to legal fees total \$152,779.92. This represents expenditures for specific City Attorney services. A summary of invoices received to date are summarized per the following table.

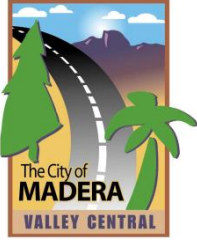
<i>Legal Invoices FY 2020/21 YTD</i>	
City Attorney Advisory Services	
Montoy Law Corporation	\$115,783.00
Litigation Services (Including discounted hours, travel & shipping)	
Montoy Law Corporation	\$36,996.92
Total City Attorney and Litigation Services YTD	\$152,779.92

ALTERNATIVES:

This report is for informational purposes only.

ATTACHMENTS:

None



REPORT TO CITY COUNCIL

Approved by:

Arnaldo Rodriguez, City Manager

Council Meeting of: April 19, 2023

Agenda Number: B-5

SUBJECT:

Local state of emergency related to the closure of Madera Community Hospital

RECOMMENDATION:

Adopt a Resolution continuing to support Madera County's Proclamation of a local emergency due to the closure of Madera Community Hospital for 30 days

SUMMARY:

On January 18, 2023, the Council adopted a resolution supporting a Madera County Proclamation of the existence of a local emergency due to the closure of Madera Community Hospital (MCH) and formalizing the City's stance on the local emergency. Furthermore, the approval of the Resolution demonstrates support for any requests for state and federal funding to reopen MCH or for alternative healthcare options for the residents of Madera. Legislative bodies are required by the Office of Emergency Services to approve a Resolution to extend the state of emergency every 30 days until termination. Council last approved a Resolution extending this State of Emergency on March 15, 2023.

BACKGROUND:

During a Public Comment portion of the August 3, 2022, Council meeting, Madera Community Hospital (MCH) informed the Council of the financial hardship it faced as a result of operating during the COVID-19 pandemic and requested \$1 million in American Rescue Plan Act (ARPA) to allow continued operations while its affiliation with St. Agnes Medical Center/Trinity Health was under consideration with the State Attorney General. MCH accrued millions of dollars in debt due to labor cost inflation, costly treatment, and shouldering the cost of intensive care services for COVID-19 cases. The Hospital attributes the years of accumulated liability to its high census of Medi-Cal patients and low reimbursement rates.

Subsequently, at Council's direction, relief funding was revisited for further consideration on September 21, 2022, where MCH provided additional details that justified the request for \$1

million in ARPA funds. Considering that 100 percent of ARPA funds received by the City were previously allocated to the City's Sewer and Water Enterprise Funds for public infrastructure projects to lower utility rates, and that any reallocation of monies would not sustain a long-term solution for MCH, the Council elected to sponsor the MCH/Trinity Health affiliation with a Letter of Support in lieu of reallocating ARPA funding.

In the interim, City Staff facilitated meetings with MCH and local, regional, and state officials to identify alternative funding options MCH may either apply for or be entitled to, which included:

- MCH was owed \$23 million from the State to which Senator Caballero's office is intervening to expedite these funds.
- If additional funding was not received, MCH had funding to operate until mid-November.
- The requested allocation of \$1 million from the City would have allowed the hospital to operate for an additional 1-2 weeks.
- Potential Federal Emergency Management Agency (FEMA) funding for COVID relief had not been previously sought by MCH when these funds were made available for application. Congressman Jim Costa's office recommended that MCH urgently apply, as the Hospital had not tapped into this funding source.
- \$5 million in state funding secured by Assemblyman Bigelow and Senator Caballero for immediate debt relief.
- MCH received a loan of \$15 million from Trinity Health to ensure continued operations while the merger was under consideration.

MCH entered into discussions of an affiliation agreement with Trinity Health/St. Agnes Medical Center to alleviate its financial burden and to provide continuity of care for its patients. Under State law, the affiliation agreement was subject to the California Attorney General's approval. Attorney General Rob Bonta conditionally approved the agreement; however, based on the conditions set forth, Trinity Health Corporation elected to abandon the affiliation, causing MCH to cease operations and close its facilities indefinitely.

Upon this decision, MCH advised their agency partners that they would file for Chapter 11 bankruptcy. The Hospital's closure leaves approximately 160,000 Madera County residents and surrounding communities without full-service healthcare facilities, including a 24-hour emergency room, surgical facilities, radiology services, and inpatient critical care. Specifically, the closure of MCH poses numerous challenges to the delivery of public health services to the community. These include, but are not limited to, the following:

1. Mandated services to the medically indigent;
2. Medical facility for 72-hour crisis holds for adults and children;
3. Delays in response times for Emergency Medical Services Personnel;
4. Strain to surrounding healthcare facilities and increased patient volume;
5. Rerouting of local law enforcement from other matters of public safety to health-care related emergencies;

6. Overall negative impact on health outcomes for all residents.

In response to the immediate risk to public health and safety, Council adopted a resolution supporting the County's declaration of a Local State of Emergency and authorized City resources and staff time for a partnership with Madera County to evaluate potential healthcare options. As required by the California Office of Emergency Services (OES), declarations of local emergencies must be approved by Resolution every 30 days until terminated. Due to the absence of a full-service hospital and life-saving services outlined above, Staff finds reason to continue the local emergency and support the need for state and federal funding. Staff recommends Council adopt a resolution supporting the local public health emergency declared upon the closure of Madera Community Hospital, extending the period for an additional 30 days.

DISCUSSION:

Upon the closure of MCH, Sherriff Pogue proclaimed a local state of emergency in his role as Director of Emergency Services for Madera County. The Madera County Board of Supervisors (BOS) ratified the Sherriff's action on January 3, 2023. At the BOS meeting on January 10, 2023, County staff received direction to study potential options and alternatives for providing emergency and hospital medical services for the citizens of Madera. Council also adopted a Resolution supporting the County's Proclamation, recognizing the existence of a local Emergency in Madera on January 18, 2023. In addition, Council authorized the City Manager to allocate staff time and up to \$60,000 in resources to partner with the County in evaluating potential options for healthcare and emergency medical care services for Madera residents.

It should be noted that the closure of MCH continues to have a regional effect, with many neighboring hospitals now under extreme strain with the overflow of patients. To that extent, on January 3, 2023, the Fresno County Board of Supervisors (FCBOS) also proclaimed the existence of a local emergency, partly due to the closure of MCH, which compounded an already overextended public health crisis caused by ongoing COVID-19, flu, and respiratory illness outbreaks. Shortly thereafter, Congressman Costa and Congressman-elect Duarte co-authored a letter to the US Department of Health and Human Services and Centers for Medicare and Medicaid Services to highlight the dire situation and request that the agencies give the current medical crisis in Madera their full attention and evaluate options to provide emergency relief.

Since the closure, MCH has attempted to secure new affiliation partners and alternative funding options; however, these efforts have yet to come to fruition. As a result, MCH filed for Chapter 11 bankruptcy in early March. While the County of Fresno elected to terminate the local state of emergency regarding its hospitals on February 7, 2023, Madera residents continue to lack basic essential medical services and resources to travel to the nearest hospital. Patients with acute or emergency medical conditions are left with limited to no options within the city in which they reside. Staff feels this presents a dire situation necessitating the need to continue declaring a health emergency at a local level.

FINANCIAL IMPACT:

Council authorized the City Manager to allocate staff time and up to \$60,000 for collaboration with County leaders and staff to evaluate and identify a path forward concerning the Hospital and alternative medical care.

ALTERNATIVES:

As an alternative, Council may elect to terminate the existing Resolution supporting the County's local emergency proclamation.

ATTACHMENTS:

1. Resolution supporting the County's Proclamation of Local Emergency to extend an additional 30 days.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA
SUPPORTING THE COUNTY'S PROCLAMATION OF THE EXISTENCE OF A
LOCAL EMERGENCY DUE TO THE CLOSURE OF MADERA COMMUNITY
HOSPITAL FOR A PERIOD OF 30 DAYS**

WHEREAS, on December 29, 2022, the Madera County Sheriff/Madera County Director of Emergency Services declared a local emergency based on an imminent and proximate threat to public safety in Madera County caused by the sudden and unexpected closure of Madera Community Hospital, the City's only general acute care hospital and emergency room that provided services to both adults and children; and

WHEREAS, the Madera County Board of Supervisors ratified the declaration of a local emergency on January 3, 2023, related to the closure of Madera Community Hospital; and

WHEREAS, the City Council of the City of Madera hereby finds that there continues to exist an imminent and proximate threat to public health and safety from the closure of Madera Community Hospital; and

WHEREAS, conditions of disaster or of extreme peril to the safety of persons within the City have resulted from and continue due to the sudden termination of emergency and other medical services at Madera Community Hospital, thereby causing significant and unanticipated strain and depletion of local resources and the conditions warrant and necessitate supporting the declaration of a local emergency; and

WHEREAS, the closure of Madera Community Hospital came at a time when the region's healthcare network was already significantly strained by ongoing cases of COVID-19, flu, and respiratory viruses; and

WHEREAS, the Fresno County Board of Supervisors declared an emergency on January 3, 2023, related to the current healthcare crisis affecting medical facilities in their County, compounded by the closure of Madera Community Hospital.

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 the closure of Madera Community Hospital set forth in the Madera County Sheriff's Proclamation of Emergency are ongoing and are recognized as an imminent threat to our citizens.

Section 3. The City Council hereby recognizes and affirms the existence and conditions of a state of emergency as proclaimed by the Madera County Board of Supervisors and the City affirms, authorizes, and acknowledges the existence of a local emergency throughout the City.

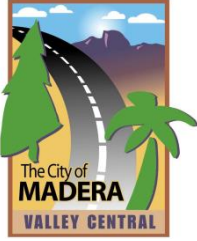
Section 4. The City Council further requests that the Governor make available any State assistance programs and seek additional Federal assistance programs to provide relief to the public agencies and private individuals that have been or will be harmed by this emergency.

Section 5. The City Council supports the proclamation issued by Sherriff Pogue on December 29, 2022, ratified by the Madera County Board of Supervisors on January 3, 2023.

Section 6. The City Clerk is directed to provide a certified copy of this resolution to Madera County, Fresno County, and all state and federal legislative representatives for the City of Madera.

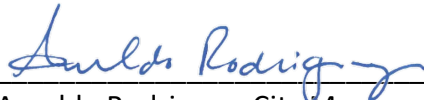
Section 7. This resolution is effective immediately upon adoption.

* * * *



REPORT TO CITY COUNCIL

Approved by:


Arnoldo Rodriguez, City Manager

Council Meeting of: April 19, 2023

Agenda Number: B-6

SUBJECT:

Letter of Support for Assembly Bill 412 as Introduced by Assemblywoman Esmerelda Soria

RECOMMENDATION:

This report is submitted for informational purposes only, and no action is requested from City Council (Council) at this time.

SUMMARY:

Staff received and complied with a request from the District Director representing Assemblywoman Esmerelda Soria for a Letter of Support for Assembly Bill (AB) 412, also termed the Hospital Emergency Loan Program. As the Letter of Support was provided to Assemblywoman Soria's office and the State Legislature, this Staff report intends to present contextual information on AB 412 and the City's stance on the matter.

BACKGROUND:

The lingering effects of the COVID-19 pandemic have had a devastating impact on California's healthcare system. Prior to the pandemic, many hospitals were already operating on tight margins. They essentially served patients participating in Medicare or Medi-Cal programs, which reimburse hospitals at lower rates than private insurance. Smaller hospitals and those in rural areas, such as Madera, also lack the economies of scale that larger hospitals enjoy. Costly treatments, surges of COVID cases, and the need for expanded healthcare services during the pandemic further pushed these struggling hospitals to the financial brink. Patients avoided going to the hospital outside of emergencies to avoid exposure to COVID, and hospitals canceled profitable elective procedures to prevent mass exposure. At the same time, hospitals took on new duties to help fight the pandemic, even as supply chain shortages and inflation dramatically increased operating costs.

The net result is that hospital operating margins across the western United States have decreased 69 percent since 2019, with 2022 being the most severe year. Small and rural hospitals are

typically the most affected of all. The result is that numerous hospitals across California have closed or issued a notice of intent to close without state intervention, including Madera Community Hospital (MCH). Several others are also considering plans to close, and many more will ultimately be forced to close if current trends continue unabated.

Assembly Bill 412 seeks to help avert this crisis by providing emergency loans to financially distressed hospitals through the California Health Facilities Financing Authority (CHFFA) within the State Treasurer's office.

DISCUSSION:

Assembly Bill (AB) 412 establishes the Hospital Emergency Loan Program to provide emergency loans to hospitals at a high risk of closing or hospitals that have already closed and are attempting to re-open; this is a phenomenon Madera residents are all too familiar with. The closure of MCH has had an unimaginable impact on our community; approximately 160,000 Madera County residents and surrounding communities now find themselves without a full-service healthcare facility, including a 24-hour emergency room, surgical facilities, radiology services, and inpatient critical care. Specifically, the loss of MCH imposes several challenges to delivering public health services to the community. These include, but are not limited to, the following:

1. Mandated services to the medically indigent
2. Medical facility for 72-hour crisis holds for adults and children
3. Delays in response times for Emergency Medical Services personnel to the community due to emergency room closure
4. Strain to surrounding healthcare facilities resulting from increased patient volume
5. Rerouting of local law enforcement from other matters of public safety to health-care-related emergencies
6. Overall negative impact on health outcomes for all residents as MCH was the sole provider of emergency/acute care for adults

A large portion of the population relies on Medi-Cal and Medicare for healthcare coverage. Many families impacted lack the resources to drive to neighboring counties for hospital care. To add to the adversity, several physicians previously affiliated with MCH have left the area or retired from their practices with no succession plan. These events have presented the local region with a dire situation needing immediate action and solutions. The City finds it critical to the health and safety of its constituents to support legislation that allows for the reopening of the Hospital or expands the necessary healthcare services needed by Madera residents.

The California Health Facilities Financing Authority (CHFFA) is authorized to, among other things, make loans from the continuously appropriated California Health Facilities Financing Authority Fund to participating health institutions for financing or refinancing the acquisition, construction, or remodeling of health facilities. AB 412 would create the Hospital Emergency Loan Program until January 1, 2029, to provide loans to prevent a hospital's closure or facilitate the reopening of a closed hospital. Additionally, the Bill would permit CHFFA the authority to provide secured

loans to certain hospitals at risk of closure or governmental entities trying to facilitate the reopening of a hospital that meets specified criteria. Hospitals or facilities would be required to provide the CHFFA with financial information demonstrating the hospital's need for assistance due to financial hardship.

Furthermore, AB 412 would also create the Distressed Hospital Loan Program, until January 1, 2032, to provide loans to not-for-profit hospitals and public hospitals, in significant financial distress or to governmental entities representing a closed hospital to prevent the closure or facilitate the reopening of a closed hospital. The Bill would authorize the Department of Health Care Access and Information (HCAI) to administer the program and develop evaluation criteria to determine if an at-risk hospital is eligible for state assistance, upon demonstrating financial hardship subject to this criteria by the at-risk facility or hospital. Additionally, the Bill would place reporting requirements upon the hospitals impacted, including quarterly balance sheets detailing assets, liabilities, and net worth.

FINANCIAL IMPACT:

There are no anticipated financial impacts that result from the City's provision of the attached Letter of Support.

ALTERNATIVES:

None.

ATTACHMENTS:

1. Letter of Support



April 12, 2023

The Honorable Jim Wood, DDS
Chair, Assembly Health Committee
1020 N St., Room 390
Sacramento, CA 95814

RE: AB 412 (Soria) — Hospital Emergency Loan Program — SUPPORT

Dear Assemblymember Wood:

As the City Manager of the City of Madera, I write to you in strong support of AB 412, which seeks to establish the Hospital Emergency Loan Program. This bill authorizes the State Treasurer's Office to provide emergency loans through the California Health Facilities Financing Authority (CHFFA), for qualifying hospitals to prevent their closure or to assist with the reopening of a recently closed hospital.

As an ongoing effect of the COVID-19 pandemic, many small and rural hospitals are struggling to operate on diminished margins. A decrease in elective procedures combined with increased operating costs led to a decrease in hospital operating margins across the western United States by 69 percent since 2019, with 2022 having been the worst year of that period.

The closure of Madera Community Hospital (MCH), the lone general acute care hospital in the County of Madera, left tens of thousands of low-income residents with no other option than to travel nearly an hour to the nearest hospital in order to seek treatment. Hospitals in the neighboring counties of Fresno and Merced are inundated with the increased surge of patients seeking care.

With consideration of the state budget, this bill creates a dedicated program within the CHFFA to help financially distressed hospitals, which will include strong accountability measures to

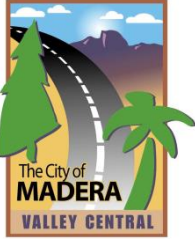
ensure that any hospitals receiving loans from the program must develop a plan to regain financial viability and ultimately pay back the amount due.

For these reasons the City of Madera strongly supports AB 412.

Sincerely,

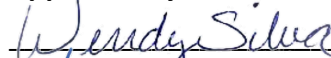
A handwritten signature in blue ink that reads "Arnaldo Rodriguez". The signature is written in a cursive style with a long, sweeping tail on the final letter.

Arnaldo Rodriguez
City Manager
City of Madera




REPORT TO CITY COUNCIL

Approved by:



Wendy Silva, Director of Human Resources



Arnaldo Rodriguez, City Manager

Council Meeting of: April 19, 2023

Agenda Number: B-7

SUBJECT:

Facility Use Agreements with Madera Unified School District

RECOMMENDATION:

Adopt a resolution authorizing the City Manager to execute no-fee Facility Use Agreements for City's use of Madera Unified School District facilities

SUMMARY:

From time to time, the City utilizes Madera Unified School District (MUSD) facilities for various uses such as youth sports practices or police department training. MUSD requires a Facility Use Agreement to reserve the room or space. The City is not charged a fee for use of the facilities, however MUSD does require the City to provide insurance and indemnification as part of the agreement. The requested action would authorize the City Manager to execute no-fee Facility Use Agreements with MUSD on the City's behalf.

DISCUSSION:

The City and MUSD have a cooperative relationship, and from time-to-time, the City utilizes MUSD facilities in the provision of services. Examples include:

- Use of sports fields for T-Ball practice or other youth sports;
- Use of sports training rooms, such as the wrestling room for law enforcement training;
- Use of auditorium spaces for lecture-type training; and
- Use of school sites for law enforcement training such as "active shooter."

MUSD does not charge the City for use of these facilities, however they do require the City to enter into no-fee Facility Use Agreements. These agreements require the City to provide applicable insurance to MUSD for use of the space, similar to requirements the City has for those

that utilize City facilities. Under the City's Purchasing Ordinance, the City Manager is authorized to enter into agreements for goods or services up to \$60,000 in value. While these are no-fee agreements, it can be argued that use of facilities are not necessarily a good or service. In order to facilitate the City's timely reservation and use of these facilities, staff is recommending the City Council provide authority to the City Manager to execute these no-fee MUSD Facility Use Agreements on the City's behalf. A sample agreement is provided as Exhibit A to the resolution contemplated with this report.

FINANCIAL IMPACT:

The City's use of MUSD facilities does not have an associated fee, however the City could be liable for monetary damages should the activities cause any damage while using the facilities or if injury occurs.

ALTERNATIVES:

Council may direct staff to bring individual agreements to City Council for consideration of approval as activities occur.

ATTACHMENTS:

1. Resolution
 - a. Exhibit A: MUSD Facility Use Agreement

Resolution No. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA
AUTHORIZING THE CITY MANAGER TO EXECUTE NO-FEE FACILITY USE
AGREEMENTS WITH MADERA UNIFIED SCHOOL DISTRICT**

WHEREAS, the City of Madera (City) has a need to utilize Madera Unified School District (MUSD) facilities from time-to-time for various activities such as sports practices and training; and

WHEREAS, MUSD requires the City to complete and submit Facility Use Agreements to reserve the requested space or room; and

WHEREAS, MUSD allows the City access to their facilities for no fee but does require the City to provide insurance and indemnify MUSD; and

WHEREAS, to facilitate timely submission of Facility Use Agreements and the required insurance certifications, the City desires to provide authority to the City Manager to execute the agreements on behalf of the City.

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 City Manager is authorized to execute no-fee Facility Use Agreements with Madera Unified School District on behalf of the City of Madera, a copy of which is attached hereto as Exhibit A and incorporated herein.
3. This resolution is effective immediately upon adoption.

* * * * *

MADERA UNIFIED SCHOOL DISTRICT

1205 S. Madera Avenue, Madera, CA 93637 • Phone (559) 675-4548 • FAX (559) 675-4608

Approved: Yes No

PERMIT APPLICATION FOR USE OF SCHOOL FACILITIES

Permit Applications must be completed two (2) weeks in advance and approved by the Facilities Planning Department.

Name of Applicant/Organization: _____
Billing Address: _____ City: _____ State: _____ Zip: _____
Email: _____ Phone: _____
Non-Profit Yes No Non-Profit ID: _____

School Site Requested: _____ Facility/Rooms Requested: _____
(Please list each room desired)

Will kitchen or Snack Bar be used Yes No Start Time: _____ AM / PM End Time: _____ AM / PM
(Times should include arrival to departure time)

A District assigned Child Nutrition staff member will be assigned for kitchen use.

Type of Activity/Meeting: _____ Estimated Number Attending: _____

Donations Solicited: Yes No Admission/Registration Fees Charged: Yes No

Single Date requested: _____ Start Time: _____ AM / PM End Time: _____ AM / PM
(Month/Day/Year) (Times should include arrival to departure time)

Recurring Schedule - Start Date: _____ End Date: _____
(Month/Day/Year) (Month/Day/Year)

Start Time: _____ AM / PM End Time: _____ AM / PM
(Times should include arrival to departure time)

Weekly Monthly: Mon Tues Wed Thur Fri Sat Sun Notes: _____

Multiple Dates and Times:

Special Set-up Needs or Instructions (audio, video, tables, chairs, etc.):

Statement of Information -

The undersigned, as duly authorized representative for _____ states that, to the best of his/her knowledge, the school property for use of which application is hereby made will not be used for the commission of any crime or any act which is prohibited by law.

The undersigned further declares that _____, the organization on whose behalf he/she is applying for the use of school facilities/property, upholds and defends the Constitution of the United States of America and the State of California.

The undersigned applying for the use of school facilities/property on behalf of any society, group or organization, shall be a member of such applicant group and have authorization from the applicant group to make request for such use.

It is further agreed, User will conform to all the "Rules and Regulations Governing the Use of School Facilities" as contained herein. (Page 2)

Signature: _____ Date: _____

DISTRICT USE ONLY

Facility Available Yes No Site Administrator: _____ Date: _____

Custodian: Open/Close Duration of Event Security: Yes No # of Officers _____ Times: _____

Custodian: _____ Security: _____

Facility Director: _____ Date: _____

RULES AND REGULATIONS GOVERNING THE USE OF MADERA UNIFIED SCHOOL DISTRICT FACILITIES

1. All school facilities are governed by Board Policy 1330.
2. Applications for the use of school facilities shall be made in writing at least **fourteen (14) days** prior to the proposed date of meeting or event. Applications must be signed by the person authorized to represent the group or organization, and must be filled out completely in order to be processed for approval. With the approval of the application, an authorized permit will be issued.
3. Organizations and groups will be assigned accommodations suitable to the size of the group. Permits will be issued for specific rooms or areas in school buildings and/or site. It shall be the responsibility of the organization or group to see that the remainder of the building or site is not entered. The User shall not use buildings, grounds, or other facilities for any activities other than those designated. **Children must be kept under adult supervision at all times.** Such items as microphones, projectors, blackboards, etc., are not furnished unless permission is obtained. All kitchen equipment is the property of the school district; kitchen equipment, utensils, etc., cannot be used for any other purpose. Cooking or the preparation of food by outside groups is prohibited unless approved by Facilities with proper permits, insurance, and assignment of Child Nutrition staff.
4. All permits will be issued for specific hours. At the conclusion of which time, the organization must leave the premises. No permit will be issued to extend later than 12:00 a.m.
5. When a rental charge is made, it must be in conformance with the schedule adopted by the Governing School Board. This schedule is subject to change at the will of the Board. All fees shall be paid in advance. Permission for post-use billing can be approved by the Facilities Planning Department only.
6. No school furniture or apparatus may be removed or displaced by any person or organization, without permission from, and under the supervision of the Site Administrator. Any furniture or apparatus so displaced, must be replaced to the satisfaction of the Site Administrator by the party, parties, or organization responsible for the removal thereof before their departure from the school facility.
7. School property must be protected from damage or mistreatment and each group must be responsible for the condition in which they leave the school building. In case school property is damaged, same shall be paid by the organization, its agents, officers, members, and/or employees which have use of the site.
8. **It shall not be permitted, within the precincts of school property, use of alcohol, illegal drugs, expectorating on floors, profane language, quarreling, fighting, or gambling. Smoking is NOT permitted on school premises or in school buildings. The use of any tobacco products are prohibited by law. It shall be the responsibility of the organization to whom a permit has been granted, to ensure that there are no violations of this regulation. No candles or open flames of any kind are allowed in school facilities.**
9. No permit will be issued for a longer period than one school year. At the expiration of all permits, written application must be made for renewal.
10. Permits for the use of school buildings at which there will be a discussion of civic/political problems, shall be open to all that desire to attend.
11. Should an organization need to cancel a permit, the office of Facilities Planning (559-675-4548) must be notified at least twenty-four (24) hours prior to the time for which the permit has been granted. If cancellation notice is not given at least twenty-four hours prior to the event, charges may be incurred. Failure to give such notice may result in the refusal or revocation of future permits.
12. Permits will be granted for use of school buildings on holidays only on unusual occasions. Permits issued over a period of time for the use of school facilities and which fall upon a holiday are automatically cancelled on the particular day or evening of the holiday, unless previously arranged with the Facilities Planning Department. It will not be necessary to renew the permit for subsequent meetings.
13. Any regular school organization, whether day or continuation, evening or afternoon in any school facility, has the preferential right to the use of the rooms in such facility. No permit will granted which in any way interferes with the program of regular school work. Any meeting for which a permit has been granted must give way to the regular and/or special school activities.
14. It shall be the duty of the Site Administrator to see that there are no violations of these regulations on the part of any individual or group. All organizations or groups involving juveniles seeking to use school facilities must provide adequate adult sponsorships and supervision. The Site Administrator shall report to the Director of Facilities Planning, all violations of these regulations.
15. Permits may be revoked by the Site Administrator or the Director of Facilities Planning without previous notice whenever the use of the school or school facilities may interfere with regular school use or where there has been a violation of these regulations.
16. Any person applying for the use of school buildings, sites or other facilities on behalf of any society, group or organization, shall be a member of such applicant group and unless he/she is an officer of such group, must present written authorization from the applicant group to make request for such use.
17. The permit which is granted to any group or organization for the use of school buildings, sites or other facilities, shall not be assigned to any other group or organization without the prior written consent of the District. A Facilities Use Permit may not be assigned to any other group or organization without the written consent of the School District.
18. User shall comply will the applicable laws, regulations and ordinances , and shall secure any and all permits which may be required by any governmental agency having jurisdiction to require the same for the intended use of said property.
19. The School District shall have the right to enter the premises or any part or portion thereof for the purposes of inspection or for making such repairs or alterations as may be necessary for the preservation thereof in safe condition.
20. No painting or alterations shall be done to any part or portion of the building site or other facility by putting up or changing any partition(s), door(s), window(s). No nailing, boring, drilling, stapling to the walls; or screwing into the woodwork, masonry, metalwork, or plastering shall be done without the express written consent of the School District.
21. User agrees that it **will not** construct, place, or permit to be constructed or placed, signs, awnings, marquees, or other structures projecting from the exterior of the premises without School District's written consent thereto.

_____ Initial

_____ Date

AGREEMENT TO INDEMNIFY AND PROVIDE INSURANCE

_____ (User) and **Madera Unified School District** have agreed that **Madera Unified School District** will permit _____ (User) to use/occupy _____ (Facility) at _____ (Site) to _____ (Describe Activity) from _____ to _____. In connection with this agreement, _____ (User) and **Madera Unified School District** agree as follows:

_____ (User) shall indemnify and hold harmless **Madera Unified School District** and its agents and employees, from any and all claims, lawsuits, loss, attorney fees, costs or expense of any kind resulting from any personal injury, death, property damage, economic loss and damage of any kind, caused by, arising out of or in any way connected with the use of the facility described above, regardless of the source or cause of such personal injury, property damage, death, economic loss or damage of any kind and regardless of whether such personal injury, property damage, death, economic loss or other damage be caused, in whole or in part, by the passive negligence, active negligence, gross negligence, reckless or fault of any kind by **Madera Unified School District** or any of its employees or agents.

_____ (User) shall also carry a commercial general liability insurance policy or its equivalent with a reputable insurance company with a minimum limit of liability not less than \$2,000,000 per occurrence. Said liability insurance policy shall name **Madera Unified School District** and its employees as Additional Insureds on said policy. Such coverage shall be primary and non-contributory insurance and the limit of the liability available to **Madera Unified School District** shall be the full limits of the _____ (User) insurance policy and shall not be limited, reduced, or restricted by any endorsement which limits the available limit of liability to the additional Insureds to the minimum amount required in a written contract. The Additional Insured coverage shall be provided using ISO forms CG 2010 and CG 2037 with an edition date of 07 04 or equivalent. The policy shall be endorsed to include a waiver of subrogation by User's insurer in favor of **Madera Unified School District**. This waiver shall be in the form of ISO CG 2404 05 09, CG 20 01 04 13, 461-0479 12 12, or equivalent. The policy shall provide that coverage shall not be cancelled, materially changed, or permitted to expire without a thirty (30) day prior written notice to **Madera Unified School District**. Failure to obtain and maintain the insurance required by this agreement on the part of _____ (User) shall constitute a breach of this Agreement.

_____ (User) shall furnish a certificate of insurance regarding such coverage from its insurance company as proof of said liability coverage.

Date: _____

Date: _____

by _____

by _____

for **Madera Unified School District**

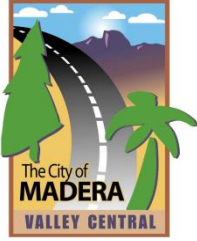
for _____ (User)

By: _____

By: _____

(Print name and title)

(Print name and title)



REPORT TO CITY COUNCIL

Approved by:

Wendy Silva
Wendy Silva, Director of Human Resources

Arnoldo Rodriguez
Arnoldo Rodriguez, City Manager

Council Meeting of: April 19, 2023

Agenda Number: B-8

SUBJECT:

Adoption of updated City of Madera Full Time Salary Schedule

RECOMMENDATION:

Adopt a resolution approving the revised City of Madera Full Time Salary Schedule reflecting a two percent cost-of-living adjustment for the City Manager job classification

SUMMARY:

The City is required by Government Code Sections 36506 and 37206 and the California Code of Regulations, Title 2, §570.5 to publicly adopt its pay schedule. The City Council previously adopted a salary schedule for full time positions effective December 31, 2022. Among other adjustments, that schedule provided a two percent (2%) cost of living adjustment (COLA) to salary ranges assigned for all full-time positions except the job classification of City Manager. At its meeting on April 5, 2023, the Council approved a two percent (2%) COLA to apply to the position of City Manager effective December 31, 2022. The requested action is to approve the revised City of Madera Full Time Salary Schedule effective December 31, 2022, inclusive of this most recent change.

DISCUSSION:

In November 2022, Council took action to implement a two percent (2%) COLA to be effective the pay period beginning December 31, 2022, for all four bargaining units and unrepresented department heads. This same action also approved revised pay range assignments for certain positions represented by the General Bargaining Unit and Mid Management Employee Group. In December 2022, Council took action to also implement a 2% COLA for the position of City Clerk with the same effective date.

California Government Code §36506 and §37206 and California Code of Regulations, Title 2, §570.5 require the City to publicly adopt its pay schedule. At that time, staff prepared a City of

Madera Full Time Salary Schedule that reflected the revised pay rates for each position after the COLA was applied and range assignments were adjusted.

At its April 5, 2023, meeting, the City Council approved an amendment to the City Manager's employment agreement that provided a two percent (2%) COLA to be effective December 31, 2022, similar to other full-time employees. While the action was approved at that time, the City must publicly adopt a salary schedule to reflect the change. Staff has prepared a revised December 31, 2022, City of Madera Full Time Salary Schedule that now includes the COLA being applied to the job classification of City Manager. The consolidated Full Time Salary Schedule will be posted on the City's website, if adopted.

FINANCIAL IMPACT:

The requested action is to adopt a consolidated public pay schedule; no new pay adjustments or increases are being requested besides those previously authorized by Council action.

ALTERNATIVES:

Council may direct staff to further modify the City's salary schedule.

ATTACHMENTS:

1. Resolution adopting the City of Madera Full Time Salary Schedule
 - a. Attachment A: City of Madera Full Time Salary Schedule effective December 31, 2022

Resolution No. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA
ADOPTING THE REVISED CITY OF MADERA FULL TIME SALARY SCHEDULE
EFFECTIVE DECEMBER 31, 2022**

WHEREAS, the City Council of the City of Madera previously adopted a salary scheduled for all full time job classifications providing a two percent (2%) cost of living adjustment and certain salary range modifications for full time employees; and

WHEREAS, at that time, the cost of living adjustment was not applicable to the position of City Manager; and

WHEREAS, through approval of an amendment to the City Manager’s At-Will Employment Agreement at its meeting April 5, 2023, Council has expressed a desire to apply a two percent (2%) cost of living adjustment to the position of City Manager to be effective December 31, 2022; and

WHEREAS, in compliance with California Government Code §36506 and §37206 and California Code of Regulations, Title 2, §570.5, staff has prepared a consolidated City of Madera Full Time Salary Schedule effective December 31, 2022, to be considered for adoption.

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. Effective December 31, 2022, the City of Madera Full Time Salary Schedule provided as Attachment A and incorporated herein is approved.
3. This resolution is effective immediately upon adoption.

* * * * *

City of Madera Full Time Salary Schedule
Effective 12/31/2022

Job Title	B/U	Range	Bi-Weekly Pay Rate					
			A	B	C	D	E	F
City Clerk	EXE	419	\$2,707.96	\$2,843.81	\$2,985.65	\$3,134.98	\$3,291.80	\$3,456.62
City Manager	EXE	587	\$6,259.97	\$6,573.12	\$6,901.75	\$7,246.86	\$7,608.95	\$7,989.53
Accountant (Junior)	GBU	282	\$1,451.16	\$1,523.77	\$1,600.10	\$1,680.13	\$1,763.87	\$1,852.38
Accounting Technician I	GBU	263	\$1,320.25	\$1,385.97	\$1,455.40	\$1,528.02	\$1,604.34	\$1,684.90
Accounting Technician II	GBU	283	\$1,458.58	\$1,531.20	\$1,608.05	\$1,688.61	\$1,772.88	\$1,861.39
Accounting Technician III	GBU	300	\$1,587.38	\$1,666.88	\$1,750.09	\$1,837.54	\$1,929.76	\$2,026.22
Administrative Assistant	GBU	303	\$1,611.23	\$1,691.79	\$1,776.59	\$1,865.63	\$1,958.91	\$2,056.43
Animal Control Officer	GBU	290	\$1,510.53	\$1,585.79	\$1,665.29	\$1,748.50	\$1,835.95	\$1,927.64
Assistant Planner	GBU	352	\$2,057.49	\$2,160.32	\$2,268.44	\$2,381.86	\$2,501.11	\$2,626.19
Building Permit Technician	GBU	288	\$1,495.15	\$1,569.89	\$1,648.33	\$1,731.01	\$1,817.40	\$1,908.56
Combination Building Inspector	GBU	348	\$2,016.68	\$2,117.92	\$2,223.39	\$2,334.69	\$2,451.82	\$2,574.25
Computer Technician	GBU	344	\$1,976.93	\$2,076.04	\$2,179.93	\$2,288.58	\$2,403.06	\$2,523.37
Construction Inspector I	GBU	322	\$1,771.82	\$1,860.33	\$1,953.08	\$2,050.60	\$2,153.43	\$2,261.02
Construction Inspector II	GBU	342	\$1,957.32	\$2,055.37	\$2,158.20	\$2,265.79	\$2,379.21	\$2,498.46
Deputy City Clerk	GBU	311	\$1,676.95	\$1,760.69	\$1,848.67	\$1,941.42	\$2,038.41	\$2,140.18
Electrician II	GBU	361	\$2,151.84	\$2,259.43	\$2,372.85	\$2,491.04	\$2,615.59	\$2,746.51
Electrician III	GBU	381	\$2,377.62	\$2,496.87	\$2,629.37	\$2,752.34	\$2,890.14	\$3,034.83
Engineering Technician I	GBU	302	\$1,603.28	\$1,683.84	\$1,767.58	\$1,856.09	\$1,948.84	\$2,046.36
Engineering Technician II	GBU	322	\$1,771.82	\$1,860.33	\$1,953.08	\$2,050.60	\$2,153.43	\$2,261.02
Engineering Technician III	GBU	350	\$2,037.35	\$2,139.12	\$2,246.18	\$2,358.01	\$2,476.20	\$2,599.69
Facilities Maintenance Technician	GBU	289	\$1,502.57	\$1,577.84	\$1,656.81	\$1,739.49	\$1,826.41	\$1,918.10
Grants Specialist	GBU	299	\$1,579.43	\$1,658.40	\$1,741.61	\$1,828.53	\$1,920.22	\$2,016.15
Industrial Electrical Technician	GBU	381	\$2,377.62	\$2,496.87	\$2,629.37	\$2,752.34	\$2,890.14	\$3,034.83
Lead Electrician	GBU	401	\$2,627.25	\$2,758.70	\$2,896.50	\$3,041.19	\$3,193.30	\$3,352.83
Maintenance Technician	GBU	308	\$1,652.04	\$1,734.72	\$1,821.64	\$1,912.80	\$2,008.20	\$2,108.37
Mechanic I	GBU	286	\$1,480.31	\$1,554.52	\$1,632.43	\$1,714.05	\$1,799.38	\$1,889.48
Mechanic II	GBU	301	\$1,595.33	\$1,675.36	\$1,759.10	\$1,847.08	\$1,939.30	\$2,036.29
Mechanic III	GBU	321	\$1,762.81	\$1,850.79	\$1,943.54	\$2,040.53	\$2,142.83	\$2,249.89
Neighborhood Outreach Assistant	GBU	276	\$1,408.23	\$1,478.72	\$1,552.93	\$1,630.31	\$1,711.93	\$1,797.79
Neighborhood Outreach Coordinator	GBU	306	\$1,635.61	\$1,717.76	\$1,803.62	\$1,893.72	\$1,988.06	\$2,087.70
Neighborhood Preservation Specialist I	GBU	310	\$1,668.47	\$1,752.21	\$1,839.66	\$1,931.88	\$2,028.34	\$2,129.58

City of Madera Full Time Salary Schedule
Effective 12/31/2022

Job Title	B/U	Range	Bi-Weekly Pay Rate					
			A	B	C	D	E	F
Neighborhood Preservation Specialist II	GBU	330	\$1,843.90	\$1,936.12	\$2,032.58	\$2,134.35	\$2,240.88	\$2,353.24
Neighborhood Preservation Specialist III	GBU	350	\$2,037.35	\$2,139.12	\$2,246.18	\$2,358.01	\$2,476.20	\$2,599.69
Office Assistant I	GBU	263	\$1,320.25	\$1,385.97	\$1,455.40	\$1,528.02	\$1,604.34	\$1,684.90
Office Assistant II	GBU	283	\$1,458.58	\$1,531.20	\$1,608.05	\$1,688.61	\$1,772.88	\$1,861.39
Parks Leadworker	GBU	323	\$1,780.30	\$1,869.34	\$1,963.15	\$2,061.20	\$2,164.03	\$2,272.15
Parks Worker I	GBU	263	\$1,320.25	\$1,385.97	\$1,455.40	\$1,528.02	\$1,604.34	\$1,684.90
Parks Worker II	GBU	283	\$1,458.58	\$1,531.20	\$1,608.05	\$1,688.61	\$1,772.88	\$1,861.39
Parks Worker III	GBU	303	\$1,611.23	\$1,691.79	\$1,776.59	\$1,865.63	\$1,958.91	\$2,056.43
Payroll Specialist	GBU	316	\$1,719.35	\$1,805.21	\$1,895.84	\$1,990.18	\$2,089.82	\$2,194.24
Plans Examiner	GBU	360	\$2,141.24	\$2,248.30	\$2,360.66	\$2,478.85	\$2,602.87	\$2,732.73
Public Works Equipment Operator	GBU	303	\$1,611.23	\$1,691.79	\$1,776.59	\$1,865.63	\$1,958.91	\$2,056.43
Public Works Maintenance Lead Worker	GBU	323	\$1,780.30	\$1,869.34	\$1,963.15	\$2,061.20	\$2,164.03	\$2,272.15
Public Works Maintenance Worker I	GBU	263	\$1,320.25	\$1,385.97	\$1,455.40	\$1,528.02	\$1,604.34	\$1,684.90
Public Works Maintenance Worker II	GBU	283	\$1,458.58	\$1,531.20	\$1,608.05	\$1,688.61	\$1,772.88	\$1,861.39
Purchasing Assistant	GBU	280	\$1,436.85	\$1,508.41	\$1,584.20	\$1,663.17	\$1,746.38	\$1,833.83
Recreation/Community Programs Coordinator	GBU	313	\$1,693.91	\$1,778.71	\$1,867.22	\$1,961.03	\$2,059.08	\$2,161.91
Solid Waste/Recycling Assistant	GBU	283	\$1,458.58	\$1,531.20	\$1,608.05	\$1,688.61	\$1,772.88	\$1,861.39
Solid Waste/Recycling Coordinator	GBU	313	\$1,693.91	\$1,778.71	\$1,867.22	\$1,961.03	\$2,059.08	\$2,161.91
Water Conservation Customer Service Representative	GBU	263	\$1,320.25	\$1,385.97	\$1,455.40	\$1,528.02	\$1,604.34	\$1,684.90
Water Conservation Specialist	GBU	283	\$1,458.58	\$1,531.20	\$1,608.05	\$1,688.61	\$1,772.88	\$1,861.39
Water Quality Specialist I	GBU	320	\$1,753.80	\$1,841.78	\$1,934.00	\$2,030.46	\$2,132.23	\$2,238.76
Water Quality Specialist II	GBU	340	\$1,938.24	\$2,034.70	\$2,136.46	\$2,243.53	\$2,355.89	\$2,473.55
Water Quality Specialist In Training	GBU	293	\$1,532.79	\$1,609.64	\$1,690.20	\$1,774.47	\$1,863.51	\$1,956.79
Water System Lead Worker	GBU	365	\$2,195.30	\$2,305.01	\$2,420.55	\$2,541.39	\$2,668.59	\$2,802.16
Water System Technician	GBU	350	\$2,037.35	\$2,139.12	\$2,246.18	\$2,358.01	\$2,476.20	\$2,599.69
Water System Worker I	GBU	293	\$1,532.79	\$1,609.64	\$1,690.20	\$1,774.47	\$1,863.51	\$1,956.79
Water System Worker II	GBU	320	\$1,753.80	\$1,841.78	\$1,934.00	\$2,030.46	\$2,132.23	\$2,238.76
Water System Worker III	GBU	340	\$1,938.24	\$2,034.70	\$2,136.46	\$2,243.53	\$2,355.89	\$2,473.55
WW Lab Analyst/Environmental Compliance Inspector I	GBU	345	\$1,987.00	\$2,086.11	\$2,190.53	\$2,300.24	\$2,415.25	\$2,536.09
WW Lab Analyst/Environmental Compliance Inspector II	GBU	365	\$2,195.30	\$2,305.01	\$2,420.55	\$2,541.39	\$2,668.59	\$2,802.16
WWTP Lead Operator	GBU	383	\$2,401.47	\$2,521.78	\$2,647.92	\$2,779.90	\$2,919.29	\$3,065.04

City of Madera Full Time Salary Schedule
Effective 12/31/2022

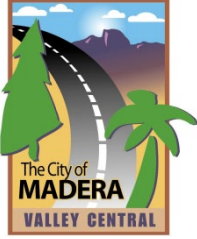
Job Title	B/U	Range	Bi-Weekly Pay Rate					
			A	B	C	D	E	F
WWTP Mechanic	GBU	375	\$2,307.66	\$2,423.20	\$2,544.04	\$2,671.24	\$2,804.81	\$2,945.26
WWTP Operator I	GBU	322	\$1,771.82	\$1,860.33	\$1,953.08	\$2,050.60	\$2,153.43	\$2,261.02
WWTP Operator II	GBU	344	\$1,976.93	\$2,076.04	\$2,179.93	\$2,288.58	\$2,403.06	\$2,523.37
WWTP Operator III	GBU	364	\$2,184.70	\$2,293.88	\$2,408.36	\$2,528.67	\$2,655.34	\$2,787.85
WWTP Operator In Training	GBU	301	\$1,595.33	\$1,675.36	\$1,759.10	\$1,847.08	\$1,939.30	\$2,036.29
Chief Building Official	M	464	\$3,526.64	\$3,702.79	\$3,887.77	\$4,082.63	\$4,286.32	\$4,500.92
City Engineer	M	512	\$4,480.65	\$4,704.61	\$4,939.47	\$5,186.81	\$5,446.10	\$5,718.38
Communications Manager	M	456	\$3,388.42	\$3,557.81	\$3,736.04	\$3,922.58	\$4,119.00	\$4,324.77
Director of Community Development	M	535	\$5,025.21	\$5,276.18	\$5,540.15	\$5,817.11	\$6,108.09	\$6,413.63
Director of Financial Services	M	525	\$4,780.47	\$5,019.49	\$5,270.47	\$5,533.91	\$5,810.87	\$6,101.34
Director of Human Resources	M	513	\$4,503.00	\$4,727.99	\$4,964.41	\$5,212.79	\$5,473.12	\$5,746.96
Director of Parks & Community Services	M	509	\$4,414.14	\$4,634.46	\$4,866.21	\$5,109.39	\$5,365.04	\$5,633.16
Information Services Manager	M	474	\$3,706.94	\$3,892.45	\$4,086.78	\$4,290.99	\$4,505.59	\$4,731.11
Planning Manager	M	476	\$3,743.84	\$3,931.42	\$4,127.83	\$4,334.12	\$4,550.80	\$4,778.39
Police Chief	M	554	\$5,524.56	\$5,801.00	\$6,090.94	\$6,395.44	\$6,715.00	\$7,050.68
Public Works Operations Director	M	508	\$4,391.80	\$4,611.60	\$4,842.31	\$5,084.45	\$5,338.54	\$5,605.10
Crime Analysis Technician	MPOA	306	\$1,635.61	\$1,717.76	\$1,803.62	\$1,893.72	\$1,988.06	\$2,087.70
Police Corporal	MPOA	383	\$2,401.47	\$2,521.78	\$2,647.92	\$2,779.90	\$2,919.29	\$3,065.04
Police Officer I	MPOA	363	\$2,173.57	\$2,282.22	\$2,396.17	\$2,515.95	\$2,642.09	\$2,774.07
Police Officer II	MPOA	373	\$2,284.87	\$2,398.82	\$2,519.13	\$2,644.74	\$2,777.25	\$2,916.11
Police Officer Trainee	MPOA	333	\$1,871.46	\$1,965.27	\$2,063.32	\$2,166.68	\$2,274.80	\$2,388.75
Police Sergeant	MPOA	426	\$2,976.00	\$3,124.93	\$3,281.28	\$3,445.06	\$3,617.31	\$3,798.04
Property & Evidence Officer	MPOA	296	\$1,556.11	\$1,634.02	\$1,715.64	\$1,801.50	\$1,891.60	\$1,985.94
Public Safety Dispatcher	MPOA	294	\$1,540.74	\$1,617.59	\$1,698.68	\$1,783.48	\$1,872.52	\$1,966.33
Records Clerk	MPOA	270	\$1,366.89	\$1,435.26	\$1,506.81	\$1,582.61	\$1,661.58	\$1,744.79

City of Madera Full Time Salary Schedule Effective 12/31/2022

Job Title	B/U	Range	Bi-Weekly Pay Rate									
			A	B	C	D	E	F	F + 2.5%	F + 5%	F + 7.5%	F + 10%
Executive Secretary to the Chief of Police	LEMM	330	\$1,843.90	\$1,936.12	\$2,032.58	\$2,134.35	\$2,240.88	\$2,353.24	\$2,412.07	\$2,470.90	\$2,529.73	\$2,588.56
Police Auxiliary Services Supervisor	LEMM	350	\$2,037.35	\$2,139.12	\$2,246.18	\$2,358.01	\$2,476.20	\$2,599.69	\$2,664.69	\$2,729.68	\$2,794.67	\$2,859.66
Police Commander	LEMM	504	\$4,391.12	\$4,611.08	\$4,841.63	\$5,083.31	\$5,337.72	\$5,604.31				
Police Lieutenant	LEMM	487	\$4,034.43	\$4,235.83	\$4,447.83	\$4,670.44	\$4,903.64	\$5,149.03				
Police Office Supervisor	LEMM	350	\$2,037.35	\$2,139.12	\$2,246.18	\$2,358.01	\$2,476.20	\$2,599.69	\$2,664.69	\$2,729.68	\$2,794.67	\$2,859.66
Accountant I	MM	322	\$1,771.82	\$1,860.33	\$1,953.08	\$2,050.60	\$2,153.43	\$2,261.02	\$2,317.54	\$2,374.07	\$2,430.59	\$2,487.12
Accountant II	MM	362	\$2,162.97	\$2,271.09	\$2,384.51	\$2,503.76	\$2,628.84	\$2,760.29	\$2,829.29	\$2,898.30	\$2,967.31	\$3,036.31
Administrative Analyst I	MM	358	\$2,120.03	\$2,226.04	\$2,337.34	\$2,454.47	\$2,576.90	\$2,705.69	\$2,773.34	\$2,840.98	\$2,908.62	\$2,976.26
Administrative Analyst II	MM	386	\$2,438.04	\$2,559.94	\$2,687.67	\$2,822.30	\$2,963.28	\$3,111.15	\$3,188.93	\$3,266.71	\$3,344.49	\$3,422.27
Assistant Engineer	MM	392	\$2,511.71	\$2,637.32	\$2,769.30	\$2,907.63	\$3,053.38	\$3,206.02	\$3,286.17	\$3,366.32	\$3,446.47	\$3,526.63
Associate Civil Engineer	MM	420	\$2,888.55	\$3,032.71	\$3,184.29	\$3,343.83	\$3,510.78	\$3,686.21	\$3,778.37	\$3,870.52	\$3,962.68	\$4,054.83
Associate Planner	MM	368	\$2,228.69	\$2,339.99	\$2,457.12	\$2,579.55	\$2,708.87	\$2,844.03	\$2,915.13	\$2,986.23	\$3,057.33	\$3,128.43
Communications Specialist	MM	358	\$2,120.03	\$2,226.04	\$2,337.34	\$2,454.47	\$2,576.90	\$2,705.69	\$2,773.34	\$2,840.98	\$2,908.62	\$2,976.26
Deputy City Engineer	MM	467	\$3,651.23	\$3,834.08	\$4,025.42	\$4,226.82	\$4,438.29	\$4,659.84	\$4,776.33	\$4,892.83	\$5,009.32	\$5,125.82
Electrical and Facilities Operations Manager	MM	421	\$2,902.86	\$3,048.08	\$3,200.19	\$3,360.26	\$3,528.27	\$3,704.76	\$3,797.38	\$3,890.00	\$3,982.62	\$4,075.24
Engineering Project Manager	MM	419	\$2,873.71	\$3,017.87	\$3,168.39	\$3,326.86	\$3,493.29	\$3,668.19	\$3,759.90	\$3,851.60	\$3,943.31	\$4,035.01
Executive Secretary	MM	330	\$1,843.90	\$1,936.12	\$2,032.58	\$2,134.35	\$2,240.88	\$2,353.24	\$2,412.07	\$2,470.90	\$2,529.73	\$2,588.56
Executive Secretary to City Administrator	MM	330	\$1,843.90	\$1,936.12	\$2,032.58	\$2,134.35	\$2,240.88	\$2,353.24	\$2,412.07	\$2,470.90	\$2,529.73	\$2,588.56
Financial Services Manager	MM	446	\$3,288.17	\$3,452.48	\$3,625.26	\$3,806.52	\$3,996.80	\$4,196.61	\$4,301.52	\$4,406.44	\$4,511.35	\$4,616.27
Fleet Operations Manager	MM	404	\$2,667.00	\$2,800.04	\$2,939.96	\$3,087.30	\$3,241.53	\$3,403.72	\$3,488.81	\$3,573.90	\$3,658.99	\$3,744.09
Grant Administrator	MM	446	\$3,288.17	\$3,452.48	\$3,625.26	\$3,806.52	\$3,996.80	\$4,196.61	\$4,301.52	\$4,406.44	\$4,511.35	\$4,616.27
Grant Analyst	MM	358	\$2,120.03	\$2,226.04	\$2,337.34	\$2,454.47	\$2,576.90	\$2,705.69	\$2,773.34	\$2,840.98	\$2,908.62	\$2,976.26
Human Resources Technician	MM	290	\$1,510.53	\$1,585.79	\$1,665.29	\$1,748.50	\$1,835.95	\$1,927.64	\$1,975.83	\$2,024.02	\$2,072.22	\$2,120.41
Human Resources Technician II	MM	310	\$1,668.47	\$1,752.21	\$1,839.66	\$1,931.88	\$2,028.34	\$2,129.58	\$2,182.81	\$2,236.05	\$2,289.29	\$2,342.53
Neighborhood Preservation Supervisor	MM	380	\$2,365.96	\$2,484.15	\$2,608.17	\$2,739.09	\$2,875.83	\$3,019.46	\$3,094.95	\$3,170.43	\$3,245.92	\$3,321.41
Network Administrator	MM	389	\$2,474.61	\$2,598.10	\$2,727.96	\$2,864.70	\$3,007.80	\$3,158.32	\$3,237.28	\$3,316.24	\$3,395.20	\$3,474.15
Park Planning Manager	MM	426	\$2,976.00	\$3,124.93	\$3,281.28	\$3,445.06	\$3,617.31	\$3,798.04	\$3,892.99	\$3,987.94	\$4,082.90	\$4,177.85
Parks Manager	MM	385	\$2,425.85	\$2,546.69	\$2,674.42	\$2,807.99	\$2,948.44	\$3,095.78	\$3,173.18	\$3,250.57	\$3,327.96	\$3,405.36
Parks Supervisor	MM	350	\$2,037.35	\$2,139.12	\$2,246.18	\$2,358.01	\$2,476.20	\$2,599.69	\$2,664.69	\$2,729.68	\$2,794.67	\$2,859.66
Procurement Services Manager	MM	358	\$2,120.03	\$2,226.04	\$2,337.34	\$2,454.47	\$2,576.90	\$2,705.69	\$2,773.34	\$2,840.98	\$2,908.62	\$2,976.26
Program Manager-Grants	MM	366	\$2,206.43	\$2,316.67	\$2,432.74	\$2,554.11	\$2,681.84	\$2,815.94	\$2,886.33	\$2,956.73	\$3,027.13	\$3,097.53
Recreation/Community Programs Manager	MM	390	\$2,486.80	\$2,611.35	\$2,741.74	\$2,879.01	\$3,022.64	\$3,174.22	\$3,253.58	\$3,332.93	\$3,412.29	\$3,491.64
Recreation/Community Programs Supervisor	MM	353	\$2,068.09	\$2,171.45	\$2,279.57	\$2,393.52	\$2,513.30	\$2,638.91	\$2,704.89	\$2,770.86	\$2,836.83	\$2,902.80
Redevelopment Agency Secretary	MM	342	\$1,957.32	\$2,055.37	\$2,158.20	\$2,265.79	\$2,379.21	\$2,498.46	\$2,560.92	\$2,623.38	\$2,685.85	\$2,748.31
Redevelopment Manager	MM	427	\$2,990.84	\$3,140.30	\$3,297.71	\$3,462.55	\$3,635.33	\$3,817.12	\$3,912.55	\$4,007.98	\$4,103.41	\$4,198.83
Safety Officer	MM	358	\$2,120.03	\$2,226.04	\$2,337.34	\$2,454.47	\$2,576.90	\$2,705.69	\$2,773.34	\$2,840.98	\$2,908.62	\$2,976.26
Senior Civil Engineer	MM	439	\$3,175.28	\$3,334.29	\$3,500.71	\$3,676.14	\$3,859.52	\$4,052.45	\$4,153.76	\$4,255.07	\$4,356.38	\$4,457.69
Senior Planner	MM	429	\$3,021.05	\$3,172.10	\$3,330.58	\$3,497.00	\$3,671.90	\$3,855.28	\$3,951.67	\$4,048.05	\$4,144.43	\$4,240.81
Solid Waste Manager	MM	353	\$2,068.09	\$2,171.45	\$2,279.57	\$2,393.52	\$2,513.30	\$2,638.91	\$2,704.89	\$2,770.86	\$2,836.83	\$2,902.80
Streets & Storm Drainage Ops. Manager	MM	385	\$2,425.85	\$2,546.69	\$2,674.42	\$2,807.99	\$2,948.44	\$3,095.78	\$3,173.18	\$3,250.57	\$3,327.96	\$3,405.36
Streets & Storm Drainage Supervisor	MM	350	\$2,037.35	\$2,139.12	\$2,246.18	\$2,358.01	\$2,476.20	\$2,599.69	\$2,664.69	\$2,729.68	\$2,794.67	\$2,859.66

City of Madera Full Time Salary Schedule Effective 12/31/2022

Job Title	B/U	Range	Bi-Weekly Pay Rate									
			A	B	C	D	E	F	F + 2.5%	F + 5%	F + 7.5%	F + 10%
Tyler Munis Implementation Project Manager	MM	408	\$2,720.53	\$2,856.75	\$2,999.32	\$3,149.31	\$3,306.72	\$3,472.09	\$3,558.89	\$3,645.69	\$3,732.49	\$3,819.30
Utility Billing Supervisor	MM	334	\$1,881.00	\$1,974.81	\$2,073.92	\$2,177.28	\$2,286.46	\$2,400.41	\$2,460.42	\$2,520.43	\$2,580.44	\$2,640.45
Waste Water Treatment Plant Manager	MM	459	\$3,508.66	\$3,684.09	\$3,868.00	\$4,061.46	\$4,264.45	\$4,478.04	\$4,589.99	\$4,701.95	\$4,813.90	\$4,925.85
Wastewater Collection System Supervisor	MM	346	\$1,997.07	\$2,096.71	\$2,201.66	\$2,311.90	\$2,427.44	\$2,548.81	\$2,612.53	\$2,676.25	\$2,739.97	\$2,803.69
Water & Sewer Operations Manager	MM	423	\$2,932.01	\$3,078.29	\$3,232.52	\$3,394.18	\$3,563.78	\$3,741.86	\$3,835.41	\$3,928.96	\$4,022.50	\$4,116.05
Water Meter & Conservation Supervisor	MM	340	\$1,938.24	\$2,034.70	\$2,136.46	\$2,243.53	\$2,355.89	\$2,473.55	\$2,535.39	\$2,597.23	\$2,659.07	\$2,720.91
Water System Supervisor	MM	385	\$2,425.85	\$2,546.69	\$2,674.42	\$2,807.99	\$2,948.44	\$3,095.78	\$3,173.18	\$3,250.57	\$3,327.96	\$3,405.36

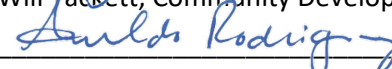


REPORT TO THE CITY COUNCIL

Approved by:



Will Tackett, Community Development Director



Arnaldo Rodriguez, City Manager

Council Meeting of: April 19, 2023

Agenda Number: B-9

SUBJECT:

Second Reading and Adoption of an Ordinance Repealing Outdated Section 10-3.419 of the Madera Municipal Code, Telecommunications, Towers, Antennas and Structures (OTA 2022-02)

RECOMMENDATION:

Waive the Full Reading and Adopt a Regulatory Ordinance (i) Repealing Section 10-3.419 of Title X, Chapter 3 of the Madera Municipal Code Relating to Telecommunications Towers, Antennas and Structures and (ii) finding the Ordinance is not a project subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15378, and alternatively, exempt from CEQA under CEQA Guidelines Section 15061(b)(3) (Common Sense).

SUMMARY:

Adoption or amendment of an ordinance requires two readings (actions) by the City Council: introduction and adoption. Following a public hearing at its April 5, 2023 regular meeting, the Madera City Council introduced and waived the full reading of the proposed ordinance. This is the second reading.

This is a housekeeping ordinance as a result of the City Council's (Council) adoption of a comprehensive ordinance and a policy regarding wireless facilities on October 19, 2022. The Planning Commission (Commission) and staff are recommending the Council to hold a public hearing and introduce for the first reading by title only the full reading of regulatory ordinance repealing outdated Section 10-3.419 of Title X, Chapter 3 of the Madera Municipal Code (MMC) (OTA 2022-02). On February 21, 2023, the Commission adopted Planning Commission Resolution No. 1946 recommending that Council adopt an ordinance repealing Section 10-3.419 and find the ordinance not a project to CEQA (refer to Attachment 1).

BACKGROUND:

On October 19, 2022, the Madera City Council adopted Ordinance No. 995 C.S. adding Chapter 9 of Title X to the Madera Municipal Code (MMC) allowing for new regulations for wireless facilities on private property and Resolution No. 22-174 adopting a policy (Administrative Policy No. AP-69) for small wireless facilities in the public rights-of-way (refer to Attachments 1 and 2). The purpose of the new regulations

and policies were to bring the MMC in line with recent Federal and State case law pertinent to wireless facilities and to replace MMC Section 10-3.419 (refer to Attachment 3) which had become out of step with Federal and State law. Chapter 9 lists preferred and discouraged locations to prioritize locations where wireless projects can be approved. Complementing Chapter 9, Administrative Policy No. AP-69 established location standards for wireless facilities in the public rights-of-way.

When Chapter 9 of Title X was adopted by the City Council, the City Council during its public hearing for the ordinance text amendment (OTA 2022-01) was informed that the text amendment was necessitated by changes in State and Federal Law regarding the regulation of Wireless Facilities. Specifically, a new ordinance regulating new Wireless Facilities on private property was needed to make the City code consistent with State and Federal Law and a new policy regulating Wireless projects in the Public Rights-of-way was also legally necessary and was drafted. The addition of Chapter 9 to the MMC and adoption of Administrative Policy No. AP-69 necessitates the repeal of Section 10-3.419 of the MMC to avoid duplicative and obsolete regulations.

ENVIRONMENTAL REVIEW:

Staff performed a preliminary environmental assessment in accordance with CEQA and determined that an ordinance repealing Section 10-3.419 of the MMC is not a “project” subject to CEQA pursuant to Section 15378. Alternatively, if the ordinance was a “project” subject to CEQA, it would be exempt from CEQA under CEQA Guidelines Section 15061(b)(3) the General Rule of Exception of the CEQA Guidelines. Further, none of the exceptions under Section 15300.2 of the CEQA Guidelines are applicable.

PLANNING COMMISSION REVIEW:

The Commission held a public hearing on February 21, 2023 to consider the repeal of Section 10-3.419 of Title X, Chapter 3 of the MMC. On a 7-0 vote, the Commission adopted Resolution No. 1946 recommending Council adopt an Ordinance repealing Section 10-3.419 of the MMC and to find the Ordinance to repeal Section 10-3.419 of the MMC is not a project subject to CEQA.

PUBLIC NOTICE:

Public notification consisted of publishing a notice in the local newspaper (Madera Tribune) and by posting the agenda, with the agenda items listed, at least 72 hours prior to the meeting.

FINANCIAL IMPACT:

Cost associated with the ordinance to repeal Section 10-3.419 of the MMC included various staff time, City Attorney fees and public noticing.

ALTERNATIVES:

As an alternative, the Council may elect to:

1. Move to refer the item back to staff or continue the public hearing to a future Council meeting at a date certain with direction to staff to return with an updated staff report and/or ordinance.
2. Provide staff with other alternative directives.

ATTACHMENTS:

1. Planning Commission Resolution No. 1946
2. Proposed Ordinance

ATTACHMENT 1

Planning Commission Resolution No. 1946

Recommending City Council Adopt an Ordinance Repealing Section 10-3.419 of Title X of the Madera Municipal Code Related to Telecommunication Towers, Antennas and Structures and Find the Ordinance is Not a Project Subject to CEQA Pursuant to CEQA Guidelines Section 15378 and Alternatively, Exempt from CEQA Under CEQA Guidelines Section 15061(B)(3) (Common Sense)

RESOLUTION NO. 1946

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MADERA RECOMMENDING THE CITY COUNCIL ADOPT AN ORDINANCE REPEALING SECTION 10-3.419 OF TITLE X OF THE MADERA MUNICIPAL CODE RELATING TO TELECOMMUNICATION TOWERS, ANTENNAS AND STRUCTURES AND FIND THE ORDINANCE IS NOT A PROJECT SUBJECT TO CEQA PURSUANT TO CEQA GUIDELINES SECTION 15378, AND ALTERNATIVELY, EXEMPT FROM CEQA UNDER CEQA GUIDELINES SECTION 15061(B)(3) (COMMON SENSE)

WHEREAS, pursuant to the California Constitution, Article XI, section 7; California Government Code Section 37100 and other applicable law, the City Council of the City of Madera (“City Council”) may make and enforce within its limits all local, police, sanitary and other ordinances, resolutions and other regulations not in conflict with general laws; and

WHEREAS, On October 19, 2022, the City Council adopted Ordinance No. 995 C.S., which added Chapter 9 to Title X of the Madera Municipal Code, and brought the Madera Municipal Code in line with recent Federal and State law pertinent to wireless facilities; and

WHEREAS, the adoption of Ordinance No. 995 C.S. necessitates the repeal of Section 10-3.419 of the Madera Municipal Code to avoid duplicative and obsolete regulations; and

WHEREAS, the City performed a preliminary environmental assessment in accordance with the California Environmental Quality Act (CEQA) and determined that an ordinance repealing Section 10-3.419 is not a “project” subject to CEQA per CEQA Guidelines Section 15378, and alternatively, if the ordinance was a “project” subject to CEQA, it would be exempt from CEQA under CEQA Guidelines Section 15061(b)(3); and

WHEREAS, on February 21, 2023, the Planning Commission held a duly noticed public hearing, and evaluated the information in the record, and considered testimony at the public hearing; and

WHEREAS, the Planning Commission now desires to recommend that the City Council adopt an ordinance repealing Section 10-3.419 of the Madera Municipal Code related to telecommunication towers, antennas, and structures.

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

1. Recitals. The Planning Commission finds that: (a) the facts set forth in the recitals in this Resolution are true and correct and incorporated by reference; and (b) the recitals constitute findings in this matter and, together with the staff report, other written reports, public testimony and other information contained in the record, are an adequate and appropriate evidentiary basis for the actions taken in this Resolution.

2. CEQA Recommendation. The Planning Commission recommends that the City Council find that the ordinance does not qualify as a “project” subject to California Environmental Quality Act (“CEQA”) Guidelines § 15378 and California Public Resources Code § 21065 because repealing Section 10-3.419 is a ministerial action that has no potential for resulting in either a direct or physical change in the environment or a reasonably foreseeable indirect physical change in the environment. Alternatively, if this action qualified as a “project”, it would be exempt pursuant to CEQA Guidelines § 15061(b)(3) (Common Sense) because there is no possibility that the project will have a significant impact on the

physical environment. Further, none of the exceptions under Section 15300.2 of the CEQA Guidelines are applicable to this project.

3. Recommendation to Adopt the Ordinance. The Planning Commission recommends that the City Council adopt an ordinance repealing Section 10-3.419.

4. Effective Date. This Resolution shall become effective immediately.

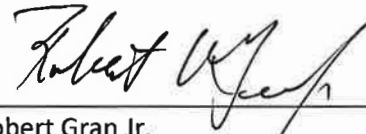
Passed and adopted by the Planning Commission of the City of Madera this 21st day of February 2023, by the following vote:

AYES: Commissioner's Rohi Zazcharia, Bobby Sheikh, Balwinder Singh, Saim Mohammad, Jose Eduardo Chavez, Vice Chairperson Ramon Lopez, Chairperson Robert Gran Jr.

NOES: None

ABSTENTIONS: None

ABSENT: None



Robert Gran Jr.
Planning Commission Chairperson
Attest:



Gary Conte, AICP
Planning Manager

ATTACHMENT 2

City Council Ordinance

Repeal of Section 10-3.419 of Title X, Chapter 3
Telecommunication Towers, Antennas and Structures

ORDINANCE _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA REPEALING SECTION 10-3.419 OF TITLE X, CHAPTER 3 OF THE MADERA MUNICIPAL CODE RELATING TO TELECOMMUNICATION TOWERS, ANTENNAS AND STRUCTURES AND FINDING THE ORDINANCE IS NOT A PROJECT SUBJECT TO CEQA PURSUANT TO CEQA GUIDELINES SECTION 15378, AND ALTERNATIVELY IS EXEMPT FROM CEQA UNDER CEQA GUIDELINES SECTION 15061(B)(3) (COMMON SENSE)

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

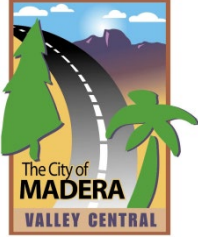
SECTION 1. Section 10-3.419 Of Title X, Chapter 3 of the Madera Municipal Code Relating To Telecommunication Towers, Antennas And Structures is repealed.

SECTION 2. CEQA. The City Council finds that the Ordinance does not qualify as a “project” subject to California Environmental Quality Act (“CEQA”) Guidelines Section 15378 and California Public Resources Code Section 21065 because repealing Section 10-3.419 is a ministerial action that has no potential for resulting in either a direct or physical change in the environment or a reasonably foreseeable indirect physical change in the environment. Alternatively, if this action qualified as a “project”, it would be exempt pursuant to CEQA Guidelines Section 15061(b)(3) (Common Sense) because there is no possibility that the project will have a significant impact on the physical environment. Further, none of the exceptions under Section 15300.2 of the CEQA Guidelines are applicable to this project.

SECTION 3. Effective Date. This Ordinance shall become effective thirty (30) days after adoption.

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

* * * * *



REPORT TO CITY COUNCIL

Approved by:



Will Tackett, Community Development Director



Arnaldo Rodriguez, City Manager

Council Meeting of: April 19, 2023

Agenda Number: B-10

SUBJECT:

California Automated Permit Processing (CalAPP) Program Grant Application

RECOMMENDATION:

Adopt Resolution Authorizing Submission of the Grant Application to the California Energy Commission

SUMMARY:

Governor Gavin Newsom signed the Solar Access Act (SB 379) in September of 2022. This Act requires cities and counties to automate their permitting process for residential rooftop and energy storage systems by adopting SolarAPP+ or a functionally equivalent software. Cities and counties with more than 50,000 residents must adopt SolarAPP+ by September 30, 2023.

The California Energy Commission released a grant program tailored to local jurisdictions looking to adopt an automated permitting system for residential solar energy. Through the California Automated Permit Processing Program (CalAPP) the City can qualify for up to \$60,000 based on population. The application for the grant is due May 1, 2023.

DISCUSSION:

The City intends to submit an application to the Energy Commission for the California Automated Permit Processing (CalAPP) Program. The CalAPP Program is intended to achieve the following:

- Expedite the solar permitting process.
- Reduce the time and resources needed to review and approve small residential solar installations.
- Reduce the amount of paper plans to be stored and scanned.

- Once effective, the law will reduce the costs and speed up the process of installing solar panels and batteries, allowing more homeowners to make the investment than ever before.

FINANCIAL IMPACT:

There is no negative financial impact as the City would be eligible to receive up to \$60,000.

ALTERNATIVES:

Council may elect to not approve the California Automated Permit Processing (CalAPP) Program grant submission for the Expedited Solar Permitting.

Failure to approve application submission will result in the City forfeiting this grant opportunity as the grant is due May 1, 2023. If not approved, the City will be forced to implement another kind of automated permitting system or technology to comply with specific requirements listed in the CEC's CalAPP program description and as required by the Solar Access Act (SB 379).

ATTACHMENTS:

1. Resolution Authorizing Submission of Application(s) for the California Automated Permit Processing (CalAPP) Program Grant

ATTACHMENT 1

Resolution Authorizing Submission of Application(s) for the
California Automated Permit Processing (CalAPP) Program Grant

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA AUTHORIZING SUBMISSION OF THE APPLICATION(S) FOR
THE CALIFORNIA AUTOMATED PERMIT PROCESSING (CalAPP) PROGRAM
GRANT**

WHEREAS, Governor Gavin Newsom signed the Solar Access Act (SB 379) requiring cities and counties to automate their permitting process for residential rooftop solar and energy storage systems by adopting SolarAPP+ or functionally equivalent software; and

WHEREAS, the California Energy Commission (CEC) has released a grant program tailored to local jurisdictions looking to adopt an automated permitting system for residential solar energy systems; and

WHEREAS, through the California Automated Permit Processing Program (CalAPP) the City of Madera can qualify for up to \$60,000 based on population; and

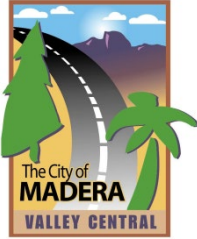
WHEREAS, said procedures established by the California Energy Commission require submission of application no later than May 1, 2023 and adoption of the Program by September 30, 2023; and

WHEREAS, the undersigned affirms that their agency will be the “Implementing Agency” for the project if funded with California Automated Permit Processing Program (CalAPP) funds and they are the Community Development Director, Chief Building Official or other officer authorized by their governing board with the authority to commit the agency’s resources and funds. They are also affirming that the statements contained in this application package are true and complete to the best of their knowledge; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Madera hereby:

APPROVES THE FILING OF AN APPLICATION FOR THE CALIFORNIA AUTOMATED PERMIT PROCESSING (CalAPP) PROGRAM; AND

1. Certifies that the Applicant has reviewed, understands, and agrees to the general provisions contained in the Program Guidelines; and
2. Delegates the authority to the City Manager to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the Grant Scope; and
3. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.




REPORT TO CITY COUNCIL

Approved by:



Will Tackett, Community Development Director



Arnaldo Rodriguez, City Manager

Council Meeting of: April 19, 2023

Agenda Number: C-1

SUBJECT:

Adoption of the 2022 California Building, Plumbing, Mechanical, Electrical, Fire, Residential, Energy, and Green Building Standards Codes.

RECOMMENDATION:

Conduct a public hearing, waive full reading, and introduce an Ordinance of the City Council of the City of Madera adopting the 2022 California Building, Plumbing, Mechanical, Electrical, Fire, Residential, Energy, and Green Building Standards Codes, including Appendix P of the California Building Code and Appendix Z of the California Residential Code, by repealing Chapter 1 of Title IX, and adding Chapter 1 of Title IX of the Madera Municipal Code Ordinance, with the associated CEQA findings.

SUMMARY:

Every three years, the California Building Standards Commission ("Commission") reviews and modifies the California Building Codes, which consist of the California Building, Plumbing, Mechanical, Electrical, Fire, Residential, Energy, and Green Building Standards Codes. The 2022 editions were published July 1, 2022, and local jurisdictions have 180 days in which to adopt the 2022 edition of the Codes. The proposed ordinance would update the Municipal Code to specifically incorporate these Codes to help ensure the community's safety.

DISCUSSION:

The 2022 California Building Standards Code adopts the 2022 Codes, which incorporate by reference necessary California amendments to the 2021 International Building Code, 2020 National Electrical Code, 2020 Uniform Mechanical Code, 2020 Uniform Plumbing Code, and 2021 International Residential Code, and is mandated by the California Building Standards Commission for statewide adoption and enforcement. The City of Madera has the authority to make necessary modifications to the Codes.

The following California codes go into effect on January 1, 2023:

- Building Standards Administrative Rules
- Building Code
- Residential Building Code
- Electrical Code
- Mechanical Code
- Plumbing Code
- Energy Code
- Green Building Code
- Referenced Standards Code
- Historical Building Code
- Existing Building Code

Adopting the 2022 California Building Codes ensures compliance with existing standards adopted by the State. Local amendments are limited to those determined to be essential to administer responsibilities in daily operations effectively and to maintain previous amendments approved by Council.

Appendices to the respective State codes are not mandatory unless specifically referenced in the adopting ordinance.

Appendix P of The California Building Code, proposed for local adoption, is applicable to emergency housing and emergency housing facilities. Appendix P includes provisions for use of emergency sleeping cabins, emergency transportable housing units, membrane structures and tents constructed and/or assembled in accordance with the appendix to be occupied only during declaration of state of emergency, local emergency or shelter crisis. Buildings and structures constructed in accordance with the California Building Standards Code, used as emergency housing, shall be permitted to be permanently occupied. Additionally, Appendix P includes provisions allowing existing residential and nonresidential buildings or structures to be permitted to be used as emergency housing and emergency housing facilities provided such buildings or structures comply with the building code provisions and/or other regulations in effect at the time of original construction and/or alteration. Existing buildings or structures used as emergency housing shall not become or continue to be substandard buildings, as determined by the enforcing agency.

Appendix Z of the Residential Building Code, proposed for local adoption, is intended to be an optional alternative compliance path for residential projects to comply with the energy conservation code-commercial provisions. Appendix Z draws on existing requirements outlined in the Energy Conservation Code-Commercial Provisions. Additional minimum performance requirements for building thermal energy performance and airtightness testing have been set to ensure new construction achieves a high degree of energy conservation.

Finally, the adoption of these codes is exempt pursuant to California Environmental Quality Act (CEQA) Guidelines section 15061(b)(3) as there is not a reasonable possibility that the amendments may have a significant adverse impact on the environment.

FINANCIAL IMPACT:

None.

ACTIONS FOLLOWING APPROVAL:

If necessary, the City Clerk and Building Official will cause the local amendments and findings to be refiled with the California Building Standards Commission.

ALTERNATIVES:

Local jurisdictions are required to adopt the California Building Standards Code within 180 days after Title 24 of the California Code of Regulations (CCR) is published.

As an alternative to staff's recommendation, the Council may elect to adopt the California Building Standards Codes with local amendments deemed necessary to address local climatic, geological, topographical, or environmental conditions for CALGreen; and/or, without inclusion of the staff recommended appendices; and/or, with inclusion of additional appendices.

ATTACHMENTS:

1. Proposed Ordinance adopting 2022 California Building Standards Codes.

ATTACHMENT 1
Proposed Ordinance Adopting California Building Standards Codes

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA ADOPTING THE 2022 CALIFORNIA BUILDING, PLUMBING, MECHANICAL, ELECTRICAL, FIRE, RESIDENTIAL, ENERGY, AND GREEN BUILDING STANDARDS CODES, INCLUDING APPENDIX P OF THE CALIFORNIA BUILDING CODE AND APPENDIX Z OF THE CALIFORNIA RESIDENTIAL CODE, BY REPEALING CHAPTER 1 OF TITLE IX, AND ADDING CHAPTER 1 OF TITLE IX OF THE MADERA MUNICIPAL CODE.

WHEREAS, the California Building Standards Commission (CBSC) is an independent commission within the State Consumer Services Agency responsible for reviewing, adopting, and publishing building standards for the State of California; and

WHEREAS, every three years, the CBSC adopts a compilation of building regulations referred to as the California Building Standards Code (California Code of Regulations, Title 24), which cities and counties are then mandated to adopt; and

WHEREAS, local governments or jurisdictions can modify the code to add more restrictive provisions based on their specific local geologic, climatic, and topographic conditions to protect their communities; and

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

WHEREAS, the City Council now desires to adopt the codes as set forth herein.

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

SECTION 1. Chapter 1 (Building Regulations) of Title IX of the Madera Municipal Code is repealed in its entirety.

SECTION 2. Title IX of the Madera Municipal Code is amended to add Chapter 1 (Building Regulations) as follows:

9-1.01 Adoption of Building Regulations

Pursuant to Cal. Gov't Code § 50022.1 through 50022.6, the texts of those certain publications of the International Code Council, and the National Fire Protection Association, together with parts of the appendices thereto, the 2022 California Building Code, based on the 2021 International Building Code, the 2022 California Mechanical Code, based on the 2021 Uniform Mechanical Code, the 2022 California Fire Code, based on the 2022 International Fire Code, the 2022 California Plumbing Code, based on the 2022 Uniform Plumbing Code, the 2022 California Residential Code based on the 2021 International Residential Code, the 2022 California Electrical Code, based on the 2020 National Electrical Code, the 2022 California Energy Code, the 2022 California Existing Building Code based on

the 2021 International Existing Building Code, the 2022 California Green Building Standards, (CALGreen) Code, as published by the California Building Standards Commission, are all hereby adopted as the rules, regulations and standards within this city as to all matters therein contained except as otherwise provided by this chapter. The applicable requirements of the adopted appendices to such codes shall be enforceable to the same extent as if contained in the body of such code of said regulations as the equivalent to a referenced standard. One copy of said regulations are and shall be at all times kept on file with the office of the chief enforcement officer (Building Official) in accordance with Government Code Section 50022.6.

Notwithstanding the forgoing, including Section 109.2 of Division II Scope and Administration, of the California Building Code 2022 edition, fees for permits, plan review, investigation, and re-inspection shall be as follows:

- (A) Permit Fees. The fee for each permit shall be set forth in the fee schedule established by resolution of the City Council. The determination of value or valuation under any of the provisions of this code shall be made by the Building Official, who is the Director of the Department of Building and Safety for the city, or the designee of the Director of Building and Safety. The value to be used in computing the building permit and building plan review shall be the total value of all construction work for which the permit is issued, as well as all finished work, painting, roofing, electrical, plumbing, heating, air conditioning, elevators, fire extinguishing systems and any other permanent equipment whether donated, purchased or provided by self.
- (B) Plan Review Fees. When submittal documents are required, a plan review fee shall be paid at the time of submitting the documents for plan review. Said plan review fee shall be set forth in the fee schedule established by resolution of the City Council. The plan review fees specified in this subsection are separate fees from the permit fees specified above and are in addition to the permit fees. When submittal documents are incomplete or changed so as to require additional plan review, an additional plan review fee shall be charged as set forth in the fee schedule established by resolution of the City Council.
- (C) Investigation Fees. An investigation fee in addition to the permit fee shall be collected whether or not a permit is then or subsequently issued. The investigation fee shall be set forth in the fee schedule established by resolution of the City Council. The payment of such investigation fee shall not exempt any person from compliance with all other provision of this code, nor from any penalty prescribed by law.
- (D) Re-inspection Fees. A re-inspection fee may be assessed for each inspection or re-inspection when such portion of work for which inspection is called is not complete or when corrections called for are not made. This section is not to be interpreted as requiring re-inspection fees the first time a job is rejected for failure to comply with the requirements of this code, but as controlling the practice of calling for inspections before the job is ready for such inspection or re-inspection. Re-inspection fees may be assessed

when the inspection record card is not posted or otherwise available to the inspector, for failure to provide access on the date for this inspection is requested, or for deviating from plans requiring the approval of the Building Official. To obtain a re-inspection, the applicant shall file an application therefor in writing on a form furnished for that purpose and pay the re-inspection fee as set forth in the fees schedule established by resolution of the City Council. In instances where re-inspection fees have been assessed, no additional inspection of the work will be performed until the required fees have been paid.

9-1.02 Adoption of California Building Code

For the purpose of regulating the erection, construction, enlargement, alteration, repair, moving, removal, conversion, demolition, occupancy, equipment, use, height, area, and maintenance of buildings and structures in the City, the 2022 California Building Code (CBC), excluding Chapter 29 Plumbing systems, and including Appendix P Emergency Housing, as promulgated by the California Building Standards Commission which incorporates the 2021 edition of the International Building Code with California amendments, is hereby adopted by reference thereto as if fully set forth in this Chapter, save and except such portions as are deleted, modified, or amended by the provisions of this Chapter. Any changes made by the California Building Standards Commission applicable to the City, including new editions, shall be deemed incorporated herein. If any conflicts between this Code and any other City, State or Federal Code should arise, the most restrictive Code providing the highest level of safety as determined by the Building Official shall prevail.

9-1.03 Adoption of the California Plumbing Code.

For the purpose of regulating plumbing systems, the 2022 California Plumbing Code (CPC) promulgated by the California Building Standards Commission, which incorporates the adoption of the 2021 edition of the Uniform Plumbing Code, excluding Table 104.5, is hereby adopted by reference thereto as if fully set forth in this Chapter, save and except for portions as are deleted, modified, or amended by the provisions of this Chapter. Any changes made by the California Building Standards Commission applicable to the City, including new editions, shall be deemed incorporated herein. If any conflicts between this Code and any other City, State or Federal Code should arise, the most restrictive Code providing the highest level of safety as determined by the Building Official shall prevail.

9-1.04 Adoption of California Mechanical Code.

For the purpose of regulating mechanical systems, the 2022 California Mechanical Code (CMC) promulgated by the California Building Standards Commission, which incorporates the adoption of the 2021 edition of the Uniform Mechanical Code, excluding Table 104.5, is hereby adopted by reference thereto as if fully set forth in this Chapter, save and except for portions as are deleted, modified, or amended by the provisions of this Chapter. Any changes made by the California Building Standards Commission applicable to the City, including new editions, shall be deemed incorporated herein. If any conflicts

between this Code and any other City, State or Federal Code should arise, the most restrictive Code providing the highest level of safety as determined by the Building Official shall prevail.

9-1.05 Adoption of California Electrical Code.

For the purpose of regulating electrical systems, the 2022 California Electrical Code (CEC) promulgated by the California Building Standards Commission, which incorporates the adoption of the 2020 edition of the National Electrical Code, is hereby adopted by reference thereto as if fully set forth in this Chapter, save and except such portions as are deleted, modified, or amended by the provisions of this Chapter. Any changes made by the California Building Standards Commission applicable to the City, including new editions, shall be deemed incorporated herein. If any conflicts between this Code and any other City, State or Federal Code should arise, the most restrictive Code providing the highest level of safety as determined by the Building Official shall prevail.

9-1.06 Adoption of California Fire Code.

For the purpose of regulating fire protection systems, the 2022 California Fire Code (CFC) promulgated by the California Building Standards Commission, which incorporates the adoption of the 2021 edition of the International Fire Code, is hereby adopted by reference thereto as if fully set forth in this Chapter, save and except such portions as are deleted, modified, or amended by the provisions of this Chapter. Any changes made by the California Building Standards Commission applicable to the City, including new editions, shall be deemed incorporated herein. If any conflicts between this Code and any other City, State or Federal Code should arise, the most restrictive Code providing the highest level of safety as determined by the Building Official shall prevail.

9-1.07 [Reserved]

9-1.08 [Reserved]

9-1.09 Adoption of the California Residential Code.

For the purpose of regulating one and two-family dwellings, the 2022 California Residential Code (CRC) promulgated by the California Building Standards Commission, and including Appendix Z Net-Zero Energy Compliance Path, which incorporates the adoption of the 2021 edition of the International Residential Code, is hereby adopted by reference thereto as if fully set forth in this Chapter. Any changes made by the California Building Standards Commission applicable to the City, including new editions, shall be deemed incorporated herein. If any conflicts between this Code and any other City, State or Federal Code should arise, the most restrictive Code providing the highest level of safety as determined by the Building Official shall prevail.

9-1.10 Adoption of the California Energy Code.

For the purpose of regulating energy conservation standards for all residential and non-residential buildings, the 2022 California Energy Code promulgated by the California Building Standards Commission is hereby adopted by reference thereto as if fully set forth in this Chapter. Any changes made by the California Building Standards Commission applicable to the City, including new editions, shall be deemed incorporated herein. If any conflicts between this Code and any other City, State or Federal Code should arise, the most restrictive Code providing the highest level of safety as determined by the Building Official shall prevail.

9-1.11 Adoption of the California Green Building Standards Code.

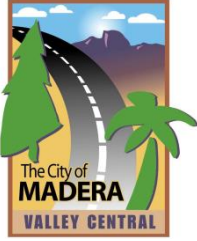
For the purpose of regulating residential and non-residential buildings, the 2022 California Green Building Standards Code (CALGreen Code) promulgated by the California Building Standards Commission is hereby adopted by reference thereto as if fully set forth in this Chapter. Any changes made by the California Building Standards Commission applicable to the City, including new editions, shall be deemed incorporated herein. If any conflicts between this Code and any other City, State or Federal Code should arise, the most restrictive Code providing the highest level of safety as determined by the Building Official shall prevail.

SECTION 3. CEQA. The City Council finds that the update of the Madera City Municipal Code is exempt pursuant to California Environmental Quality Act (CEQA) Guidelines section 15061(b)(3) as there is not a reasonable possibility that the amendments may have a significant adverse impact on the environment as i) California law mandates that on January 1, 2023, all portions of the 2022 California Code of Regulations Title 24 will be effective within the City regardless of whether the City takes any action, which regulations thereby serves as a baseline for the purposes of CEQA; and ii) no local amendments are being proposed to said regulations which would result in a significant, adverse impact to the environment given the environmental baseline. As such, no further analysis is required under CEQA.

SECTION 4. Severability Clause. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held by a court of competent jurisdiction to be invalid, such a decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Madera hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact any one or more sections, subsections, clauses, or phrases be declared invalid.

SECTION 5. Effective Date of Ordinance. This Ordinance shall be effective and of full force and effect at 12:01 a.m. on the thirty-first day after its passage. All ordinances and parts of ordinances in conflict herewith are hereby repealed.

SECTION 6. Posting. Within fifteen (15) days after its adoption, the City Clerk shall certify to the passage and adoption of this Ordinance by the City Council of the City of Madera and shall cause this Ordinance to be published or posted once in a newspaper of general circulation in accordance with Government Code Section 36933 as required by law.



REPORT TO CITY COUNCIL

Approved by:

Joseph Hebert

Joseph Hebert, Parks & Community Services Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: April 19, 2023

Agenda Number: D-1

SUBJECT:

McNally Park amenities and play equipment purchases

RECOMMENDATION:

Adopt a Resolution approving a cooperative purchase agreement with Superior International Industries for McNally Park amenities and play equipment in the amount of \$213,123.18

SUMMARY:

On March 24, 2023, the City received two statements in response to a request for quotes under the cooperative agreements process for McNally Park amenities and play equipment. If approved, the existing play equipment would be removed and replaced with new equipment. It is anticipated that the project would be completed by TBD; however, supply chain issues may prolong the delivery of equipment.

Funding for the park amenities and play equipment is made possible by the Community Development Block Grant (CDBG) FY 2022/23 allocation of \$609,307.

DISCUSSION:

On June 15, 2022, Council approved two tentative allocations for the City, each in the amount of \$25,000. The total allocation for CDBG FY 2022/23 Capital Projects/Public Improvements was \$659,307. During the July 20, 2022, Council meeting, staff updated the allocation request to include the McNally Park Project request for the remaining eligible balance of \$609,307. Staff explained that the Block Grant Commission was also aware and in support of said allocation. On July 20, 2022, Council approved all recommended capital/public improvement projects. The McNally Park Project was incorporated into the 2022-2023 Annual Action Plan.

On February 15, 2023, Council approved a Resolution approving the City's allocation of CDBG funds towards McNally Park in the amount of \$609,307, as this had yet to be formally approved by Council.

On March 6, 2023, the City released a request for quotes using the cooperative agreement process on CompareCoops.com, a site that caters to vendors that exclusively have cooperative contracts.

A cooperative contract can be executed via another entity's agreement when the items or services have already been bid by other governmental agencies or special cooperative agreements, provided such contracts are the result of a competitive bidding process and that the competitive bidding process used and all terms and conditions are substantially the same as the City's competitive bidding process and terms and conditions, and if the competitive bidding process and terms and conditions contain a clause allowing piggybacking by other public agencies.

On December 21, 2022, Council approved Ordinance 996 C.S. amending the City's municipal code, adding Title II Section 4 Purchasing Procedures. This ordinance allows the City to utilize cooperative purchasing procedures through the City Manager to purchase supplies, equipment, or services without completing the City's bidding or proposal process from any supplier who offers the goods or services at the same or better price, terms, and conditions as the supplier previously offered to another public agency as the lowest bidder pursuant to the competitive bidding or proposal process required by that other public agency.

In some instances, this method provides the most efficient method of purchase or the best cost savings for the quantities or type of goods or services being utilized. These contracts are also encouraged when applicable for operational proficiencies and to minimize staff processing time when the goods or services being procured have limited availability.

After reviewing the available purchase options for the park amenities and play equipment, considering the need to expend a significant amount of CDBG funds available by June 30, 2023, staff determined that using a cooperative purchase agreement represented the most advantageous purchasing strategy. Not utilizing a cooperative purchase agreement would have substantially extended the procurement process and lead times. Staff will also note that park amenities and play equipment supplies have been severely impacted by industry-wide volatility of steel prices, in addition to extended lead times due to nationwide transportation and labor delays.

Quote solicitations ended on March 24, 2023, with two quotes received. After review and further assessment, only one bid showed bidder responsibility and responsiveness. The other bid was considered incomplete, as it did not provide a quote for all items identified in the quote request.

Superior International Industries submitted a complete quote and all supporting documentation as requested. The Superior International Industries quote totals \$213,123.18 and includes the

purchasing of park amenities and play equipment. This will allow staff to replace outdated amenities at the park, providing McNally Park with much-needed improvements and upgrades that include:

- Replacement of all new benches
- Replacement of all new trash bins
- Replacement of all new picnic tables
- Replacement of all new BBQ grills
- Replacement of all new ADA and pet water fountains
- Replacement of all new playground equipment for ages 2-5
- Replacement of all new playground equipment for ages 5-12

Superior International Industries is a customer-focused company with decades of industry experience and a collection of premium recreational products. They have been in business for over 30 years, serving the parks and recreation, hospitality, education, religious, housing, and sports/athletic markets.

FINANCIAL IMPACT:

Purchases under the recommended cooperative purchase agreement will be made from Parks & Community Services Department, #10206100-7030 Facilities and Improvements funds. Sufficient funding is available in the FY 22/23 budget.

ALTERNATIVES:

1. Council may reject approval of utilizing the cooperative purchase agreement and request staff follow a different procurement method.
2. Council may request additional information to be brought forth at the next Council meeting for further consideration.

ATTACHMENTS:

1. Resolution Approving a Cooperative Purchase Agreement with Superior International Industries for McNally Park Amenities and Play Equipment in the Amount of \$213,123.18
2. Superior International Industries Cooperative Purchasing Agreement Documentation

ATTACHMENT 1

Resolution Approving a Cooperative Purchase Agreement with Superior International Industries for McNally Park Amenities and Play Equipment in the Amount of \$213,123.18

RESOLUTION NO. 23-_____

**RESOLUTION APPROVING A COOPERATIVE PURCHASE AGREEMENT WITH
SUPERIOR INTERNATIONAL INDUSTRIES FOR MCNALLY PARK AMENITIES
AND PLAY EQUIPMENT IN THE AMOUNT OF \$213,123.18**

WHEREAS, Title II Section 4 Purchasing Procedures allows the City to utilize cooperative purchasing procedures through the Purchasing Manager to purchase supplies, equipment, or services; and

WHEREAS, in some instances, this method provides for the most efficient method of purchase or best cost savings for the quantities or type of goods or services that are being utilized; and

WHEREAS, the City was awarded \$609,307 in Community Development Block Grant (CDBG) FY 22/23 funding; and

WHEREAS, funding is to be utilized to rehabilitate McNally Park amenities and play equipment; and

WHEREAS, after reviewing the available purchase options for these supplies, staff has determined that using a cooperative purchase agreement represents the most advantageous purchasing strategy; and

WHEREAS, the City would like to utilize a cooperative purchase agreement with Superior International Industries for McNally Park amenities and play equipment in the amount of \$213,123.18

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 cooperative purchasing agreement with Superior International Industries of \$213,123.18 is hereby approved.
3. The City Manager, or his or her designee, is authorized to execute the agreement and any and all documents necessary and appropriate to carry out the intent of this Resolution on behalf of the City.
4. This resolution is effective immediately upon adoption.

* * * * *

ATTACHMENT 2:

Superior International Industries Cooperative Purchasing Agreement Documentation

H-GAC

Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Superior International Industries - Public Services -

20-01358

SPECIAL PROVISIONS

Incorporated by attachment, as part of the whole agreement, H-GAC and the Contractor do, hereby agree to the Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Agreement, the following documents listed in order of priority are incorporated into the Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER AGREEMENTS ("EUA")

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement ("EUA") with the **Contractor** through this Agreement, and that the term of the EUA may exceed the term of the current **H-GAC** Agreement. **H-GAC's** acknowledgement is not an endorsement or approval of the End User Agreement's terms and conditions. **Contractor** agrees not to offer, agree to or accept from the **END USER**, any terms or conditions that conflict with those in **Contractor's** Agreement with **H-GAC**. **Contractor** affirms that termination of its Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Agreement, termination of this Agreement will disallow the **Contractor** from entering into any new EUA with **END USERS**. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any EUAs, surviving termination of this Agreement between **H-GAC** and **Contractor**.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Agreement, **Contractor** develops a regularly followed standard procedure of entering into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **Contractor** shall notify **H-GAC** within ten (10) business days thereafter, and this Agreement shall be deemed to be automatically retroactively amended, to the effective date of **Contractor's** most favorable past agreement with another entity. **Contractor** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER** as provided in its most favorable past agreement. **H-GAC** shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **Contractor** claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Agreement, does not constitute more favorable treatment, than **Contractor** shall, within ten (10) business days, notify **H-GAC** in writing, setting forth the detailed reasons **Contractor** believes the aforesaid offer is not in fact most favored treatment. **H-GAC**, after due consideration of **Contractor's** written explanation, may decline to accept such explanation and thereupon this Agreement between **H-GAC** and **Contractor** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties,

benefits, or terms to H-GAC and the END USER.

***EXCEPTION:** This clause shall not be applicable to prices and price adjustments offered by a bidder, Proposer or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the **END USER** in accord with the law and venue rules of the state of purchase. **Contractor** shall immediately notify **H-GAC** of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to **END USERS** based on the pricing and terms of this Agreement. **H-GAC** will invoice **Contractor** for the applicable order processing charge when H-GAC receives notification of an END USER order. **Contractor shall remit to H-GAC** the full amount of the applicable order processing charge, after delivery of any product or service and subsequent END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by **Contractor** based on this Agreement, including sales to entities without Interlocal Agreements, **Contractor** shall pay the applicable order processing charges to **H-GAC**. Further, **Contractor** agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an **H-GAC** Interlocal Agreement. **H-GAC** reserves the right to take appropriate actions including, but not limited to, Agreement termination if **Contractor** fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall **H-GAC** have any liability to **Contractor** for any goods or services an **END USER** procures from **Contractor**. At all times, **Contractor** shall remain liable to pay to **H-GAC** any order processing charges on any portion of the Agreement actually performed, and for which compensation was received by **Contractor**.

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the END USER at the time an END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, **Contractor** must have the following insurance and coverage minimums:

- a. **General liability** insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General

Aggregate limit of at least two times the Single Occurrence limit.

Product liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.

Property Damage or Destruction insurance is required for coverage of **End User** owned equipment while in **Contractor's** possession, custody or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC**.

- b. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.
- c. Original Insurance Certificates must be furnished to **H-GAC** on request, showing **Contractor** as the insured and showing coverage and limits for the insurances listed above.
- d. If any Product(s) or Service(s) will be provided by parties other than **Contractor**, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.
- e. **H-GAC** reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. **Contractor** shall remain prepared to offer a PPB to cover any order if so requested by the **END USER**. **Contractor** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER's** purchase order.

ARTICLE 10: CHANGE OF STATUS

Contractor shall immediately notify **H-GAC**, in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Agreement shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Agreement.

ARTICLE 11: TEXAS MOTOR VEHICLE BOARD LICENSING

All that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Agreement term, any required **Contractor** license is denied, revoked, or not renewed, **Contractor** shall be in default of this Agreement, unless the Texas Motor Vehicle

Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

H-GAC

Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Superior International Industries - Public Services - -ID: 5892 20-01358

GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Superior International Industries, hereinafter referred to as the Contractor, having its principal place of business at 1050 Columbia Drive, Carrollton, GA 30117.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: INDEPENDENT CONTRACTOR

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 4: WHOLE AGREEMENT

The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 5: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

ARTICLE 6: PERFORMANCE PERIOD

This Agreement shall be performed during the period which begins Nov 01 2020 and ends Oct 31 2022. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 14, which shall be fully executed by both parties to this Agreement.

ARTICLE 7: PAYMENT OR FUNDING

Payment provisions under this Agreement are outlined in the Special Provisions.

ARTICLE 8: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 15 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

ARTICLE 9: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 10: SUBCONTRACTS and ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 11: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 12: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or

off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

ARTICLE 13: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 14: CHANGES AND AMENDMENTS

- A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- B. To ensure the legal and effective performance of this Agreement, both parties agree that any amendment that affects the performance under this Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Agreement and shall be binding upon the parties as if written herein.

ARTICLE 15: TERMINATION PROCEDURES

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default.

- A. *Convenience*
H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

- B. *Default*

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

ARTICLE 16: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 17: FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 18: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

ARTICLE 19: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s)

applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 20: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

ARTICLE 21: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Agreement.

ARTICLE 22: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to

END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Agreement.

ARTICLE 23: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

ARTICLE 24: JOINT WORK PRODUCT

This Agreement is the joint work product of H-GAC and the Contractor. This Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 25: DISPUTES

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H-GAC's final decision.

ARTICLE 26: CHOICE OF LAW: VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 27: ORDER OF PRIORITY

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.

SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

Superior International Industries

Signature 
AD70D5427961431...

Name Jonathan Hardesty

Title General Manager

Date 12/7/2020

H-GAC DocuSigned by:

Signature 
82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 12/11/2020

Attachment A
Superior International Industries
Parks & Recreation Equipment
Contract No. PR11-20

Applicable items are the catalogs listed in the table below, as was any pricing documents included in the awardee's bid response.

Product Code	Manufacturer	Description	Catalog Discount
PR11-20A58	Superior International Industries/ Superior Recreational Products	2020 SII Catalogs (Play Components, Grounds for Play, Open Market; Superior Playgrounds, Superior Shade, Superior Site Amenities, Superior FX, and Superior Bleachers lines)	10.00%

Contract Attachment A

Attachment-A

Vendor: Superior International Industries, Inc.
Contract: PR11-20A58: Parks & Recreation Equipment

Applicable items are the catalog listed in the table below, as well as any pricing documents included in the awardee's bid response.

HGAC Product Code	Manufacturer	Description	Discount
PR11-20A58	Superior International Industries/ Superior Recreational Products	2023 SII Catalogs (Child Works Components, Grounds For Play, Superior Playgrounds, Superior Shade, Superior Site Amenities, Superior Bleachers, Quick Ship & Surfacing Products)	12.00.%

Contract Amendment No. 1

AMENDMENT No. 1 to CONTRACT No. PR11-20
For
Parks & Recreation Equipment
Between
HOUSTON-GALVESTON AREA COUNCIL
And
Superior International Industries


THIS AMENDMENT modifies the above referenced Contract as follows:

This contract is extended through October 31, 2023 Midnight CT.

Unless otherwise noted, this amendment goes into effect on the date signed by **H-GAC**. All other terms and conditions of this Contract shall remain unchanged and in full force and effect.


IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

Signed for **Houston-Galveston Area Council**,
Houston, Texas

DocuSigned by:

82EC270D5D61423...
Chuck Wemple, Executive Director

Date: 11/1/2022

Signed for: **Superior International Industries**

DocuSigned by:

AD70D5427961431...
Jonathan Hardesty VP & General MGR

Printed Name & Title:

Date: 10/26/2022

Superior Recreational Products Quote



1050 Columbia Dr.
Carrollton, GA 30117

1.800.327.8774
superiorrecreation.com

QUO0259612

CREATED: 3/22/2023

EXPIRES: 4/21/2023

PROJECT NAME		NOTES	
McNally Park		***HGAC PR11-20***	
BILL TO		SHIP TO	TERMS
City of Madera CA 825 S A St Madera CA 93638		City of Madera CA 825 S A St Madera CA 93638	Prepaid
QTY	ITEM	UNIT PRICE	EXTENDED PRICE
	Comment - ***HGAC PR11-20***		
1	Custom Playground Design - PS3-70693 Custom Playground Design ***FOR PLAYGROUND STRUCTURE NUMBERS ONLY***	\$22,011.84	\$22,011.84
1	Custom Playground Design - PS3-70645 Custom Playground Design ***FOR PLAYGROUND STRUCTURE NUMBERS ONLY***	\$23,833.54	\$23,833.54
1	TFR3501XX - Arch Swing Frame w/ hangers - 3.5" 1 Bay	\$2,072.00	\$2,072.00
1	TFR3501XX - Arch Swing Frame w/ hangers - 3.5" 1 Bay	\$2,072.00	\$2,072.00
4	90015108XX - Belt Seat Bay - 8'	\$206.00	\$824.00
	Subtotal.		\$50,813.38
	HGAC Discount - HGAC 12% Discount	-12%	(\$6,097.61)
	Subtotal.		\$44,715.77
	Steel Playground Special Discount - Temporary 18.5 Surcharge to Adhere to HGAC Contract Agreement	\$8,272.42	\$8,272.42
	Subtotal.		\$52,988.19
1	Freight: Freight Out Billable and Handling - Freight: Freight Out Billable and Handling Freight for Equipment	\$7,190.00	\$7,190.00

Thank you for the opportunity to quote your upcoming project! If you have any questions, please contact our Customer Service Department at 1.800.327.8774. Quotes do not include installation or safety surfacing unless otherwise noted. In the event of any inconsistencies in regards to terms, the terms stated on this quote shall control.

PREPARED BY: Bridget Templeman
Page 1 of 4



1050 Columbia Dr.
Carrollton, GA 30117

1.800.327.8774
superiorrecreation.com

QUO0259612

CREATED: 3/22/2023

EXPIRES: 4/21/2023

QTY	ITEM	UNIT PRICE	EXTENDED PRICE
	Subtotal.		\$7,190.00
4	B6ARSM-RC-GRY - 6' RICHMOND SERIES RECYCLED GRAY BENCH W/O BACK - SURFACE MOUNT	\$724.00	\$2896.00
13	T6ARPEDS-RC-GRY - 6' RICHMOND SERIES RECYCLED GRAY MULTI-PEDESTAL TABLE - IN GROUND	\$2,148.00	\$27,924.00
1	BSW-0007XX - TL Water - GRM45-PF Water Fountain-Steel Green PC w/ ADA and Pet Fountain	\$4,537.00	\$4,537.00
1	BSW-0007XX - TL Water - GRM45-PF Water Fountain-Steel Green PC w/ ADA and Pet Fountain	\$4,537.00	\$4,537.00
	Subtotal.		\$39,894.00
	HGAC Discount - HGAC 12% Discount	-12%	(\$4,787.28)
	Subtotal.		\$35,106.72
	Steel Playground Special Discount - Temporary 22% Surcharge to adhere to HGAC Contract Agreement	\$7,302.98	\$7,302.98
	Subtotal.		\$40,498.34
1	Freight: Freight Out Billable and Handling - Freight: Freight Out Billable and Handling Freight for Site Amenities	\$4,451.00	\$4,451.00
	Subtotal.		\$4,451.00
7	EQ: By Others - Equipment provided for by others Outdoor Double Grill 30x20x10 Inground Mount Color: Black	\$700.00	\$4,900.00
12	EQ: By Others - Equipment provided for by others H-2293 Thermoplastic trash can 32 gallon funnel lid Color: Black	\$553.00	\$6,636.00

Thank you for the opportunity to quote your upcoming project! If you have any questions, please contact our Customer Service Department at 1.800.327.8774. Quotes do not include installation or safety surfacing unless otherwise noted. In the event of any inconsistencies in regards to terms, the terms stated on this quote shall control.

PREPARED BY: Bridget Templeman
Page 2 of 4



1050 Columbia Dr.
Carrollton, GA 30117

1.800.327.8774
superiorrecreation.com

QUO0259612

CREATED: 3/22/2023

EXPIRES: 4/21/2023

QTY	ITEM	UNIT PRICE	EXTENDED PRICE
1	<p>IN:EQ-INSTALL BY OTHERS - Installation By Others</p> <p>Top off existing loose fill rubber system with color coordinated new loose fill rubber system 6 inches. 72,000 lbs. of rubber mulch for 5,200 square feet of space. Note: rubber mulch will not float or blow away, therefore lasting virtually forever, preventing the need to re-mulch annually. The product is non-toxic, safe for children and pets. The rubber mulch is made from 100% recycled rubber tires and is 99.9% wire free. It exceeds ASTM-F-1951 and ASTM F-1292 standards and is ADA & IPEMA certified.</p>	\$24,947.00	\$24,947.00
1	<p>IN:EQ-INSTALL BY OTHERS - Installation By Others</p> <p>Professional Certified Installation of Playground(s) -Unloading - Layout - Excavation -In-ground footers - All concrete and required rebar/steel reinforcement - Assembly of structure - Haul and dispose of spoils offsite Demo and remove existing playground equipment. Install 2 recycled rubber mat playground surface. Top off existing rubber with additional rubber mulch Install 2 single bay swing sets Install 1 PS3-71955 Install 1 PS3-71954 Install 2 drinking fountains Install 7 double grills Install 13 picnic tables Install 12 trash cans Install 4 benches</p>	\$63,800.00	\$63,800.00

Thank you for the opportunity to quote your upcoming project! If you have any questions, please contact our Customer Service Department at 1.800.327.8774. Quotes do not include installation or safety surfacing unless otherwise noted. In the event of any inconsistencies in regards to terms, the terms stated on this quote shall control.

PREPARED BY: Bridget Templeman
Page 3 of 4



1050 Columbia Dr.
Carrollton, GA 30117

1.800.327.8774
superiorrecreation.com

QUO0259612

CREATED: 3/22/2023

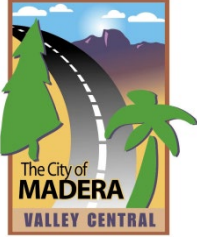
EXPIRES: 4/21/2023

Subtotal	\$205,410.53
Tax (8.25%)	\$7,712.65
Net Total	\$213,123.18

Thank you for the opportunity to quote your upcoming project! If you have any questions, please contact our Customer Service Department at 1.800.327.8774. Quotes do not include installation or safety surfacing unless otherwise noted. In the event of any inconsistencies in regards to terms, the terms stated on this quote shall control.

PREPARED BY: Bridget Templeman
Page 4 of 4

play. relax. live.



REPORT TO CITY COUNCIL

Approved by:

Joseph Hebert

Joseph Hebert, Parks & Community Services Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: April 19, 2023

Agenda Number: D-2

SUBJECT:

Request to Waive Rental Fees for Rotary Park for the Farmers Market between June 1, 2023 – September 14, 2023

RECOMMENDATION:

Adopt Resolution waiving the rental fees of Rotary Park relating to the Farmers Market 2023 summer season in the amount of \$2,040 for 16 events

SUMMARY:

Madera Coalition for Community Justice (MCCJ) is requesting that the City waive rental fees for the use of Rotary Park Picnic Area 1 from June 1, 2023, through September 14, 2023, to host a Farmers Market. For context, Picnic Area 1 is located north of the skate park.

The Farmer's Market was historically held at Madera Community Hospital (MCH); however, due to its abrupt closure, MCCJ is seeking a new location to host the event. It should be noted that during the last several years, First 5 Madera County and the Madera Community Hospital hosted the event. MCCJ has graciously stepped in to continue the event.

DISCUSSION:

Until recently, the Farmers Market was sponsored by MCH through its non-profit Foundation. As a non-profit organization, the Foundation was eligible to receive funding via Market Match. The Foundation received Market Match funding that allows for operational expenses. This included staffing a general manager, a bookkeeper, two cashiers, advertising, and supplies. Due to the closure of the Hospital and Foundation, the Farmer's Market needs a new operator.

MCCJ hopes to be able to step in to fill the void to continue the Farmers Market this season. However, MCCJ must apply for Market Match funding. In this scenario, MCCJ would act as the recipient of the Market Match funds, holding a 501(c)(3) title, making them eligible for funding. MCCJ would become the fiscal sponsor and leading operator of the Farmers Market, which includes planning for operational logistics, staffing, advertisement, farmer recruitment, securing partnerships and collaboration, and supplying the 16-week event with supplies.

Should MCCJ not be awarded funding, the former market manager and Madera Hospital employee has volunteered to solicit sponsors to fund the event. To date, she has assisted MCCJ with the process, farmer recruitment, permits, and the Supplemental Nutrition Assistance Program (SNAP) and Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) voucher programs.

MCCJ is operating under the best-case scenario and would like to move forward with the reservation of Rotary Park, requesting that rental fees be waived due to financial restrictions that any funding or sponsorships obtained would be able to cover. During discussions, MCCJ indicated that Rotary Parks is preferred to other sites given its proximity to State Route 99 and Gateway Drive. Moreover, the park is served by the Vernon McCullough River Trail.

Benefits of the City having a Farmers Market include, but are not limited to:

- Increased local access to affordable, healthy food.
- Continued support of SNAP.
- Maximizing WIC voucher redemptions.
- Fresh, local produce picked and eaten at the height of ripeness.
- Support for local farmers.
- Support of local agencies and organizations through resource booths.
- Buying local protects the environment by reducing energy consumption and miles traveled, getting produce from farm to table.

In the 2022 summer season of the Farmers Market, the event averaged more than 150 visitors per event.

In addition, event organizers are requesting that the City sponsor the event. If approved by Council, the City logo would be incorporated into promotional material, and the City would highlight the event on its social media.

It should be noted that the rental of Rotary Park is subject to confirmation of insurance requirements by the City, permits from the County Department of Public Health, and all documentation confirming a Certified Farmers Market status.

FINANCIAL IMPACT:

MCCJ is requesting to use Rotary Park Picnic Shelter 1 area for the Farmers Market for the 16 events. The Rotary Park Picnic Shelter 1 costs are summarized in table 1.

Table 1: Financial Impact to the City		
	Per Event	For 16 events
City Administrative Fee	\$25	\$400
Full-Day Rental Event	\$75	\$1,200
Deposit Fee	\$50	\$800
Minus 15 percent discount	(\$22.50)	(\$360)
Total	\$127.50	\$2,040

This is the amount MCCJ would be expected to pay for the reservation and rental of the Rotary Park Picnic Shelter 1 area for the 2023 summer season of the Farmers Market should Council not waive fees.

While the cost to incorporate the City logo on promotional material is nominal, City staff will need to review all material prior to production.

ALTERNATIVES:

1. Council may elect to reject fee waiver and require MCCJ to pay any associated fees for the rental of Rotary Park on dates being requested.
2. Council may request additional information to be brought forth at the next Council meeting for further consideration.

ATTACHMENTS:

1. Resolution Waiving Rental Fees for Rotary Park Relating to the 2023 Farmers Market
2. Parks and Community Services Facility Rentals Fee Schedule
3. Request Letter Authored by Madera Coalition for Community Justice
4. Rotary Park Picnic Shelter 1 Map

ATTACHMENT 1

Resolution Waiving Rental Fees for Rotary Park Relating to the 2023 Farmers Market

RESOLUTION NO. 23-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA WAIVING
THE RENTAL FEES FOR ROTARY PARK RELATING TO THE FARMER'S
MARKET 2023 SUMMER SEASON IN THE AMOUNT OF \$2,040**

WHEREAS, the Madera Coalition for Community Justice (MCCJ) has submitted a letter requesting a waiver of fees associated with the rental of the Rotary Park to host the 2023 summer season of a Farmers Market; and

WHEREAS, the 2023 summer season of the Farmers Market is scheduled to occur every Thursday from June 1, 2023, through September 14, 2023; and

WHEREAS, MCCJ is requesting usage of the Rotary Park Picnic Shelter 1 area; and

WHEREAS, as a non-profit organization, MCCJ is eligible for a 15 percent rental reduction; and

WHEREAS, the fees for the weekly rental of the Rotary Park Picnic Shelter 1 during the timeframe of June 1, 2023, through September 14, 2023, total \$2,040, which includes a 15 percent reduction; and

WHEREAS, this request provides a public benefit to the community; and

WHEREAS, event organizers will be required to provide evidence of insurance pursuant to City of Madera Liability and Security Policy; and

WHEREAS, promotional material may incorporate the City logo subject to review and approval by the City; and

WHEREAS, the City will help promote the event on its social media; and

WHEREAS, event organizers are required to clean the facility after use; and

WHEREAS, the City Council finds it in the City's best interest to approve the fee waiver.

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

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. The Council finds that the waiver of fees as set forth in this resolution serves a public purpose of the City and its residents.
3. The City Council does hereby waive the City fees requested by Madera Coalition for Community Justice for Rental Fees of Rotary Park for the Farmers Market to be Held June 1, 2023 – September 14, 2023, subject to confirmation of insurance and Madera County Health Department permits.
4. This resolution is effective immediately upon adoption.

* * * * *

ATTACHMENT 2:

Parks and Community Services Facility Rentals Fee Schedule

Parks and Community Services Fees

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

ATTACHMENT 3:

Request Letter Authored by Madera Coalition for Community Justice



559-661-1879
maderaccj@yahoo.com
219 S D St Madera, Ca 93638

Dear Mayor Garcia and Members of City Council,

With this letter, Madera Coalition for Community Justice is respectfully requesting a waiver of fees for use of Rotary Park for the Farmers Market this summer (16 weeks). As you know, the Farmers Market has been a fixture in this town during the summer season for well over a decade during which time it provided community residents access to fresh organic vegetables and fruits. It was a boon to low-income families on CalFresh and seniors who were eligible for additional benefits. Due to the closure of Madera Community Hospital, the Madera Community Hospital foundation was dissolved. The latter has sponsored the Farmers Market over the last several years.

Madera Coalition for Community Justice has agreed to serve as its fiscal sponsor to ensure the continuation of this wonderful service to the community. Due to the loss of support from the hospital foundation, the Farmers Market is hard-pressed to reopen due to the lack of funds, much less pay for the rental space. Accordingly, we are requesting that the City of Madera join in supporting the Farmers Market in town.

Thank you for your anticipated cooperation and kind consideration of the foregoing.

Respectfully,

Linette Lomeli


A handwritten signature in blue ink, appearing to read "Linette Lomeli".

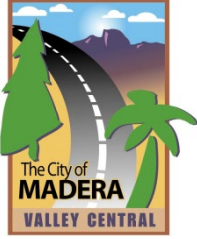
Executive Director
Madera Coalition for Community Justice

ATTACHMENT 4

Rotary Park Picnic Shelter 1 Map



 = 2023 Summer Season Farmers Market Area Requested for Rental



REPORT TO CITY COUNCIL

Approved by:

Marcela Zuniga

Marcela Zuniga, Grants Administrator

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: April 19, 2023

Agenda Number: D-3

SUBJECT:

Rescind Resolution No. 23-05 with a revision to amend and reappropriation \$788,703 of the remaining PTMISEA Grant Funds to the required Correction Action Plan (CAP) for Eligible Capital Projects within the City Transit and Fleet Maintenance Section

RECOMMENDATION:

Adopt a resolution:

1. Approving the amendment to Rescind Resolution No 23-05, and
2. Approving the submission of a CAP to the Department of Transportation (DOT) to reappropriate \$788,703 of the remaining \$868,703 PTMISEA Funds for other Eligible Capital Projects Within the City Transit and Fleet Maintenance Section, and
3. Approving the retention of \$80,000 for the completion of necessary improvements to the Madera Transit Center

SUMMARY:

The Public Transportation Modernization, Improvement, and Service Enhancement Account Program (PTMISEA) was created by Proposition 1B, the Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006. Of the nearly \$20 billion available to Transportation, \$3.6 billion was allocated to PTMISEA to be available to transit operators over 10 years. PTMISEA funds may be used for the following:

- Transit rehabilitation
- Safety or modernization improvements
- Capital service enhancements or expansions
- New capital projects
- Bus rapid transit improvements, or
- Rolling stock (buses and rail cars) procurement, rehabilitation, or replacement.

The final appropriation of program funds was made in the Fiscal Year 2014-15 State Budget, and consequently, the City received \$2.2 million of PTMISEA Funds. Combined with \$3.2 million of Federal Funds, these funds were used to construct Madera Transit Center. As part of the PTMISEA Grant Project Allocation Request, all funds were apportioned to be used towards the construction of the Madera Transit Center. In 2019, approval of the Budget Act allowed agencies to re-appropriate the remaining balances of PTMISEA funds into other eligible projects. It stipulated that all remaining PTMISEA funds must be encumbered and liquidated by June 30, 2023.

On January 18, 2023, Council adopted Resolution No. 23-05 approving the submission of a CAP to DOT authorizing the use of the remaining \$836,556 PTMISEA Funds for other eligible Capital Projects within the City Transit and Fleet Maintenance Section. Subsequently, while finalizing the CAP, DOT informed the City of required revisions prior to submittal.

Table 1 summarizes the required revisions requested by DOT.

Table 1: Summary of DOT Feedback and Staff Response	
<i>DOT Feedback</i>	<i>Staff Response</i>
All project interest must be assigned to the procurement of transit vehicles.	As of April 2023, the total project interest is \$159,738.
The CAP must include: 1) public notice of the appropriation of PTMISEA funds and 2) documentation confirming the approval of the reappropriation of funds	The April 19, 2023 Council meeting agenda provides public notice of the intent to reappropriate PTMISEA funds. If this item is approved, the Resolution will serve as evidence confirming approval of the reappropriation of funds.
There are remaining proposed improvements to be made at the “Madera Transit Center.” Therefore, funds must remain assigned to the Madera Transit Center (the Original Project).	Staff is proposing allocating \$80,000 to improvements of the Madera Transit Center.
PTMISEA funds as provided by DOT must be reappropriated in the CAP and resubmitted to DOT.	Staff updated the CAP with the updated eligible PTMISEA funds and reapportioned them to the PTMISEA expenditure categories as approved by Council on January 18, 2023.

Staff is requesting approval of the updated PTMISEA CAP and allocation of funds to the Madera Transit Center.

DISCUSSION:

Construction of the Madera Transit Center was completed in April 2020. Since then, some amenities and improvements have been added to the facility such as a Transit Center Plaque and

landscaping. After the reconciliation of all expenses, the remaining PTMISEA balance as of December 2022 was reported as \$839,556, which included \$104,662 of interest earned. The original PTMISEA grant agreement only allowed for construction or enhancement expenses at the Madera Transit Center.

On January 18, 2023, Council approved Resolution No. 23-05 approving the submission of a CAP to DOT authorizing the reappropriation of the remaining PTMISEA Funds (\$836,556) for other eligible Capital Projects within the City Transit and Fleet Maintenance Section. Upon initial review of the CAP, DOT responded with the most accurate PTMISEA-eligible fund balance and accrued interest. Tables 2-4 summarize the proposed revisions to the CAP in response to DOT’s review.

Table 2 summarizes the actual PTMISEA Fund balance.

Table 2: Corrective Action Plan - Reappropriation of Actual PTMISEA Funds		
	As Presented to Council January 18, 2023	Actual PTMISEA balances as reported by DOT
PTMISEA (91313 Account Balance)	\$734,894	\$708,965
Project Interest	\$104,662	\$159,738
Total	\$839,556	\$868,703

Table 3 summarizes the proposed changes to the CAP to reappropriate the eligible PTMISEA Funds to the PTMISEA expenditure categories as approved by Council on January 18, 2023.

Table 3: Corrective Action Plan – Proposed Revisions to PTMISEA Expenditures		
	As Presented to Council January 18, 2023	Required Revisions for CAP
Preventative Maintenance Equipment	\$287,500	\$299,719
Vehicle Procurement	\$150,000	\$159,738 (Interest)
Fixed Route Amenities	\$241,765	\$244,246
Facility Improvements Transit Center	\$75,000	\$0
Facility Modernization –Intermodal Center	\$85,291	\$85,000
Total	\$839,556	\$788,703

The proposed CAP is considered a new eligible project. However, the Original Project, “Madera Transit Center” will remain open. Table 4 summarizes the remaining PTMISEA Fund balance for the “Madera Transit Center” project.

Table 4: "Madera Transit Center" – Original Project PTMISEA Fund Balance

	As Presented to Council January 18, 2023	Proposed Allocation as a Result of the CAP
PTMISEA (91313 Account Balance)	\$734,897	\$80,000
Project Interest	\$104,662	\$0
Total	\$839,556	\$80,000

A submission of a CAP is necessary to ensure the remaining PTMISEA balance is fully expended prior to June 30, 2023.

FINANCIAL IMPACT:

Transit services, expenditures, and personnel time are expended through Local Transportation Funds and other Transit-related budgets, which are grant funded and have no financial impact on the general fund.

ALTERNATIVES:

As an alternative, Council may:

1. Decline the recommendation and direct staff to consider other possible uses for the remaining PTMISEA Funds.

ATTACHMENTS:

1. Attachment A – Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, APPROVING SUBMISSION OF A CORRECTIVE ACTION PLAN
(CAP) TO THE DEPARTMENT OF TRANSPORTATION TO AUTHORIZE THE
REAPPROPRIATION OF \$788,703 OF THE REMAINING \$868,703 PTMISEA
FUNDS FOR OTHER ELIGIBLE CAPITAL PROJECTS WITHIN THE CITY
TRANSIT AND FLEET MAINTENANCE DEPARTMENT.**

WHEREAS, the Department of Transportation (DOT) Public Transportation Modernization, Improvement, and Service Enhancement Account Program (PTMISEA) was created by Proposition 1B; and

WHEREAS, \$3.6 billion was allocated to PTMISEA to be available to transit operators over a 10-year period; and

WHEREAS, PTMISEA funds may be used for transit rehabilitation, safety or modernization improvements, capital service enhancements or expansions, new capital projects, vehicle procurements, rehabilitation, or replacement; and

WHEREAS, the City was awarded \$2.2 million to assist with the construction of the Madera Transit Center; and

WHEREAS, the City now has a balance of \$839,556 PTMISEA Funds that must be expended by June 30, 2023; and

WHEREAS, the City is submitting the required Corrective Action Plan (CAP) for the reappropriation of \$788,703 for other eligible capital projects within the City Transit and Fleet Maintenance Department; and

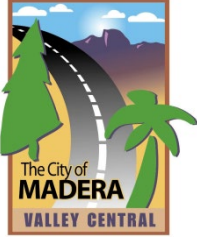
WHEREAS, the City will retain \$80,000 of the original appropriated amount for continued Facility Improvements to the Madera Transit Center; and

WHEREAS, the City is requesting Council to approve an amendment that would allow staff to request authority from the Department of Transportation to use the remaining funds for other eligible capital projects within the City Transit and Fleet Maintenance Section.

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

1. The above recitals are true and correct.

2. Council approves the submittal of Corrective Action Plan to the Department of Transportation to authorize the reappropriation of \$788,703 of the remaining \$868,703 PTMISEA Funds to be utilized for eligible capital projects, preventative maintenance, and transit vehicle procurement within the City Transit and Fleet Maintenance Department.
3. The City Manager or his designee is hereby authorized to execute all documents required for the submission of the CAP and acceptance and implementation of funds.
4. This resolution is effective immediately upon adoption.



REPORT TO CITY COUNCIL

Approved by:

Marcela Zuniga

Marcela Zuniga, Grants Administrator

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: April 19, 2023

Agenda Number: D-4

SUBJECT:

Madera Transit Plan – Fixed Route System Revision

RECOMMENDATION:

Adopt a Resolution Approving the Revision of the City's Transit (Madera Metro) Fixed Route System

SUMMARY:

During the April 21, 2021, Council meeting, WSP USA, Inc. (Consultant) was awarded the service agreement valued at \$100,000 for developing the Madera Transit Plan – Service Assessment (MTP). The CalTrans – Sustainable Community Transportation Planning Grant funded the MTP to evaluate the City's transit system and devise operational and policy changes to improve transit services. Goals included, but were not limited to:

- Improving connectivity with other modes of transportation
- Enhancing systems to advance multi-modal transportation within the region
- Improving efficiency and headways times through service evaluation, and
- Redesign and restructuring the City's three fixed routes

Phase One of the project concluded with the following deliverables:

- Madera Metro Service Design Guidelines
- Madera Transit Plan

Council adopted the Service Design Guidelines and the Madera Transit Plan on September 21, 2022.

On July 20, 2022, the Consultant was awarded the Phase Two Agreement – “Outreach and Implementation.” Phase Two focused on redesigning and restructuring the Transit System through Public Outreach. During this meeting, Council was updated on the progress of revisions to the Fixed Route System. Table 1 summarizes Council feedback.

Table 1: Council Feedback – July 20, 2022 Meeting	
<i>Council Feedback</i>	<i>Staff Response</i>
Improved connectivity for residents in the Southeast portion of the City who access Madera Community College.	MTP revised to include an additional transfer point at the Madera County Complex at Tozer Ave. and Avenue 14. This will allow residents in the Southeast area to connect and gain access to Route 3 – “Green Line”, which provides service to Madera Community College.

During the March 15, 2023, Council meeting, another update was provided on the progress of the revisions to the Fixed Route System. No action was required as it was only an informational item. Table 2 summarizes Council feedback.

Table 2: Council Feedback – March 15, 2023 Meeting	
<i>Council Feedback</i>	<i>Staff Response</i>
Consideration of ongoing service to the Amtrak Station following its relocation to Avenue 12.	Route 3 – “Green Line” serves the Avenue 12 corridor and ends at Madera Community College. Upon its relocation, the proposed Route 4 – “Blue Line” will be modified to end in City limits.
Consideration of service to the Rancho San Miguel shopping center for residents in Southeast Madera along the Tozer Avenue corridor.	MTP updated to allow Route 2 – “Orange Line” to connect to the Rancho San Miguel shopping center. This route serves residents of Southeast Madera.

DISCUSSION:

The Madera Transit Plan – Services Assessment (MTP) was designed to contribute to the 2014 Regional Transportation Plan (RTP) goals and the regional 2017 Active Transportation Plan (ATP)., The City lacked the necessary information to effectively plan and invest capital dollars into the City’s transit system. The MTP resulted in two Phases to capture the complete design of the revised Madera Metro Fixed Route System.

The Madera Transit Plan - Services Assessment was part of Phase One of the Service Agreement and included:

- Facilitation of community forums and committee meetings

MTP goals addressed in the proposed plan include:

- Removal of excessive turns to improve On-Time Performance
- Identification of new transfer points to improve connectivity
- Increase service with the inclusion of service provided to North and Southeast Madera
- Access to key destinations across the City
- Addition of a fourth route; Blue Line

Table 4 summarizes changes to stops, followed by Table 5, which provides an overview of the routes.

Table 4: Summary of stops changes	
Existing # of Fixed Routes	3
Proposed # of Fixed Routes	4
Existing # of stops	101
Stops to be removed	49
Stops to be added	60
Proposed # of stops	115
Net increase in the number of stops	18

Table 5: Proposed Route Summary				
Route	Stops	Transfer points	Route Distance (in miles)	Route Time*+ (in minutes)
Purple; Route 1	38	3	11.9	36
Orange; Route 2	48	3	21.1	63
Green; Route 3	42	3	25.5	77
Blue; Route 4	18	1	12	36
Total	146**	-	-	-
*Roundtrip				
**Duplicative Stops: 31				
+Assumes 20 miles per hour bus speeds				

FINANCIAL IMPACT:

Transit expenses and personnel time is expended through Local Transportation Funds and other Transit-related grants, which are Federal, State, and Local Funds. The total length of the agreement with WSP USA, Inc. was funded through State Funds (Caltrans Planning Grant and State Transit Assistance Funds).

ALTERNATIVES:

As an alternative, Council may:

1. Provide staff with recommendations for the proposed route changes.
2. Reject the proposed routes and direct staff and the consultant for additional revisions.
3. Request additional information from staff.

ATTACHMENTS:

4. Attachment A – Resolution
 - Exhibit 1 – Revision of Routes

RESOLUTION NO. 23-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA APPROVING THE REVISION OF THE CITY'S TRANSIT (MADERA
METRO) FIXED ROUTE SYSTEM**

WHEREAS, the City of Madera (City) and WSP USA, Inc (Consultant) entered into an Agreement for the completion of the Madera Transit Plan – Phase Two “Outreach and Implementation” on July 20, 2022; and

WHEREAS, Amendment No.1 to the Agreement was reached March 1, 2023 for the Phase Two “Network Implementation” component; and

WHEREAS, following Public Outreach and the solicitation of community feedback the City is proposing the revision of the Fixed Route Service System to City Council; and

WHEREAS, route revisions include the removal of 46 stops, the addition of 64 stops, and the addition of a fourth route (Blue Line); and

WHEREAS, if approved, the newly revised Fixed Route Service System will go into effect July 1, 2023 as reflected in Exhibit 1 to this resolution.

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:

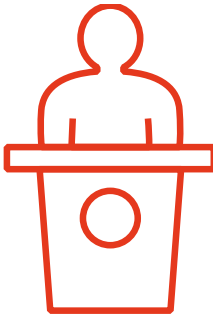
1. The above recitals are true and correct.
2. The City Council approves the revision of the City's Transit (Madera Metro) Fixed Route System as set forth in Exhibit 1 to this resolution.
3. This resolution is effective immediately upon adoption.

Madera Transit Plan

Final Route Proposals

April 19th, 2023

Introductions



Project Team	
City of Madera	David Huff Marcela Zuniga
WSP	Lauren Tsoi Erik Bird Arturo Jacobo
VRPA	Georgiena Vivian Dena Graham



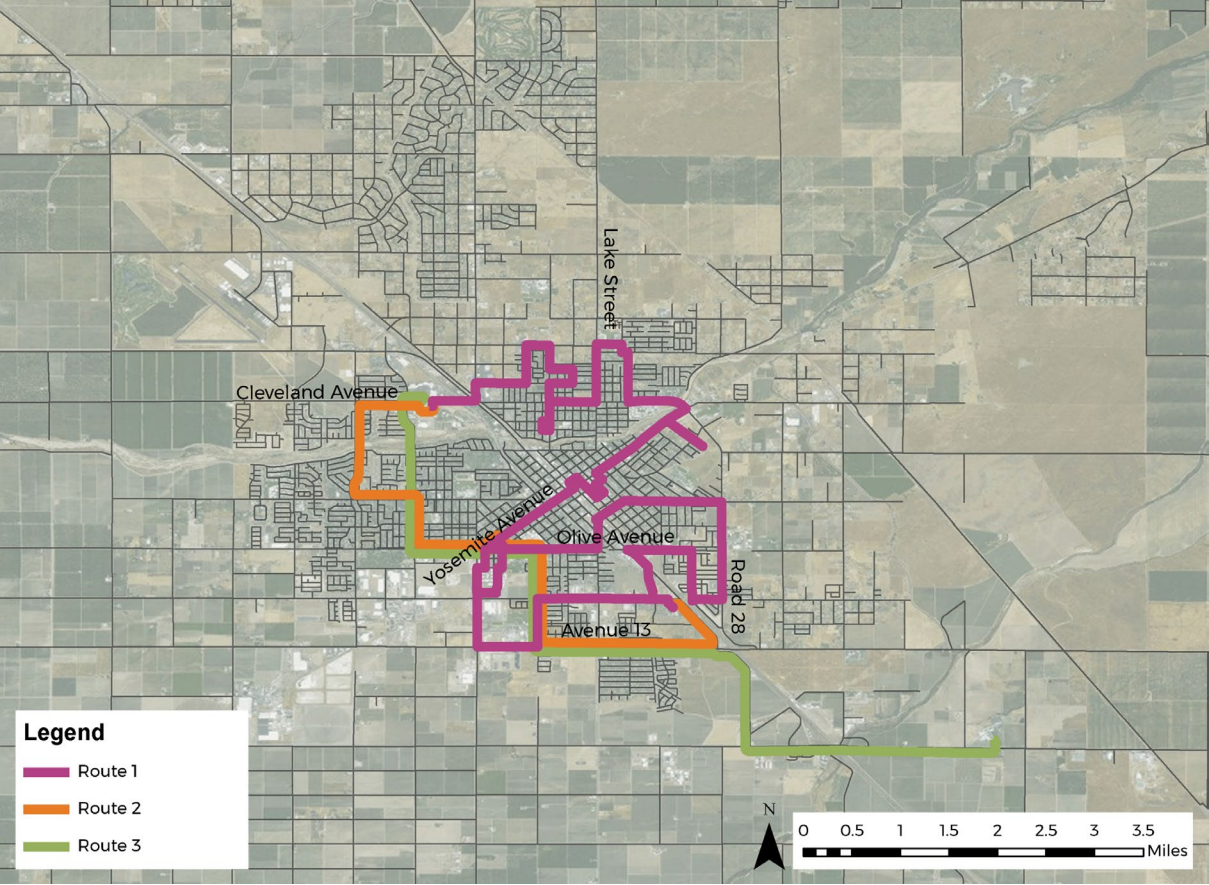
Today's Agenda

1. Final Route Proposals
2. Next Steps

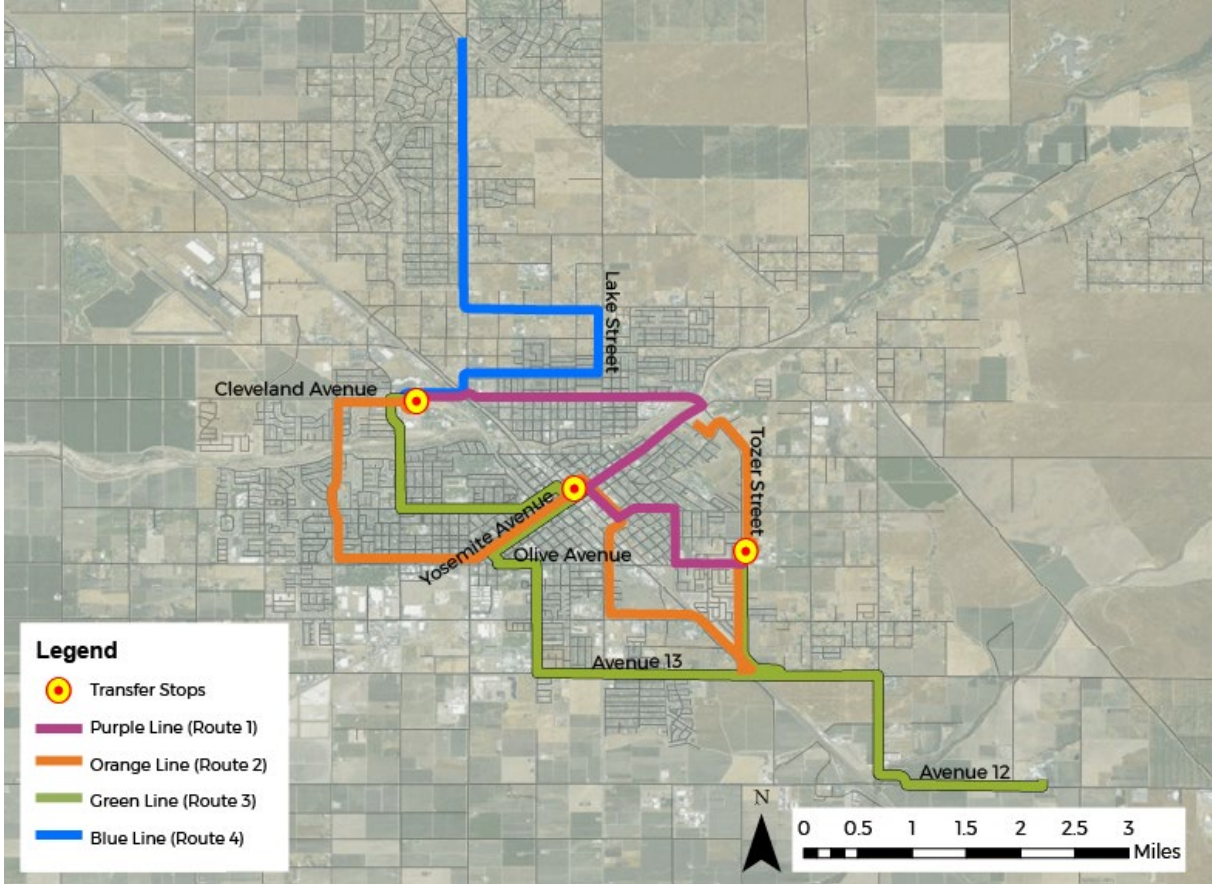


System Map

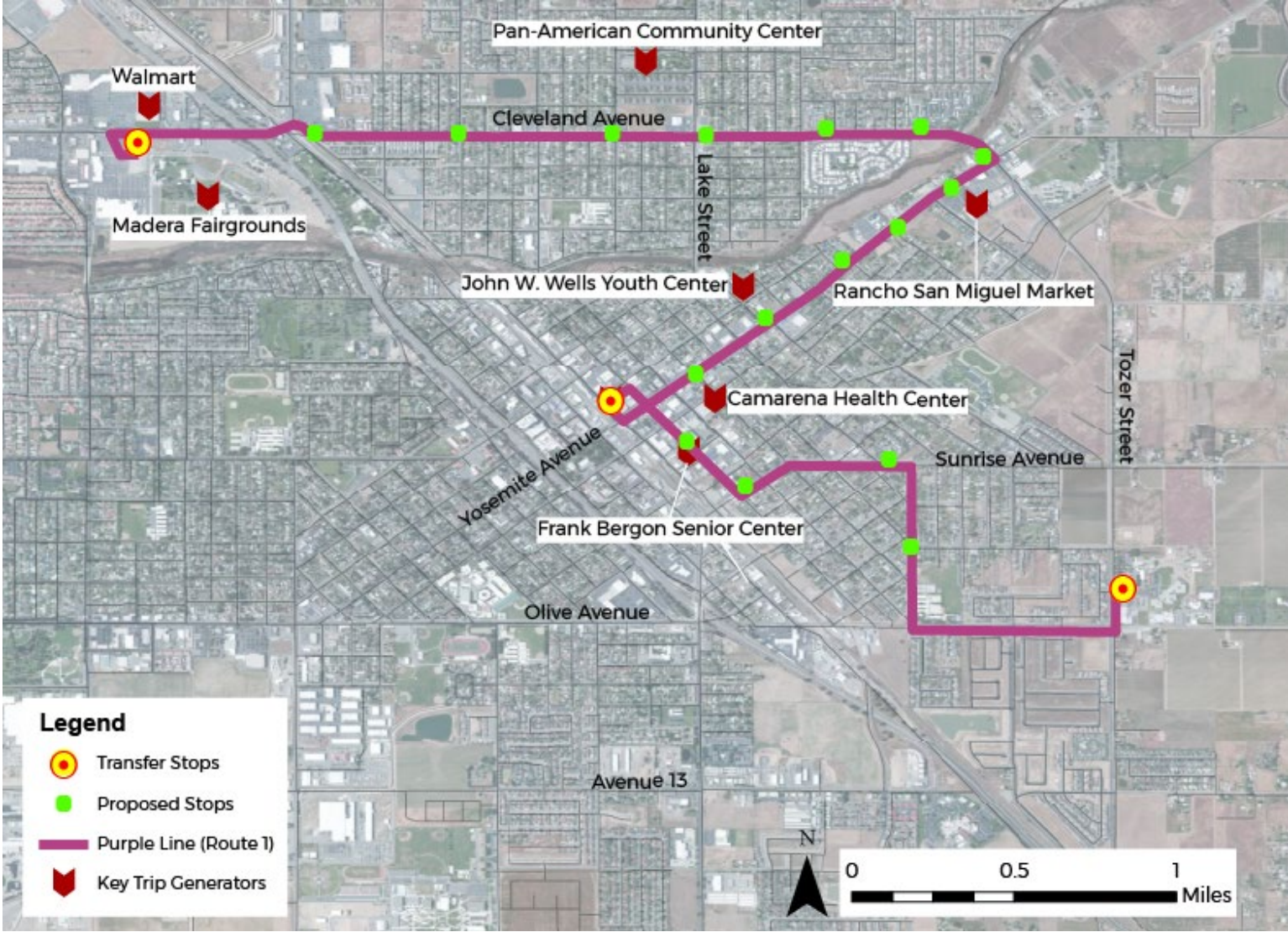
Existing



Proposed



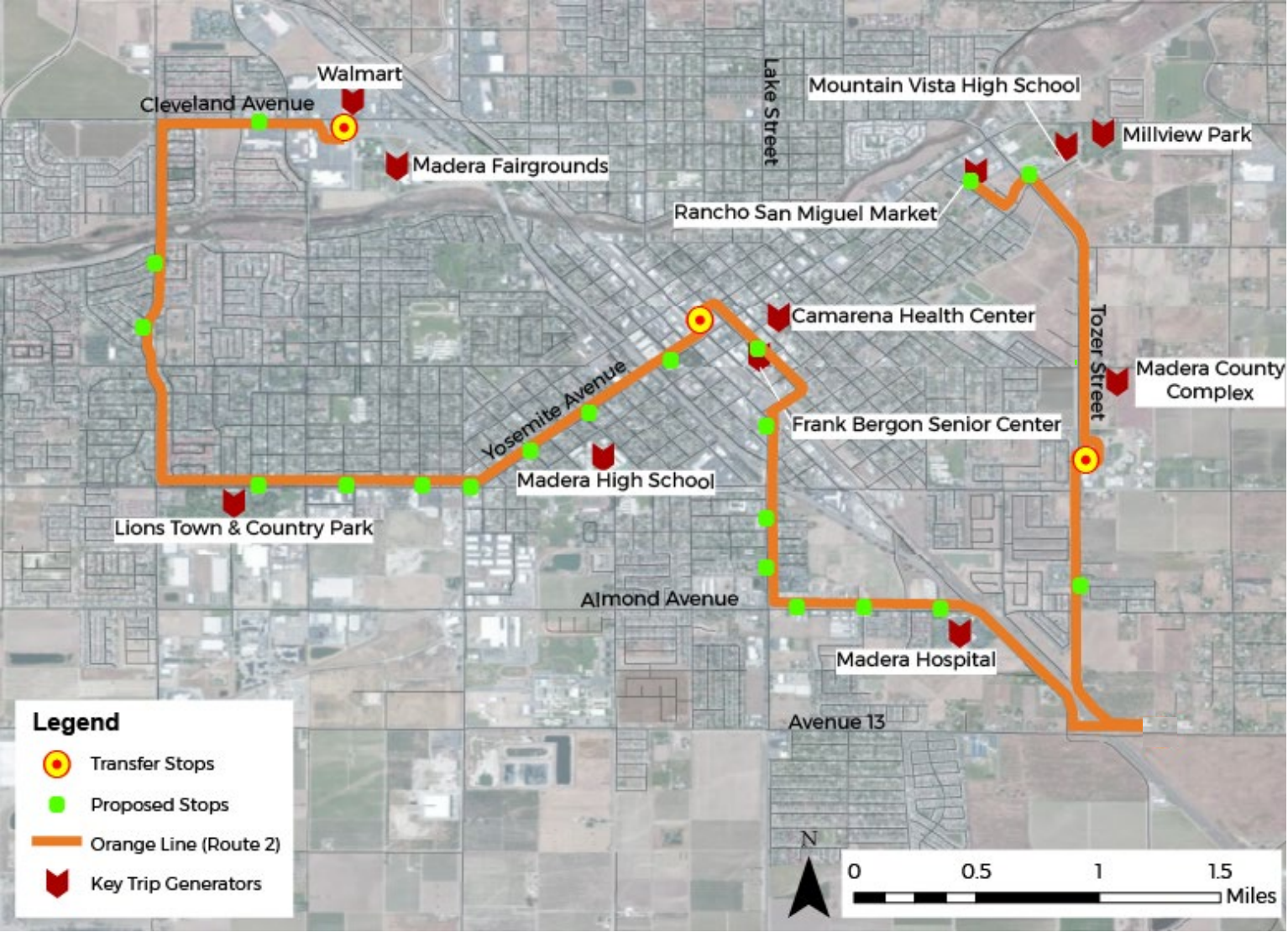
Purple Line Proposal



Note: The maps show both directions of the route so not all individual stops are shown



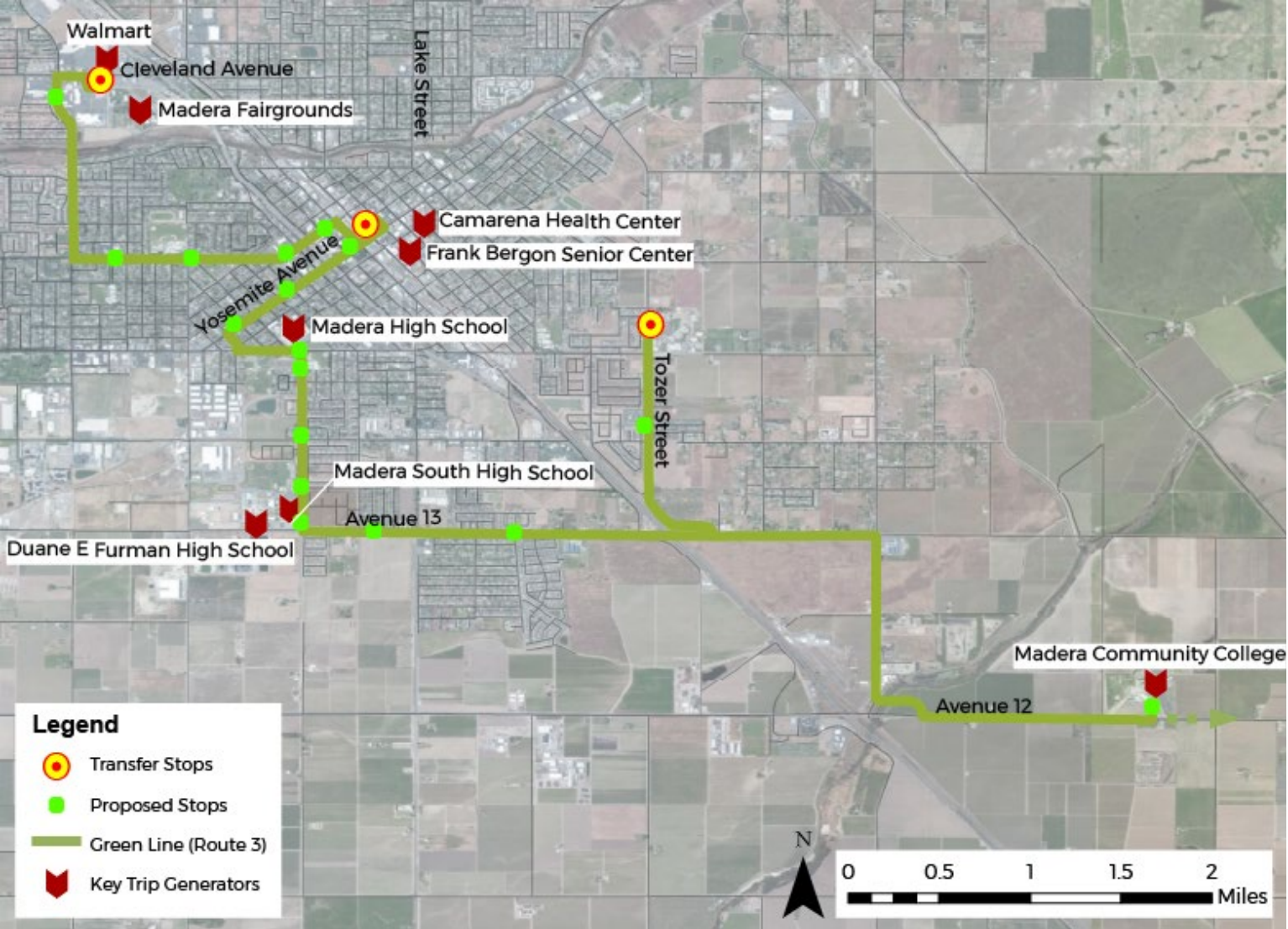
Orange Line Proposal



Note: The maps show both directions of the route so not all individual stops are shown



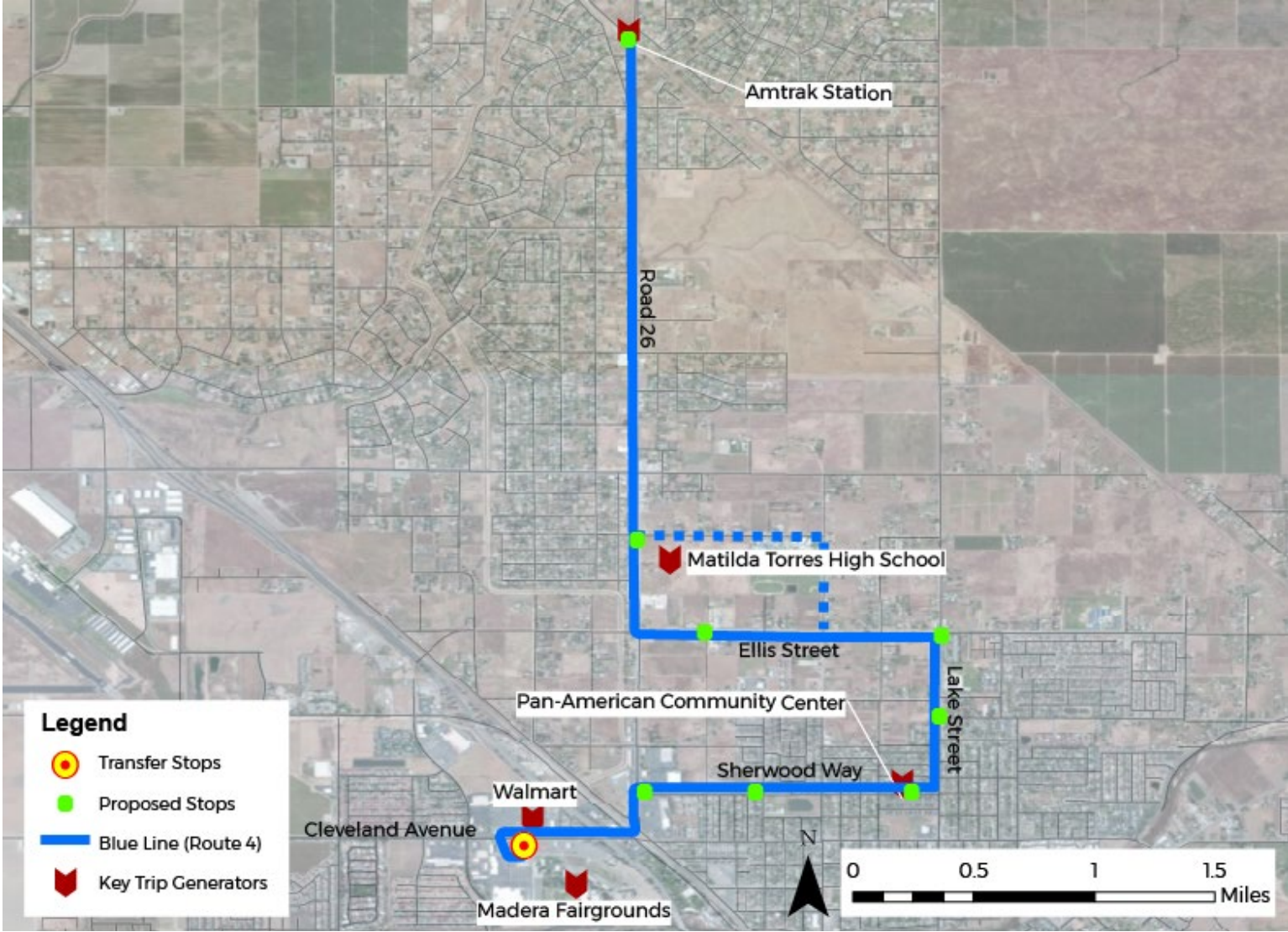
Green Line Proposal



Note: The maps show both directions of the route so not all individual stops are shown



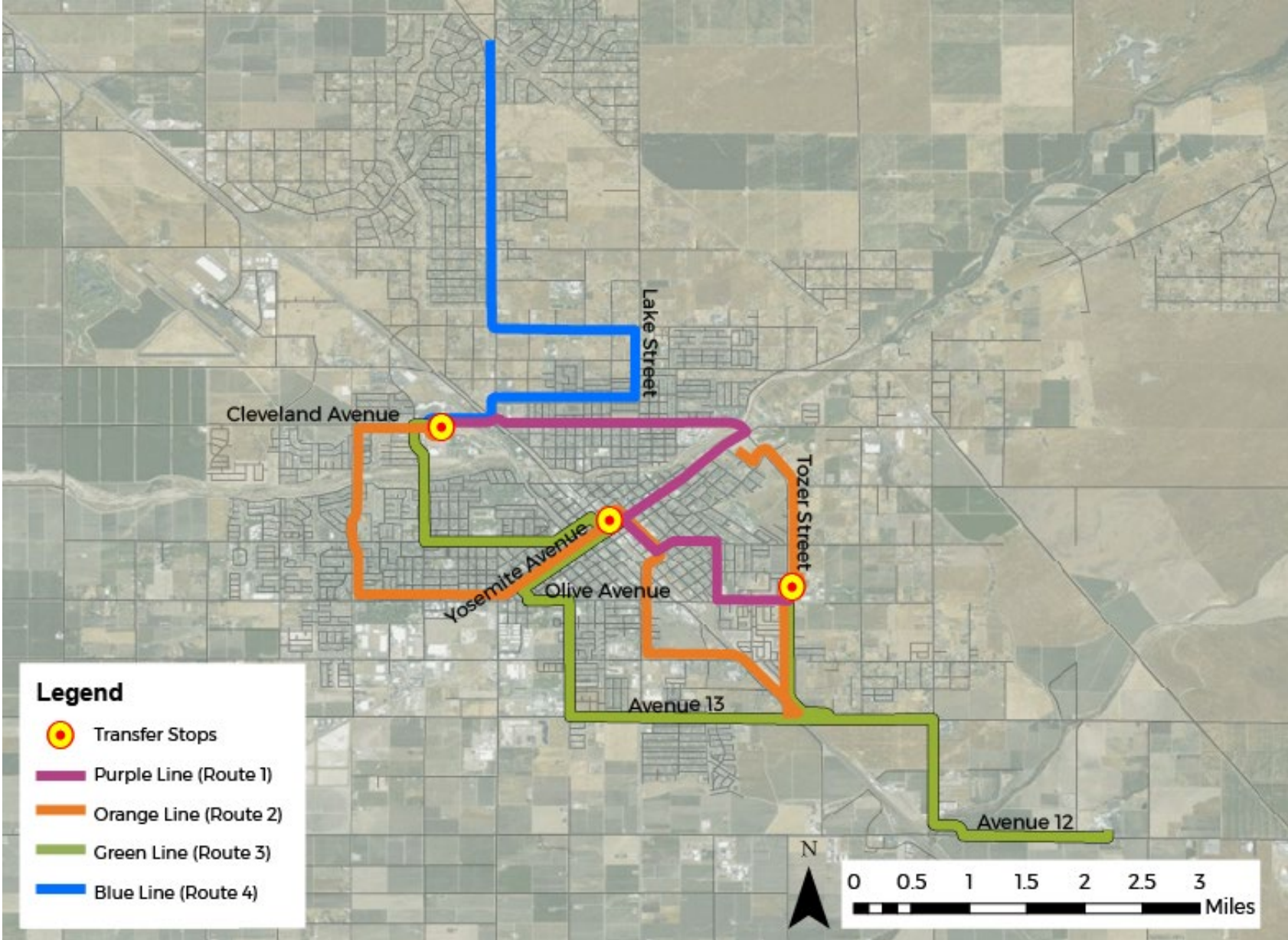
Blue Line Proposal



Note: The maps show both directions of the route so not all individual stops are shown



System Map Proposal



Next Steps

Next Steps

1. Present final routes to Council for approval at April 19th meeting
2. Implementation
 - *Anticipated date of new service July*
 - *Goal is to successfully transition to the four new routes and educate/notify the public as much as possible of the changes*
 - *WSP tasks will include:*
 - Create new route maps and brochure
 - Develop new route schedules



Questions and Wrap-Up

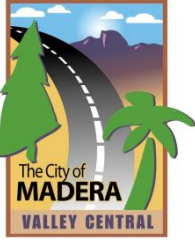


Project Contact:

David Huff, City of
Madera

dhuff@madera.gov

559-661-3693



REPORT TO CITY COUNCIL

Approved by:

Jamie Hickman

Jamie Hickman, Interim Public Works Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: April 19, 2023

Agenda Number: D-5

SUBJECT:

Declaration of Surplus Property and Approval of Piggyback Purchase Agreement for Paint Striping Truck

RECOMMENDATION:

Adopt a resolution declaring the City's paint striper as surplus and authorizing its use as a trade-in for a new unit, and approving piggybacking off of Sourcewell Contract No. 080521-EZL for a net cost of \$229,039

SUMMARY:

The paint striper is commonly used to paint road markings. The City's lone paint striper was purchased in 2007 and has reached its end of life, or at a minimum, is no longer cost-effective to continue to repair. Moreover, air quality regulations require that the City retire it. In anticipation of its replacement, the adopted budget considers replacement costs. To reduce the net cost to the City, staff is seeking authorization to declare the existing paint striper as surplus, allowing staff to use it for trade-in to offset the purchase price of the new unit through piggybacking off Sourcewell Contract No. 080521-EZL with the vendor, EZ Liner. EZ Liner specializes in manufacturing and selling road striping equipment. A new striper is anticipated to cost \$287,732, while staff anticipates receiving \$45,000 for trade-in value. Piggybacking off Sourcewell contract #080521-EZL would result in a further \$13,693 discount. Thus, the net cost to the City would be \$229,039.

DISCUSSION:

The current unit, a 2007 EZ Liner model AL240-EZ Vin #1GBM7F1B97F44403, City unit #392, is budgeted for replacement in the current fiscal year. There are two principal reasons why staff are seeking to replace the striper. They include:

- Per California Air Resources Board Truck and Bus Regulation requirements, diesel-fueled trucks, buses, and school buses with a gross weight rating greater than 14,000 pounds with an engine manufacture date of 2010 and older can no longer be registered and driven in California as of January 1, 2023.
- The City’s current striper requires constant repair

Unfortunately, the resale/auction value of the City’s 2007 striper is deemed low. This is in part due to the old striper no longer being able to be registered or driven in the state of California. Thus, staff recommends that the City declare it as surplus and use it as a trade-in instead to offset the purchase price of the new unit.

Title II Section 4 of the Madera Municipal Code authorizes the City to utilize piggyback purchasing procedures without completing the City’s bidding or proposal process from any supplier who offers the goods or services at the same or better price, terms, or conditions as the supplier previously offered to another public agency as the lowest bidder pursuant to the competitive bidding or proposal process required by that other public agency. Staff recommends purchasing a new striper using a piggyback purchase agreement through Sourcewell Contract No. 080521-EZL. Sourcewell, a State of Minnesota local government unit and service cooperative, published RFP #080521 on June 17, 2021, for roadway maintenance equipment. EZ liner was chosen from this competitive bid process. Sourcewell’s participating entities include thousands of public agencies, including Madera. Staff has determined that the vendor meets the City’s needs. By piggybacking on this Sourcewell Contract, the City is not required to go through the process.

Moreover, the proposed agreement has been reviewed and found to meet the City’s purchasing requirements. In addition, this agreement allows for the trade-in of the existing paint striper. The new paint striper would be an EZ Liner Model TS-AL150 Truck Mounted Striping Machine with additional equipment and specifications that meet the City’s needs. Pricing for contract #080521-EZL provides a 3-7 percent discount off the published list price. Table 1 provides a summary of the cost.

Table 1: Costs breakdown	
Item	\$ Value
New EZ Liner striper	\$287,732
The trade-in value of existing striper	(\$45,000)
Sourcewell Contract 7% Public Agency Discount	(\$13,693)
Net cost of new striper	\$229,039

It should be noted that due to its age, the City’s current paint striper has limited uptime and needs constant repairs. This makes painting more difficult as an entire crew is required to paint, and sections of the road must be coned off, requiring additional staff, resulting in prolonged traffic flow disruptions. Also, the current truck no longer complies with air quality regulations due to the aforementioned California Air Resources Board regulations.

FINANCIAL IMPACT:

Trading in the current unit will offset recent price increases, reducing the upfront cost to the City and the unit's overall cost. Trading in the existing unit and piggybacking off the Sourcewell Contract will offset the recent price increases. The City has an equipment replacement program, whereas the current paint striper is due for replacement. The current striper was slated to be replaced during the 2022 fiscal year, but staff wanted to extend the useful life of the current paint striper to reduce costs. Declaring the current paint striper as surplus and using it as a trade-in would offset the cost of the new paint striper by \$45,000, and the discount from piggybacking off the Sourcewell contract will result in a further \$13,693 discount offered to public agencies in the contract. These offsets and discounts would allow the City to purchase a new paint striper for under the original allotted amount of \$240,000.

ALTERNATIVES:

If Council does not approve the request to declare the current striper truck as surplus and be allowed to use it as a trade-in to offset the cost of the new striper, then the purchase price of the new paint striper would be over budget as \$240,000 was allotted for the purchase of new paint striper. It may require additional funds to be appropriated or changing quoted specifications to reduce cost. As an alternative, the City could issue a Request for Proposal and go through the bidding process.

ATTACHMENTS:

1. Resolution
2. Sourcewell Contract No. 080521 EZL
3. Quote for purchase of new paint striper and trade-in value for the old unit
4. Price discount from EZL

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA DECLARING THE CITY'S PAINT STRIPER, CITY UNIT #392, AS
SURPLUS, AUTHORIZING ITS USE AS A TRADE-IN, AND APPROVING
SOURCEWELL CONTRACT NO. 080521-EZL FOR A NET COST OF \$229,039**

WHEREAS, the City of Madera ("City") has a need to secure a new paint striper due to age and air quality regulations; and

WHEREAS, the City's existing striper was purchased in 2007 and is no longer cost effective to continue to operate; and

WHEREAS, the resale or auction value of City unit #392 is too low due to not being able to be registered or driven in California due to age; and

WHEREAS, California Air Resources Board Truck and Bus regulations state diesel-fueled trucks, with a gross weight rating greater than 14,000 pounds can no longer be registered with the California Department of Motor Vehicles or driven based on vehicle age and weight; and

WHEREAS, Madera Municipal Code Title II Section 4 of the Madera Municipal Code authorizes the City to utilize piggyback purchasing procedures without completing the City's bidding or proposal process from any supplier who offers the goods or services at the same or better price, terms, or conditions as the supplier previously offered to another public agency as the lowest bidder pursuant to the competitive bidding or proposal process required by that other public agency.

WHEREAS, Sourcewell, a State of Minnesota local government unit and service cooperative that facilitates competitive public solicitation and contract award processes for the benefit of public governments and agencies in the U.S and Canada published RFP #080521 on June 17, 2021 for roadway maintenance equipment and entered into contract No. 080521 with EZ Liner for road maintenance equipment.

WHEREAS, Sourcewell contract No. 080521- EZL provides a 3 to 7 percent discount off published list price and allows for trade ins;

WHEREAS, the vendor for the contract, EZ Liner, has quoted the price of the new paint striper in the amount of \$229,039 after a \$45,000 credit applied for trade in of City's 2007 unit .

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

1. The above recitals are true and correct.

2. The City Council of the paint striper, City unit #392, as surplus and authorizes its use as a trade in for a new paint striper.
3. The City Council approves Sourcewell contract No.080521-EZL for purchase of new paint striper which is attached hereto as Exhibit 1 and incorporated by reference.
4. This resolution is effective immediately upon adoption.

* * * * *

**Solicitation Number: RFP #080521****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Vogel Traffic Services, Inc., dba EZ Liner, 1920 Albany Place SE, Orange City, IA 51041 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Roadway Maintenance Equipment from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires October 11, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

- a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcwell

Vogel Traffic Services, Inc.
dba EZ Liner

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 10/5/2021 | 8:35 PM CDT

DocuSigned by:
Steve Roesner
By: E466856E5B46416...
Steve Roesner
Title: President
Date: 10/8/2021 | 12:34 PM PDT

Approved:

DocuSigned by:
Chad Coquette
By: 7E42B8F817A64CC...
Chad Coquette
Title: Executive Director/CEO
Date: 10/8/2021 | 2:42 PM CDT

RFP 080521 - Roadway Maintenance Equipment

Vendor Details

Company Name: Vogel Traffic Services, Inc.
Does your company conduct business under any other name? If yes, please state: EZ Liner
Address: 1920 Albany Place SE
PO Box 140
Orange City, IA 51041
Contact: Rob Krommendyk
Email: rob.krommendyk@ezliner.com
Phone: 712-737-4016 11948
Fax: 712-737-4148
HST#: 42-1447623

Submission Details

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Email: rob.krommendyk@ezliner.com
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Submitter's IP Address: 66.172.221.237

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Vogel Traffic Services, Inc. -VTS will provide a sole source of responsibility for the equipment, products, and services provided under a resulting contract as the "Supplier". These solutions are complementary to the equipment, products, or service(s) proposed cover Sourcewell's Roadway Maintenance Equipment category, line items 74-76 as comprehensively as possible.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	EZ Liner - (Peterbilt cab & chassis for stock model Teton) EZ Liner - (Isuzu cab & chassis for stock model Arapahoe & Cascade) Arrow Striping and Mfg. (Grinder truck mounted, rumble strip truck mounted, Thermoplastic truck mounted & pre-melter kettles, and Plural Component truck mounted) Epic Solutions/ASE/Smith (Thermoplastic applicators, MMA 98:2 walk behind striper, walk behind grinders) Titan PowrLiner (Airless walk behind paint stripers)
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Line 1: DBA EZ Liner
4	Proposer Physical Address:	1920 Albany Place SE Orange City, IA 51041
5	Proposer website address (or addresses):	www.vogeltraffic.com; www.ezliner.com
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Steve Roesner, President, Vogel Traffic Services, Inc., 1920 Albany Place SE, Orange City, IA 51041, steve.roesner@vogeltraffic.com, 712-707-9766(Direct Line).
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Rob Krommendyk, Design & Bid Project Manager II, EZ Liner, 1920 Albany Place SE, Orange City, IA 51041, rob.krommendyk@ezliner.com, 712-707-9777(Direct Line).
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Brett Mulder, Vice President of Sales & Marketing, EZ Liner, 1920 Albany Place SE, Orange City, IA 51041, brett.mulder@ezliner.com, 712-548-7552(Cell Phone).

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Vogel Traffic Services and the Vogel family have been manufacturing and providing highway and road striping materials and equipment to the industry for the last 80 years. We are a fourth generation, family-owned corporation that has a vertically integrated, technology forward approach to all we do. Our focus has always been on customer care and responsiveness. We believe if you take care of the customer with world class management practices the rest of the business will "fall into place", which it has since 1926 for paint products and 1960 for equipment. Our company's vision is to be "driven to advance public safety with integrity and excellence." We hold ourselves accountable through our core values of Quality, Integrity, Common Sense, Continuous Improvement, Entrepreneurism, Relationships, and Stewardship. In simple form, determined to better tomorrow, then we are today, then we were yesterday. Our history started in 1926, when Andrew Vogel, a Dutch immigrant, mixed coatings in his garage, a white house paint and a red barn paint was first developed. As the State of Iowa began painting roadways in the 1930's and 40's, Andrew expanded to include traffic paint. Andrew's son, John worked with the highway paints and soon branched into highway painting in response to demand. Around 1960 John and his crews started building their own marking equipment because no machines could be found to mark highways effectively. Thus, in 1965, the EZ Liner brand was born. John Vogel and his crews painted roads in the summer, and built and sold EZ Liner stripers during the off-season. By the late 1970's, manufacturing stripers was a full-time business, with hundreds of walk-behind and larger models produced and sold each year. During the 1990's, EZ Liner developed the first airless pickup mounted striper. Soon after came the palletized stencil unit, developed for the Minnesota DOT. In the mid-1990's EZ Liner had a contract with the US Air Force for 96 AF120SET's which was the AL120 pickup mounted unit mounted on a trailer. These units were deployed around the US and the world. EZ Liner again worked with the Air Force on a new pallet-type mid-sized striper in 2019 and 33 more similarly designed units were shipped to include Vogel traffic paint and glass beads.
10	What are your company's expectations in the event of an award?	Vogel Traffic Services has successfully and aggressively marketed Sourcewell since being awarded a contract in 2017. We have and will continue to proactively present Sourcewell as an outstanding purchasing option to all current and prospective members. Our sales and marketing personnel intend to significantly expand and grow business unit sales and revenue resulting from an award with an expanded product line to meet market needs. We have seen year to year growth and expect it to continue over the next term. We also expect a growing relationship with Sourcewell staff to expand our reach to new territories and market segments. We are introducing more products allowing for an expanded and more efficient purchasing selection for our customers to get what they want when they want it. Finally, our expectations are to utilize digital marketing in innovative ways to build brand awareness, expand our market reach and ultimately increase our business with Sourcewell members.

11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Vogel Traffic Services is debt-free, has a strong balance sheet and has strategically adapted well to avoid financial stress through the Pandemic. Even in the face of extended lead times, component shortages, and labor market challenges we have met our promised deliveries and maintained financial strength. Vogel Traffic Services, Inc. has a D&B rating of 1R2 and a PayDex rating of 78. Our DUNS number is 94-417-5744. Vogel Traffic Services, Inc. dba EZ Liner is a closely held private corporation. In 2020, EZ Liner produced a new annual record of truck mounted paint striper bodies upfitted to mainly Peterbilt and Isuzu chassis. Looking forward to 2022, we have pre-ordered multiple cabs & chassis in various models along with components to accommodate anticipated customer requests for more immediate availability of finished products.
12	What is your US market share for the solutions that you are proposing?	Our market share in the U.S. for overall Sourcewell applicable truck mounted and mid-size paint striping equipment sales is approximately 50-60%. The industry is loosely organized but over the past four years we have worked diligently with key suppliers, customers, prospects, industry associations and conducted competitive analysis to determine the US market. We believe the governmental market is approximately 75-100 units produced and shipped/year in this category. Of the overall pavement marking equipment category, paint striping equipment is the most common, estimated 65-70% of the market. Thermoplastic trucks, plural component trucks, RPM applicator trucks, etc. are products we are currently adding to our Sourcewell product line offering. We expect to gain up to 20% of the overall market share with an expanded product offering. The units shipped may be lessor quantities but typically more revenue per unit.
13	What is your Canadian market share for the solutions that you are proposing?	Our market share in Canada for overall Sourcewell applicable truck mounted and mid-size paint striper unit sales is approximately 20-30%. Over the last 4 years the Canadian market is significantly smaller than the domestic US market. It is estimated an average of 15 unit sales in this market in Canada take place each year. Of the overall pavement marking equipment category, like the US, paint striping equipment is the most common. Thermoplastic trucks, plural component trucks, RPM applicator trucks, etc. are additional products used. We are currently adding to our product line offering and expect to gain up to 20% of the overall market share.
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	b) We sell, manufacture, distribute, ship and service all we offer directly to the end customer/user (Direct Sales). Our sales force and service teams are company employees working directly with the customers. Our sales, engineers and service staff work directly with the procurement, engineering, operation and maintenance staff for governmental entities at their locations whether it be the administrative offices or field-based shops and yards. In addition, we have a corporate service center that is utilized for training, product inspection, maintenance, repair, & overhaul. We support our customers through the life of their equipment or materials with factory direct trained, experienced technicians. They begin with equipment design and end with service and parts support through to end of life planning.
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Vehicle Dealer's license in the state of Iowa for an OEM or upfitter that manufactures custom paint striping trucks (attached). Some government agencies require that a vendor hold a business license for their government entity. That is handled on a case-by-case basis. We hold converter's licenses in certain states where required. Our equipment is manufactured and conforms to the best-known current practices relative to design, materials, strength, quality, durability, safety, and workmanship and shall be in accordance with the latest codes, standards, and practices of the industry and the following professional organizations: American National Standards Institute (ANSI) American Society of Mechanical Engineers (ASME) American Society for Testing and Materials (ASTM) American Welding Society (AWS) Federal Motor Vehicle Safety Standards (FMVSS) Industrial Fastener Institute (IFI) International Standards Organization (ISO) -Vogel Paint is ISO certified Joint Industrial Council (JIC) National Truck Equipment Association (NTEA) Society of Automotive Engineers (SAE) The Maintenance Council of The American Trucking Association (TMC) Underwriters Laboratory (UL)
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None. Vogel Traffic Services, Inc. has never been suspended or disbarred by any organization throughout its years of history.

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Silver Award Roads & Bridges Contractor's Choice Award Northwest Iowa Development 2019 Business and Organization Innovation Award Keep Iowa Beautiful 2016 Donald F. Lamberti Hometown Pride Vision Award (See Marketing Plan attachment for examples of each award)
19	What percentage of your sales are to the governmental sector in the past three years	Approximately 70% of our overall sales revenue dollars come from the governmental sector in the past three years, including State DOT's, Counties, Cities, and Airports.
20	What percentage of your sales are to the education sector in the past three years	Approximately 1-2%, our opportunity to sell product to the Education sector is minimal. We do occasionally sell to this market sector, but the percentage in overall revenue dollars is low (usually a walk behind or mid-size striper). We have not sold any truck mounted units to the Education sector.
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Iowa DOT (thru 0/07/22) - Missouri DOT (thru 10/31/21) - Sourcewell (thru 10/1/21) - H-GAC (thru 09/30/22) -
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	EZ Liner does not have a GSA contract. A Cage number, ONCU6, has been issued & maintained through SAM.gov for USAF (United States Air Force) sales of equipment to AFB's around the world. The annual sales volume average over the last 3 years of the most recent USAF order through Vizocom ICT LLC is \$2,800,00.00. This has been recently rebid for a five year contract and we are awaiting the notification of award.

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
City of Palmdale, CA (Testimonial attached as part of Additional Document attached)	Bruce Roadouse	661-267-5338
Sacramento International Airport, CA	Steven McDonald	916-214-6057
Baldwin County, AL	James Martin	251-348-0135
Hillsborough Co. Aviation Authority/ Tampa Int. Airport	Jeff Clay	813-267-8382

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Sacramento County	Government	California - CA	2 trucks for highway department 1 truck for Airport 1 pallet stencil unit for airport parts	2 x \$536,617 each 1 x \$472,864 1 x \$58,423	\$ 1,610,187.
Missouri DOT	Government	Missouri - MO	1 truck for KC district 1 truck for Hannibal district repair and refurbishment of other district trucks parts	1 x \$611,950 1 x \$380,415.92 \$83,683 \$57,107 \$13,994 \$13,879 \$12,383 \$10,225	\$1,184,212.
Port Authority of NY & NJ	Government	New Jersey - NJ	2 trucks (JFK & Newark Int'l Airports)	1 x \$508,577 1x \$508,174	\$1,032,457.
Vizocom ICT LLC/ USAF	Government	California - CA	33 palletized military stripers with traffic paint & beads shipped to various USAF bases.	33 x \$84,892 each kit	\$2,801,452.
Iowa DOT	Government	Iowa - IA	1 truck for Ames district 1 truck for Albia district statewide traffic coatings contract parts	1 x \$470,704 1 x \$380,689 3 x \$2,900,00	\$9,575,138.

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
25	Sales force.	VTS/EZ Liner employs three traveling Territory Sales Managers who cover the entire United States and Canada. They are supported by two Design & Bid Project Managers who interpret and write specs, design equipment, and prepare quotes & bids. The team is led by a Vice President for Sales and Marketing, who also oversees a Marketing Manager and Marketing Support Specialist. In addition, since we design custom equipment and service it for the life of the vehicle, we have another group of 12 individuals working for the customer including engineers, parts sales, service technicians, and trainers. Traffic paint sales are handled through our Director of Traffic Coatings. These team members are housed in our corporate office in Orange City, IA.
26	Dealer network or other distribution methods.	Our products and services are sold factory direct by experienced Territory Sales Managers, sometimes working through select dealers, but more often working directly with government agencies.
27	Service force.	VTS/EZ Liner provides complete aftermarket service and support for the life of the equipment and materials. Under the direction of our Director of Equipment Services we provide parts, training, MRO (maintenance, repair & overhaul) warranty service, and technical support services nationwide and in Canada. We have a staff of six full-time individuals that provide in-field service or complete service from our corporate service center. Additionally, we have extensive support from our parts warehouse, engineering and production technicians as needed. Our partner suppliers provide similar services and support under our guidance. This team has pavement marking expertise with 264 combined years of experience from top ten employees. Our resources include a high-quality traffic paint manufacturing division, a high-quality equipment manufacturing division, and a professional application of traffic markings division. The interaction of these divisions allows us to relate to the end users and have the understanding to assist with troubleshooting, as well as aid us in product research and development. We know the product being applied and the application requirements from first-hand experience.
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	From initial contact to delivering equipment the customer is walked through a series of steps to ensure specifications are met and customers are satisfied. Initial contact is made with an EZ Liner Territory Sales Manager who works with the customer throughout the process. In-house Design & Bid Project Managers along with Engineers guide the customer through the design, design approval, quotation, ordering, and pre-construction meetings to assure the final Purchase Order is reflective of the intended design specifications and performance expectations. A Design & Bid Project Manager oversees the complete process which makes it simple and easy for the customer. Orders are written up by our experienced Territory Sales Managers with the help of factory-based Truck Project Managers & Engineers on custom products, they are entered into our ERP system and work orders are created and tracked. See "Standard Transaction Document Samples" attachment for more details on the process of quoting & configuring sales orders.
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	On-time delivery management is detailed and measured as one of EZ Liner's key performance indices. Our entire company monitors and reviews KPI's monthly with corrective action taken as required. We provide post-delivery hands-on training and education to ensure customers understand the full function, operation and maintenance, and safety features of the unit. Technical Support after the sale ensures users limited down time & immediate parts availability. EZ Liner has a Customer Support team that assists customers over the phone. The Customer Support team and management work with each customer's local vendors to perform warranty work and to resolve any issues. If needed a technician is sent to the customer's location to take care of any performance or warranty items. Phone support provides an immediate response. In-person response is typically same day from the factory, but could in some situations take 48 to 72 hours. Additionally, we have an extensive parts inventory and in-stock new truck units that provides us with the ability to respond to customers immediate needs.
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Strategic geographic positioning in the center of North America to serve the U.S. and Canada more efficiently than any competitor in our market, creating an inherent ability to sell our products and deliver service. Within the last 3 to 4 years we delivered new trucks and parts to Honolulu, HI, along with multiple orders to Alaska. We service all areas in the United States and Canada.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We "match the machine to the mission", truly understanding the application and what the equipment needs to do becomes critical for Canadian Sales. Our geographic location in the central upper Midwest along with extensive experience in sales across Canada makes our ability and willingness strong. We have representatives that serve and travel to Canada along with equipment services staff that has conducted equipment training and service work throughout Canada. We anticipate no challenges with serving all Canadian members.
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	None, we are willing and able to serve all geographical areas throughout the United States and Canada.
33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	None, we are willing and able to serve all sectors of government, education, non-profits.
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	VTS/EZ Liner is and has already provided equipment and support in Hawaii, Alaska, and US territories. EZ Liner has many pickup mounted paint striping units in Alaska being used by contractors, airports, cities and the Alaska DOT has a truck mounted paint striping truck stationed at their Fairbanks District. EZ Liner recently sold, delivered, and trained operators in both Alaska and Hawaii. The truck delivered to Hawaii was a custom truck mounted paint striper using a Hawaii-based chassis vendor/dealer as the source for the chassis. Depending on what is required, we will handle direct or recommend a local contact such as a chassis dealer, equipment facility, etc. EZ Liner provides customers with manufacturer names and numbers for each major component used on the striper. This allows the end user to source goods either from ourselves or locally for parts and services after the sale.

Table 7: Marketing Plan

Line Item	Question	Response *
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Our past 4 years' experience has allowed us to fine-tune our marketing strategies to be more effective. We will continue our aggressive print, mailings, e-blasts, trade show and electronic media marketing with increasing emphasis on social media platforms. What we have found most effective is the combination of our field-based sales team being well versed in the Sourcewell program working with the Sourcewell team to educate, explain and present this compliant, alternate procurement option. We will intentionally and assertively utilize our field team and Sourcewell's team to make customers aware and comfortable with procurement through the Sourcewell contract. In addition to this core strategy these are some of the specific marketing approaches we will utilize:</p> <ol style="list-style-type: none"> 1. Comprehensive training of all internal and external Sales personnel in the benefits and importance of selling through Sourcewell's contract and to provide the tools needed to execute the purchase orders. 2. Promotion of the Sourcewell program with banners, logos, and handouts at all applicable National and Regional trade shows (ATSSA, APWA, AAEE Snow Symposium, NTEA, etc.), through company website, social media (Facebook, Instagram, LinkedIn, YouTube, etc.), electronic and printed literature/advertising in Airport Business, Airport Improvement, Government Product News, Allied Paving Equipment, Pavement Magazine, American City & County, etc. 3. Continue offering customers who request formal quotes using Sourcewell professional and well thought out proposals by our Design & Bid Project Managers that eliminate ambiguity or uncertainty in product or price and provide adequate support literature. (A complete marketing plan with samples of our marketing efforts is attached in the document upload section)
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Vogel Traffic Services will continue to market Sourcewell on our website(s) with active links to our Sourcewell landing page, to Sourcewell's membership application form, and to the website homepage at sourcewell-mn.gov.</p> <p>As an organization we will continue to identify digital marketing efforts and technology that positively impacts our customers. In 2020, we started utilizing a 360-imaging system to capture images of our equipment. This allows the customer/prospect to take a virtual tour of our equipment through the EZ Liner website from the comfort of their home or office. We have increased our social media presence and frequency of posting on multiple platforms (Facebook, Instagram, LinkedIn, Youtube, etc.) with additional consideration of various platforms as our marketing efforts continually grow in this area. We develop and distribute targeting e-blasts to promote products, services, and events.</p> <p>In 2021, we developed and launched a re-targeting campaign for several industry/procurement associations. Monthly digital banner Ad's on APWA and Airport Improvement Websites. Product showcase ads in ASHE (American Society of Highway Engineers) "The Inside Lane" weekly e-mail update publication as well as on the ASHE website.</p> <p>We utilize several software programs to monitor all digital activity mentioned above and gather data. Our Marketing department review the analytics monthly to stay in tune and/or make adjustment to improve campaigns. We compile the data, interpret, and feed that information back to our sales force. This allows our sales force to stay up to date with marketing activities and provide feedback to the marketing team. (See attached marketing plan for examples of the technology we are using and the digital marketing efforts.)</p>
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>We expect Sourcewell to be active in all forms of supporting marketing and to continue an open channel of communication with our SDA. In terms of supporting marketing, we would appreciate Sourcewell providing us with promotional literature, pop-up banners, digital images, Legislative Activity reports, marketing case studies, best practice and whatever other vendor tools are currently offered through Sourcewell. We would anticipate the continued access to Sourcewell assistance for new prospective members who need education on the validity and legality of buying from the Sourcewell contract. We also expect Sourcewell to continue to keep the website accessible to members and make it easy for our customers to become members and to process orders.</p> <p>We would like to meet 2-3 times per year with our SDA to review our contract but more importantly to learn of best practices and successes of other suppliers and find ways to improve our penetration to the Sourcewell base. Finally, Sourcewell plays a vital support role to help educate prospective buyers. EZ Liner integrates the Sourcewell contract into our sale process through sales goals, training, and an incentive program. A percentage of each Territory Sales Managers annual sales goal is for Sourcewell projects. Our team is extensively trained on the selling point and details of the program. We reinforce targeting key accounts and talking about the program early in the sales conversation. Our commission structure for our Territory Sales Managers includes additional compensation as an incentive to lead governmental entities to utilizing Sourcewell instead of other traditional bidding methods.</p>
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Due to the complexity and customization options, we do not currently make available our products and services through e-procurement channels, however we are researching and developing an e-procurement system for parts sales and our smaller equipment line, which will allow customers to place some orders on-line through our website(s).</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	We offer extensive product training, maintenance, repair and overhaul, services to customers, some of which is standard, and others are optional. A factory trained technician will train the end users on the equipment purchased. Trainers have experience operating our trucks through our Contract Marking Division. Post-delivery training is provided to ensure customers understand full function of the unit and how to properly maintain the equipment. Operator training is critical to the overall customer experience and the equipment's performance over time. Equipment service and maintenance is also available to customers. Within the warranty time period consultation, repair, maintenance and support is provided standard at no charge in conjunction with warranty. After the warranty expires, we offer parts, MRO (maintenance, repair, and overhaul) and training available on a quotation basis. Our help desk for equipment is always available to diagnose and support the operation and maintenance of the equipment.
40	Describe any technological advances that your proposed products or services offer.	Electrical EZ Carriage Control® using CAN Bus protocol to position gun carriages with memory settings and lane lock feature for repeatability and uniformity of markings. Joystick control of the carriages as an additional feature of the EZ-Carriage system. Guidance New HD cameras used for video guidance systems. Layout & Re-stripe LimnTech GPS recorded and guided paint stripe layout striping. Autonomous machine vision camera guided maintenance striping. Positions the painting carriage over the marking and applies new paint directly on top of the old marking. Acquires the position and stripe pattern for remarking. Making maintenance striping Remarkably EZ! High Pressure Paint System Electronic pressure controls to allow for more precise monitoring of paint pressures which increases productivity and ease of operation. Grinding / Grooving New PCD (polycrystalline diamond) heads for grinders. Data Management Data management mapping system for roadway and/or runway maintenance, (SRO) Spec Rite Online.
41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	All diesel engines provided on our equipment are latest emission compliant, Tier 4 Final. Biodiesel such as B20 capabilities made available when requested. We have provided CNG/LNG chassis and aux engine fueled products. We utilize electric powered cylinders and controls where available and functional. Electric vehicle and striping body electric powered painting systems are currently being researched in Product Development. Additionally, our plant operations reclaim and recycle when possible to reuse waste.
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	ASME certification on all pressure vessels and surge chambers, Tier 4 Final diesel engine EPA emissions compliance, All trucks conform to FMVSS & NHTSA standards.
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	The state of Iowa no longer issues SBE certificates but our EZ Liner SBA's Dynamic Small Business profile number is P062517 and our SAM.gov unique Entity ID # is M9SBFKA2MLP7. We meet the qualifications under NAICS code 33120 as a small business. We are not a registered WMBE but a key supplier partner, Arrow Striping and Manufacturing is a WMBE (up to date certificate not available). Attached is our SBA profile and SAM (System for Award Management) registration certificate for Federal government purchases.
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	The foundation of our business in either equipment, materials or service is to make it EZ (easy) and simple for the customer to purchase, operate/apply, and maintain their equipment or materials. We have done this consistently for decades by focusing on serving the customer quickly, thoroughly, and with the highest quality. Unique to the entire industry is our market centric vertical integration. We manufacture the traffic coatings, manufacture the equipment to apply the coatings and have crews that apply the coatings to roadway and highway surfaces. Our breath and depth of expertise in pavement marking manifests itself in everything we do for the customer. We are a "5s Lean Workplace": Sort, Set in order, Shine, Standardize, Sustain. In other words, we are organized, orderly, clean, have tools in place to meet quality standards, and are attentive to the details and correct procedures of the work at hand. This process orientation combined with extensive experience reassures our design and manufacturing processes are reliable, controllable, and predictable. Our use of Solidworks Simulation to perform structural analysis using FEA (Finite Element Analysis) on parts or models in order to optimize design components for demanding situations. 3-D CAD modeling is used to create full models of the final equipment is also helpful. This allows us to find errors before manufacturing, work with customers to prioritize features, share images and models with customers for confirmation of desired design, and provide detailed drawings to production staff to communicate design intent. Initial weight distribution drawings are done for each unit to ensure the customer meets all applicable weight limits or is aware of all loading conditions needed to meet those limits. See Additional Documents attachment for more details.

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
45	Do your warranties cover all products, parts, and labor?	Our standard warranty covers all products, parts, and labor involved with repairing or replacing defective components/poor workmanship for one year. An extended limited warranty exists on major structural components for up to 60 months. Disassembly in the field to remove a product from a truck and ship a component to our service center for warranty consideration is typically not covered. If the manufacturer's warranty coverage is applicable, then shipping costs for the product will be reimbursed.
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	None
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	The original equipment manufacturer is the initial and primary warranty for all equipment. EZ Liner will be the source of the initial inquiry or claim. We will guide and assist the customer to assure they receive responses and resolution to any warranty issues regardless of the source. We ask that all customers buying from this contract contact our Customer Support Manager first.
50	What are your proposed exchange and return programs and policies?	Contact our Equipment Service group. Depending on the exchange, return or repairs required, Customer Support will handle it directly or recommend a local contact such as a chassis dealer, pump repair facility, etc. EZ Liner provides customers with manufacturer names and numbers for each major component used on the striper. This assures the end user has other alternatives that can be independent of EZ Liner for parts and service. The products offered and delivered under this contract are primarily custom engineered and manufactured to customer provided specifications so most often exchanges rarely occur. Instead, we work with the customer to assure the equipment meets performance requirements and specifications.
51	Describe any service contract options for the items included in your proposal.	Available upon request on a quotation basis. Services are performed either in the field, or at the corporate service center by professional, experienced services technicians.

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
52	Describe any performance standards or guarantees that apply to your services	Our promise to the customer is to provide products that are defect free, when they want it, with a smile, and to make ownership, operation, and maintenance EZ (in everything we do). A year warranty covers all of our products and services, structural defects caused or created by the OEM are covered beyond 1 year. We will always support the customer to achieve consistent equipment operation and performance.
53	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	We have a corporate tracking system in our ERP system to properly measure any defects that are identified in the internal testing process, during the in-field training of equipment, and based on post-delivery customer evaluation (satisfaction survey). We also establish and monitor KPI's for our product quality, on-time delivery, customer satisfaction, and overall company performance. Corrective actions are issued for non-conformance. The customer satisfaction survey asks questions of our customers on how responsive and helpful our team was through the process. We track our own employee turnover, safety, and employee engagement. Finally, to assure quality workmanship we have internal training plans and goals along with employee retention initiatives. All of these focus our organization on achieving leading operating performance and customer satisfaction.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
54	Describe your payment terms and accepted payment methods?	Net 30. We accept Check, Wire Transfer, ACH, Credit Cards, and P-Cards.
55	Describe any leasing or financing options available for use by educational or governmental entities.	Municipal leasing and other finance options are made available to educational or governmental entities by working with other Sourcwell awarded vendors specifically involved in leasing of equipment, as well as through our own internal contracted leasing company, AFN (American Financial Network, Inc. dba Bankers Equipment Leasing), serving the following: <ul style="list-style-type: none"> •States, Counties and State & County Agencies •Cities, towns, villages or other municipal entities •Subdivisions of State •Public Education •Volunteer Fire Departments
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	We have an ERP system (Global Shop) which requires standard operating procedures. We have defined business systems in place for the entire product realization process, financial terms and conditions, production planning and scheduling, procurement and inventory control. Additionally, we are in development on the next generation of product realization utilizing some advanced software that will improve and simplify our design, quote, to manufacture processes. Currently we use an extensive design questionnaire (see uploaded section) and Solidworks modeling in conjunction with the ERP system in the process. Our Design & Bid Project Managers manage the process and are the point of contact for customers when developing specs, budget figures, and quotes. Orders are usually received electronically, and an order confirmation is sent to the customer with supporting documents and delivery dates.
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Yes, we now accept the P-card procurement and payment process. There is no additional cost extended to the customer for this.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Our pricing model is based on a product category discount. We provide discounts (stated as a %) off our manufacturer's suggested retail pricing for each piece of equipment, parts, and service based on the categories. In addition, we allow the customers to select from pre-priced options, offered at discounted prices, to 'customize' their equipment to their specific requirements or performance expectations. Sourcewell has seen increasing volumes of purchases from EZ Liner/VTS so we are able to offer more significant discounts for this next contract period. All fo the proposed pricing and discount schedules are provided in document upload section.
59	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	7% Category discount on EZ Liner products and services. 7% Category discount on Arrow products and services. 4% Category discount on LimnTech products and services. 3% Category discount on Epic Solutions products and services. 3% Category discount on Titan products and services. 3% Category discount on Traffic Coatings products and services. All discounts off suggested sell price or MSRP, dependent on category, and manufacturer suggested retail.
60	Describe any quantity or volume discounts or rebate programs that you offer.	In addition to our Sourcewell discount for all purchases we will consider additional quantity or volume discount requests for multiple unit sales. Each request is evaluated individually at time of order since we don't know details of the product, quantity/volume, configuration, performance specifications, delivery locations, and other possible program requirements. Should Soucewell purchases exceed \$10,000,000 during a calendar year, we will offer an additional .5% rebate to Sourcewell on all sales exceeding \$10,000,000.
61	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	We would continue to offer "Sourced Goods" as separate line item quotes as requested b the customer. The "Sourced Goods" quotation would be added to the base & published options herein. Many of our government supplied trucks are custom designed and built according to specific customer needs. Since this is a four year contract, we calculate these items at time of customer order to be sure the pricing includes all unique requests beyond what is offered in our options listing and the items reflect current costs.
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Our prices are inclusive of design and engineering fees, pre-construction reviews, and equipment testing. Customers can request additional elements including; PDI's (pre-delivery inspection) and equipment training. Those additional requests are not included in our base pricing but available as options.
63	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	We will handle the delivery as an additional sourced good cost quoted on a case-by-case basis at time of each customer's order. We provide options to the customer of Pick-up, freight delivery, or company-driven delivery.
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Like our continental logistics we would handle the delivery as an additional sourced good cost quoted on a case-by-case basis at time of each customer's order. To support these customers we work with the them to assure freight forwarding, delivery to warehouses or ports are planned, properly documented and executed. We offer the same options to the customer of pick-up, freight delivery, or company driven delivery.
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	None

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	d. other than what the Proposer typically offers (please describe).	EZ Liner's business with governmental agencies is typically custom truck designs and bids unique to their individual performance specifications and operating requirements. So most often we sell at manufacturers suggested pricing because the product is custom designed and manufactured. In this proposal, we are offering a discount off our manufacturer's suggested retail price because of the combined purchasing volume represented by Sourcewell membership. Additionally, we are offering fixed prices for future orders when our typical quotations are quoted at the time of request and are only valid for 30 days. This proposal is tailored to support the buying power and needs of Sourcewell members.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	EZ Liner has internal process controls and checks and balances to assure self-audit compliance with the requirements of the contract. Starting with when orders are quoted and received, they are reviewed by the sales administration, sales management, manufacturing and accounting before they are acknowledged and entered on the ERP system. After the orders are released to manufacturing and produced; prior to shipment the sell price, delivery, and costs are reviewed and approved by the accounting department. Once approved for release and shipment our operating system provides notification to accounting. Monthly accounting procedures reconcile all shipments with approved pricing and administrative fees (Sourcewell, commissions, etc.) Quarterly these are summarized, reviewed, approved, and released for payment/remittal.
68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	We track our contract performance in five ways, first is sales and revenue. Monthly our senior sales & marketing leadership assess our actual sales against forecasted sales. (Sourcewell sales as a % of total sales.) Weekly, we track all prospective business opportunities to assure we have activity to generate sales success. (% and quantity of Sourcewell opportunities, potential bids, and quotations.) Secondly, accounting reports commissions, royalties, and administrative fee remittals. (Sourcewell sales invoiced and % of total company sales.) Thirdly, our sales & marketing team regularly assesses results of our marketing and business development plans. (Marketing department actions plans.) The fourth way is through tracking our close rate on Sourcewell opportunities and projects. Finally, we have requested a minimum of a semi-annual program review with our SDA. This could assure both parties are proactively managing the program for success. (Meeting notes and RAIL-rolling action items.)
69	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	EZ Liner is proposing a 2% administrative fee to be paid to Sourcewell for facilitating, managing and promoting the contract.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
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70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>EZ Liner TV-AL110 Cascade -Product Code 18H turnkey airless 110 gallon paint striper built on and to include an Isuzu NPR HD gas cab & chassis TV-AL230 Arapahoe -Product Code 18H turnkey airless 230 gallon striper built on and to include an Isuzu NRR diesel cab & chassis TV-AL500 Teton -Product Code 18H turnkey airless 500 gallon striper built on and to include a Peterbilt 220 cab & chassis. PV-AL110 WindRunner (Dual Carriage)- Product Code 18H airless 110 gallon paint striper pallet mounted to be installed on a flatbed or pickup bed sold separately. TS-AL500 Truck Series Product Code 18A, customizable 500 gallon paint striper body, cab & chassis sold separately. TS-AL220 Truck Series Product Code 18B, customizable 220 gallon paint striper body, cab & chassis sold separately. TS-AL110 Truck Series Product Code 18C, customizable 110 gallon paint striper body, cab & chassis sold separately. SS-AL110 Trail Runner Striper Product Code 18D, cab & chassis sold separately. PS-AL110 WindRunner (single carriage) Product Code 18E- customizable airless 110 gallon paint striper pallet mounted to be installed on a flatbed or pickup bed sold separately. PS-ST110 Palletized Stencil Striper Product Code 18F, cab & chassis sold separately. TS-AS500 Truck Series Product Code 18G, customizable 500 gallon air-spray paint striper body, cab & chassis sold separately. TS-RP16-11 RPM Truck Product Code 18K Reflective Pavement Marking Truck, cab & chassis sold separately.</p> <p>Arrow Striping Arrow Rumble Strip Truck - Product Code 18N-RUMBLE Arrow Grinder/ Platform 2 Box - Product Code 18N-GRINDER2B Arrow Grinder/Saw Platform 4 Box - Product Code 18N-GRINDER4B Arrow Striper Thermoplastic 2 Kettle - Product Code 18N-THERMOSTRIP2K Arrow Striper Thermoplastic 4 Kettle - Product Code 18N-THERMOSTRIP4K Arrow Pre-Melter Thermoplastic Truck Mounted - Product Code 18N-THERMOPMELT Arrow Melter Skid-Mounted 2000 lb- Product Code 18N-MELTSKID2K Arrow Striper Plural Component - Product Code 18N-STRIPPLURAL</p> <p>Epic Solutions Epic Solutions - Product Code 18M-0290053PBDC PL6955PB 2-gun Walk Behind Paint Striper ASE Thermomark 250 - Product Code 18M-ASE7020ASD - Thermoplastic "handliner" applicator ASE Thermomark 300- Product Code 18M-ASE7020AG - Thermoplastic "handliner" applicator ASE ThermoMark 250DD -Product Code 18M-ASE7020AFDD- (Double-Drop) Thermoplastic applicator w/ double drop bead dispensing feature ASE ThermoMark 300DD -Product Code 18M-ASE7020AGDD (Double-Drop)Thermoplastic applicator w/ double drop bead dispensing feature ASE FastMelt 650 -Product Code 18M-ASE7030 Standard Unit Portable Premelting System, propane fired. ASE FastMelt 650 Custom- Product Code 18M-ASE7030RH (Right-Side Engine/Hydraulic Mount) Portable Premelting System, propane fired. ASE Thermoplastic TomiHawk Trailer- Product Code 18M-ASE3230AD Epic Tape Truck (no chassis) - Product Code 18M-TRTA5000 Epic Solutions TA5000 Tape Applicator -Product Code 18M-TA5000, walk behind cuts tape without having to stop Espalda Side Winder - Product Code 18M-SWTRM27 - Temporary Tape Removing Machine Epic Solutions SS2000 Mini-Vac - Product Code 18M-SS2000 - vacuum collects small grinders and scarifier dust. Epic Solutions MMA Promark -Product Code 20018M-ASE8020AS, 98:2 ratio 1 gun walk behind MMA system Smith FS200 -Product Code 18M-FS200.H5 (5.5hp) Deluxe compact drum-style multi-use combination scarifier/grinder Smith FS209 -Product Code 18M-FS209.H9 (9hp) HD deluxe compact drum-style multi-use combination scarifier/grinder Smith SPS10 - Product Code 18M-SPS10.H13 -(13hp) drum-style multi-use Surface Preparator (up to 10" width) Smith SPS10 DCS - Product Code 18M-25N986 -(390cc) drum-style multi-use Surface Preparator (up to 10" width)</p> <p>Titan Titan PowrLiner 850 - Product Code 18I-850 Titan PowrLiner 3500- Product Code 18I-3500 Titan PowrLiner 4955- Product Code 18I-4955 Titan PowrLiner 6955- Product Code 18I-6955 Titan PowrLiner 8955- Product Code 18I-8955 Titan LazyLiner Elite- Product Code 18I-LLE Titan LazyLiner Pro- Product Code 18I-LLP Hitch of 4955,5955,8955 - Product Code 18I-HITCH Bead Dispenser Kit for 2 Gun Unit - Product Code 18I-02-01 Bead Dispenser Kit for 1 Gun Unit -Product Code 18I-02-02</p> <p>LimnTech LifeMark 100 - Product Code 18L-LM100GPS1- Record only via GPS vehicle - one side (Airport Model) LifeMark 100- Product Code 18L-LM100GPS2 - Record only via GPS vehicle - two sides Lifemark 100- Product Code 18L-LM100SC - Single Carriage Record and Layout via GPS Paint Truck (Airport Model) LifeMark 100 - Product Code 18L-LM100DC- Dual Carriage GPS Record and layout via GPS Paint Truck LifeMark 300- Product Code 18L-LM300SC - Single Carriage Auto Re-Stripe via Camera Paint Truck (Full Size Paint Truck) LifeMark 300- Product Code 18L-LM300DC- Dual Carriage Auto Re-Stripe via Camera Paint Truck LifeMark 400 - Product Code 18L-LM400DC- Dual Carriage Record and Layout via GPS and Auto Re-Stripe via Camera Paint Truck (Full-Size Paint Truck)</p>
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71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Traffic Coatings -fast dry waterborne & solvent borne traffic paint offered in various colors (white, yellow, red, blue, black, & green) Traffic Coatings - Product Code 18J 5-Gal Bucket White, Waterborne Traffic Paint, Fast Dry - Product Code UC1509-500 Yellow, Waterborne Traffic Paint, Fast Dry - Product Code UC3584-500 Red, Waterborne Traffic Paint, Fast Dry - Product Code UC5503-500 Blue, Waterborne Traffic Paint, Fast Dry - Product Code UC7503-500 Black, Waterborne Traffic Paint, Fast Dry - Product CodeUC9507-500 Pathway Green, Waterborne Traffic Paint, Fast Dry - Product Code UC6502-500 White, Alkyd Acrylic Solvent-Borne Traffic Paint, Fast Dry - Product Code TM1733-500 Yellow, Alkyd Acrylic Solvent-Borne Traffic Paint, Fast Dry - Product Code TM3788-500 White, Acrylic Solvent-Borne Traffic Paint, Fast Dry - Product Code TM1740-500 Yellow, Acrylic Solvent-Borne Traffic Paint, Fast Dry - Product CodeTM3783-500 55-gal Drum White, Waterborne Traffic Paint, Fast Dry - Product Code UC1509-955 Yellow, Waterborne Traffic Paint, Fast Dry - Product Code UC3584-955 Red, Waterborne Traffic Paint, Fast Dry - Product Code UC5503-955 Blue, Waterborne Traffic Paint, Fast Dry - Product Code UC7503-955 Black, Waterborne Traffic Paint, Fast Dry - Product Code UC9507-955 Pathway Green, Waterborne Traffic Paint, Fast Dry - Product Code UC6502-955 White, Alkyd Acrylic Solvent-Borne Traffic Paint, Fast Dry - Product Code TM1733-955 Yellow, Alkyd Acrylic Solvent-Borne Traffic Paint, Fast Dry - Product Code TM3788-955 White, Acrylic Solvent-Borne Traffic Paint, Fast Dry - Product Code TM1740-955 Yellow, Acrylic Solvent-Borne Traffic Paint, Fast Dry - Product Code TM3783-955 275-gal Tote White, Waterborne Traffic Paint, Fast Dry - Product Code UC1509-827 Yellow, Waterborne Traffic Paint, Fast Dry - Product Code UC3584-827 Red, Waterborne Traffic Paint, Fast Dry - Product Code UC5503-827 Blue, Waterborne Traffic Paint, Fast Dry - Product Code UC7503-827 Black, Waterborne Traffic Paint, Fast Dry - Product Code UC9507-827 Pathway Green, Waterborne Traffic Paint, Fast Dry - Product Code UC6502-827 White, Alkyd Acrylic Solvent-Borne Traffic Paint, Fast Dry - Product Code TM1733-827 Yellow, Alkyd Acrylic Solvent-Borne Traffic Paint, Fast Dry - Product Code TM3788-827 White, Acrylic Solvent-Borne Traffic Paint, Fast Dry - Product Code TM1740-827 Yellow, Acrylic Solvent-Borne Traffic Paint, Fast Dry - Product Code TM3783-827
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Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
72	Asphalt recycles and reclaimers	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
73	Patchers, seal coaters, crack sealers, and mastic and adhesive melters	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
74	Chip spreaders, asphalt brooms, and pavement grinding or grooving equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	not chip spreaders or asphalt brooms. Pavement grinding and grooving equipment.
75	Pavement marking application and removal equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	All material applicator types including paint, thermoplastic, tape, RPM, and plural components.
76	Other	<input checked="" type="radio"/> Yes <input type="radio"/> No	Traffic paint materials

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 77. NOTICE: To identify any exception, or to request any modification, to the Sourcwell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcwell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Sourcewell pricing document final.pdf - Thursday August 05, 2021 15:28:32
 - [Financial Strength and Stability](#) - Financial Strength & Stability.pdf - Wednesday August 04, 2021 11:29:39
 - [Marketing Plan/Samples](#) - VTS Sourcewell Marketing Plan.pdf - Thursday August 05, 2021 15:09:38
 - [WMBE/MBE/SBE or Related Certificates](#) - WMBE MBE SBE or related Certifications.pdf - Friday July 30, 2021 16:38:05
 - [Warranty Information](#) - Warranty Information & Statements.pdf - Wednesday August 04, 2021 11:19:18
 - [Standard Transaction Document Samples](#) - Standard Transaction Document Samples.pdf - Monday July 26, 2021 13:15:46
 - [Upload Additional Document](#) - Additional Documents.pdf - Monday July 26, 2021 13:35:53

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Steve Roesner, President, Vogel Traffic Services, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Roadway_Maint_Equipt_RFP_080521 Wed July 28 2021 06:54 PM	<input checked="" type="checkbox"/>	2
Addendum_3_Roadway_Maint_Equipt_RFP_080521 Mon July 26 2021 04:56 PM	<input checked="" type="checkbox"/>	2
Addendum_2_Roadway_Maint_Equipt_RFP_080521 Fri July 16 2021 12:55 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Roadway_Maint_Equipt_RFP_080521_Draft Thu June 24 2021 04:18 PM	<input checked="" type="checkbox"/>	1

March 29, 2023

City of Madera-(Sourcewell Member ID #27811)
 Attn: Mr. Randy Collin, Fleet Operations Manager
 1030 S. Gateway Drive
 Madera, CA 93637

Re: Sourcewell Contract No. 080521-EZL Purchase of EZ Liner
 Model TS-AL150 Truck Mounted Striping Machine-**Price Sheet**

<u>Item</u>	<u>Description</u>	<u>List Price</u>
18C	TS-AL110 Base Unit	\$167,622.00
18C-02-01	Vacuum Bead Load System using Shop Air	2,360.00
18C-07-01	Skip-Line Digital Speedometer	1,680.00
18C-07-02	Gallon Counts Per Color \$778.00 x 3	2,334.00
18C-07-03	Eight Light LED Work Light System	3,385.00
18C-07-06	Laser Guidance System	10,126.00
18C-07-07	3'x6' Arrow Board ILO Base TAC Arrow Stick	3,280.00
18B-07-10	Skip Line Remote Trigger for SC-12, Each \$1,118.00 x 2	2,236.00
18B-07-13	Weldex Rearview/Backup Camera System	2,578.00
Subtotal		\$195,601.00
7% Discount		(\$13,693.00)

Net Amount Published Pricing **\$181,908.00**

Chassis

2024 Model Year Isuzu NPR HD Gas **\$52,559.00**

Sourced Goods

Operator Seats w/Toolboxes \$1,078.00 x 2	\$2,156.00
White Paint added to Yellow Paint Guns on Left Carriage \$725.00 x 2	1,450.00
(2) Drum Mount Agitator Assemblies, Each \$1,858.00 x 2	3,716.00
Black Paint System-40-gal. Tank with agitator, 8.6 GPM Pump; Black Gun w/Gun Raiser & HP Pump Plumbed to Load Black Paint	-
Hydraulic Oil Cooler	9,214.00
2 nd Model SC-12 Skip Timer	1,250.00
Strobe System California Title 13 Compliant	2,946.00
Three-Day Training Session	2,840.00
Delivery	9,750.00
Total for Sourced Goods	6,250.00
	<u>\$39,572.00</u>

SUBTOTAL AMOUNT**\$274,039.00**

EZ Liner • PO Box 140 • Orange City, IA 51041
 P: (712) 737-4016 • TF: (800) 373-4016 • ezliner.com

**Trade-in-2007 Chevy T-Series VIN# 1GBM7F1B97F424403 with
EZ Liner Model AL240-EZ Body S/N 1K07148TS**

(\$45,000.00)

TOTAL NET AMOUNT

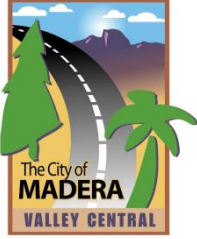
\$229,039.00

Respectfully submitted,
Vogel Traffic Services, Inc. dba EZ Liner
Signature *Norm Scholten* by MP
Date March 29, 2023
Norm Scholten
Design & Bid Project Manager

CUSTOMER APPROVAL
City of Madera
Signature _____
Date _____
Printed Name _____
Title _____


EZ Liner #080521-EZL

Pricing for contract #080521-EZL is provided at 3% - 7% off published list price to Sourcewell participating agencies.

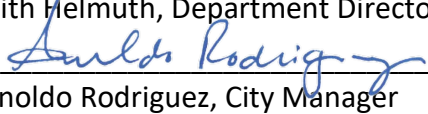


REPORT TO CITY COUNCIL

Approved by:



Keith Helmuth, Department Director



Arnaldo Rodriguez, City Manager

Council Meeting of: April 19, 2023

Agenda Number: D-6

SUBJECT:

Public Hearing relating to the formation of Underground Utility District No. 20 located at Yosemite Avenue and Elm Street

RECOMMENDATION:

Staff recommends that the City Council (Council):

1. Conduct the public hearing;
2. Find that Underground Utility District No. 20 is exempt from CEQA analysis under Class 2 Categorical Exemptions, California Code of Regulations, Title 14, Division 6, Chapter 3, Section 15302.d; and
3. Adopt resolution making findings of public necessity, health, safety, and welfare and establishing Underground Utility District No. 20 in designated real property between Yosemite Avenue and Elm Street

SUMMARY:

The purpose of this hearing is to determine whether to establish an Underground Utility District (UUD) at the Yosemite Avenue and Elm Street intersection as depicted in the Project Location Map ("Project Location Map"). In order to form a UUD, the Council must hold a public hearing and adopt a resolution. The resolution must make public benefit findings as set forth in the proposed resolution. The UUD would be facilitated by PG&E Rule 20A and a combined initiative between the City of Madera (City), PG&E (Pacific, Gas & Electric), cable and telecommunications companies.

DISCUSSION:

The Council in 1968 adopted an ordinance (Madera Municipal Code Title III, Chapter 8) providing for the designation of UUDs. The Council must conduct a public hearing to determine the

necessity for formation of UUDs. The undergrounding of utility poles, wires and above ground facilities must benefit the public and meet one or more of the following requirements:

1. Undergrounding will eliminate a hefty concentration of overhead distribution of facilities.
2. Street right-of-way is extensively used by the public and carries a heavy volume of pedestrian or vehicular traffic.
3. Street right-of-way passes through a civic area or public recreation area, or area of unusual scenic interest.

A field review of the proposed UUD has yet to be completed as of this time however staff has discussed the proposed UUD with PG&E on several occasions. It is anticipated that following the adoption of this resolution, a field meeting will be convened with PG&E, Telephone (AT&T), Comcast cable and City staff to confirm that the area qualifies for placing of utilities underground.

There is a significant concentration of overhead lines at Yosemite Avenue and Elm Street rights-of-way, primarily on the north side of the intersection with much of it abutting the Fresno River. In addition, the Crossroads Shopping Center (Crossroads) is on the south side of the intersection and west of Elm Street. With the development of the Crossroads numerous overhead facilities were removed. This project represents one additional step in removing unsightly overhead utilities in this part of the City. The proposed UUD would allow the undergrounding of the overhead utilities existing within the area and clear the area of overhead and above-ground utilities.

PG&E will perform the project design, according to their standards and coordinate with the telephone and cable utilities for the underground district. Upon completion of the design, PG&E will schedule construction of the undergrounding and coordinate with the City on the installations.

Properties adjacent to the new improvements, if connected to lines being undergrounded, will be required to convert their existing services to the underground utility points of connection. PG&E and the City will coordinate conversations with each property owner.

All costs associated with undergrounding the overhead utilities within the street right-of-way shall be paid by utility companies. The utility companies will also pay for up to 100 feet of trenching for each customer's underground electrical service outside of the street right-of-way. The utilities will pay for the necessary electrical meter panel hookups. Meter panels and/or existing electrical connections that do not meet code will be the responsibility of the property owners to repair or replace at their expense. It is there may be no cost to the property owners given their proximity to any pole lines from which they may take service. Affected landscaping will be restored.

FINANCIAL IMPACT:

PG&E Electric Rule 20A Program allocates funds annually for the undergrounding of power poles, overhead utility wires and above ground facilities. AT&T and Comcast are also obligated to underground their overhead facilities once the underground district is formed. The three utility companies will coordinate the underground installation of their facilities.

At present, it is anticipated there is insufficient funding within the credits now available to the City of Madera. Previous conversation with the PG&E Rule 20A Program Liaison has provide positive feedback with regard to the City's ability to secure unused credits at other cities. The City is in need of those unused credits as the program no longer allocates credits to local agencies. If PG&E does not secure additional funds for use by the City, the project will not move forward. As such, there will be no impacts to the City's General Fund.

ALTERNATIVES:

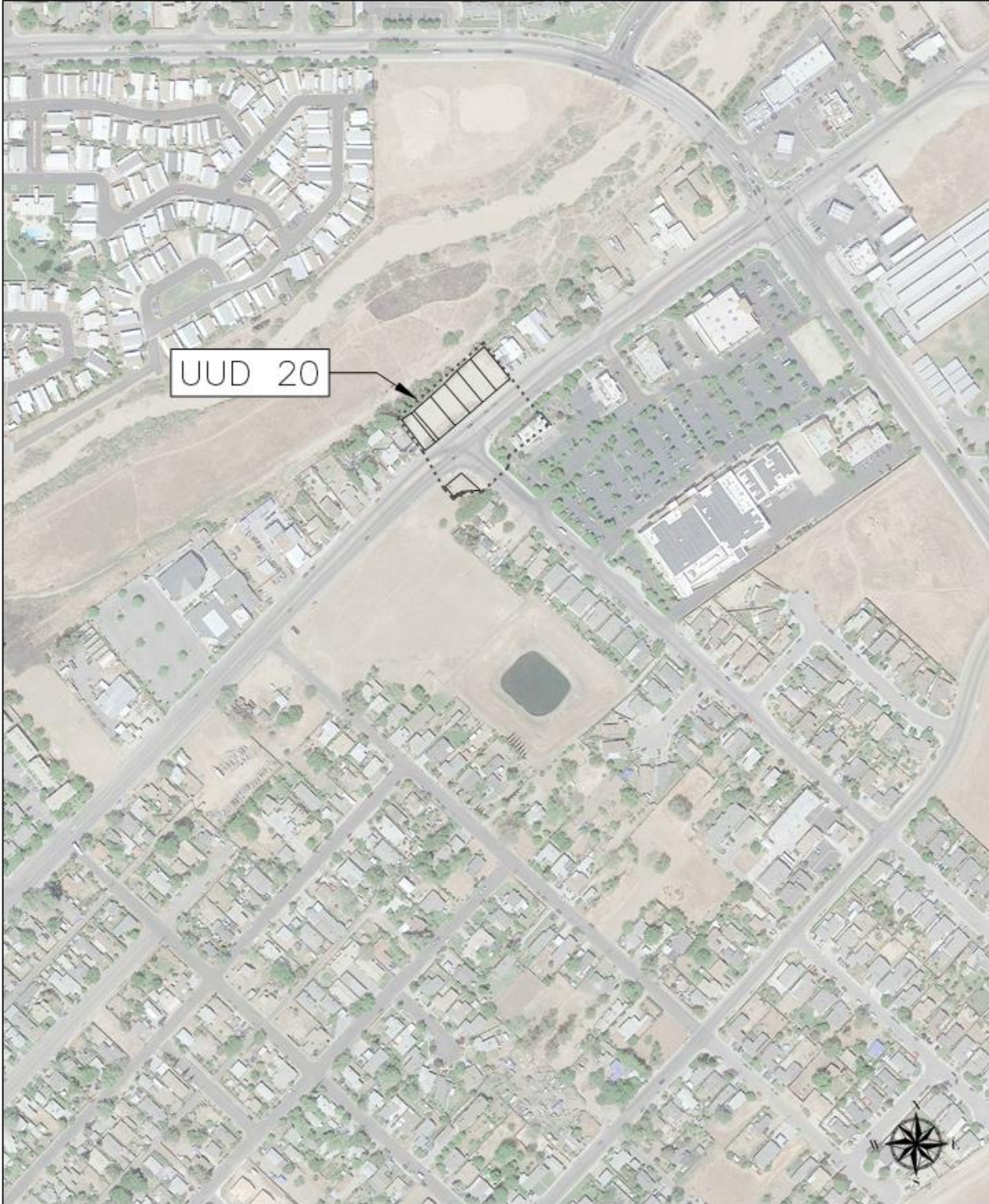
Not adopt resolution. In this case, the project will not move forward and existing credits available to the City will eventually be reallocated to other agencies until the balance zeros out some time in the future.

ATTACHMENTS:

1. Project Location Map
2. Resolution -
Exhibit A - Underground Utility District Map

Attachment 1

Project Location Map



UUD 20

CITY OF MADERA
ENGINEERING DEPARTMENT
428 E. YOSEMITE AVE
MADERA, CA 93638

UNDERGROUND UTILITY
DISTRICT NO. 20

DR BY: EP
CH BY: _____
DATE: 4/12/23
SCALE: NTS
SHT 1 OF 1

Attachment 2

Resolution

RESOLUTION NO. 23-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA MAKING FINDINGS OF PUBLIC NECESSITY, HEALTH, SAFETY, AND WELFARE AND ESTABLISHING UNDERGROUND UTILITY DISTRICT NO. 20 IN DESIGNATED REAL PROPERTY BETWEEN YOSEMITE AVENUE AND ELM STREET.

WHEREAS, the California Public Utilities Commission (CPUC) has authorized electric and telecommunication utilities to convert overhead utility lines and facilities to underground pursuant to Electric Rule 20 and Telecommunication Rule 32; and

WHEREAS, pursuant to certain criteria, CPUC rules allow participating cities and counties to establish legislation authorizing the creation of underground utility districts within which existing overhead electric distribution and telecommunication distribution and service facilities will be converted to underground; and

WHEREAS, the City of Madera, has adopted an ordinance (Madera Municipal Code Title III, Chapter 8) authorizing the City Council to designate areas for the designation of Underground Utility Districts within which all existing overhead poles, overhead wires and overhead equipment associated with the distribution of electric power, telecommunication services and cable television should be removed and replaced with underground wires and facilities; and

WHEREAS, the City Engineer of the City of Madera has consulted with the Pacific, Gas & Electric Company (PG&E) and PG&E has agreed that the proposed underground conversion district, designated the Underground Utility District No. 20 and more particularly described in **Exhibit A** attached hereto and incorporated herein by reference, meets the criteria established by the rules of the CPUC; to wit,

that such undergrounding will avoid or eliminate an unusually heavy concentration of overhead electric facilities, and

that the street or road or right-of-way is extensively used by the general public and carries a heavy volume of pedestrian or vehicular traffic, and

that the street or road or right-of-way is extensively used by the general public and carries a heavy volume of pedestrian or vehicular traffic,

WHEREAS, the City Engineer of the City of Madera will, as necessary, also consult with other affected public utilities for the purposes of ensuring such utilities agree that the proposed underground conversion district, designated the Underground Utility District No. 20 and more particularly described in **Exhibit A** attached hereto and incorporated herein by reference, meets the criteria established by the rules of the CPUC; and

WHEREAS, each year the City of Madera is notified by PG&E regarding the allocation of work credits for conversion of overhead electric distribution lines and facilities to underground, known as Rule 20A allocations; and

WHEREAS, the City of Madera and the affected utilities have agreed by letter that each utility shall complete the engineering of their respective portion of the Underground Utility District No. 20 Overhead to Underground Utility Conversion Project; and

WHEREAS, the City of Madera and the affected utilities have agreed by letter that PG&E shall be responsible for preparation of the trench profile and composite drawings and that PG&E shall be designated as “trench lead” to manage trenching, installation of substructures, and pavement restoration and such other work; and

WHEREAS the City Engineer of the City of Madera and the affected utilities have agreed on a work schedule which meets their respective capabilities and further agreed to waive any administrative fees, costs or special street restoration requirements for purposes of this project; and

WHEREAS, to the extent required, the City of Madera has agreed to provide easements or rights of way on private property as may be necessary for installation of utility facilities in a form satisfactory to the affected utilities; and

WHEREAS, the City Council of the City of Madera has now received the report from the City Engineer recommending that the area identified in **Exhibit A** should be designated as an underground utility district within which all existing overhead poles, overhead wires and overhead equipment associated with the distribution of electric power, telecommunication services and cable television should be removed and replaced with underground wires and facilities; and

WHEREAS, upon the recommendation of the City Engineer, the City Council of the City of Madera has determined that the proposed Underground Utility District No. 20 is categorically exempt from environmental review pursuant to the California Environmental Quality Act, and

WHEREAS, the City of Madera has as the owner of the affected property within the proposed Underground Utility District No. 20 has actual notice of the public hearing; and

WHEREAS, the City Council of the City of Madera held a public hearing on April 19, 2023, at which time the Council did receive and consider the recommendation of the City Engineer and did hear any and all objections or protests that were raised pertaining to designating this area an underground utility district.

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

1. The above recitals are true and correct.
2. The City Council finds and determines that the public necessity, health, safety and welfare require the removal of poles, overhead wires and associated structures, and the underground installations of wires and facilities for supplying electric, communication or similar or associated service on all the real property described as:

All that real property in the City of Madera more particularly depicted on the attached Underground Utility District Boundary Map (**Exhibit A**) and generally described as the intersection of Yosemite Avenue and Elm Street

3. The City Council finds and determines that the undergrounding of utilities is in the general public interest for the reasons that such undergrounding will avoid and eliminate an unusual heavy concentration of overhead distribution facilities, and the streets and/ or roads mentioned in the description attached hereto are extensively used by the general public and carry a heavy volume of pedestrian and vehicular traffic.
4. The area described above is hereby established as an underground utility district and designated as City of Madera Underground Utility District No. 20. The Underground Utility District Boundary Map is attached hereto as **Exhibit A** and incorporated herein as a part of this Resolution.
5. All cost associated with undergrounding of the Overhead Utilities within the street right-of-way shall be paid by utility companies. The utility companies will pay for up to 100 feet of each customer's underground electrical service outside of the street right-of-way. The utilities will pay for all necessary electrical meter panel hookups. Measurements indicate there will be no cost, except that landscaping may be disturbed.
6. That the utility companies, cable television services and other affected services shall commence work on installation of underground facility installation in Underground Utility District and that as each phase of the project is complete and ready for conversion from overhead to underground utility facilities, all fronting property owners shall be notified by first class letter, postage pre-paid, of the schedule for conversion of all utility service lines.
7. The electric utility shall use the underground conversion allocation computed pursuant to decisions of the California Public Utilities Commission for the purpose

of providing to each premises requiring it in Underground Utility District No. 20 a maximum of one hundred feet of individual electric service trenching and conductor (as well as backfill, paving and conduit, if required) and each other serving utility shall provide service trenching and conductor in accordance with its rules and tariffs on file with the California Public Utilities Commission or as required by its Franchise Agreement with the City of Madera.

- 8. The electric utility shall use said underground conversion allowance allocation, up to a maximum amount of \$1500 per service entrance excluding permit fees, for the conversion of electric service panels to accept underground service in the Underground Utility District No. 20, and each property owner shall be financially responsible for any and all costs not covered by the electric utility for the installation and maintenance of the conduit and termination box located on, under or within any structure on the premises served, and

- 9. That upon notification as specified, the City of Madera, as the owner of Underground Utility District No. 20,, whether identified at this time or not, shall have underground electrical entrance facilities installed and inspected pursuant to the City of Madera Electrical Code within sixty (60) days and that should any property owner fail to install satisfactory underground electrical entrance facilities by the date specified in the notice, the electric utility shall notify the City Engineer who shall, within thirty (30) days direct the electric utility in writing to discontinue electrical service to the property, without recourse, pursuant to Rule 11 until electrical entrance facilities are ready to accept underground electrical conductors and have passed the necessary inspection requirements, and

- 10. That once all services have been converted from overhead to underground, the utility companies, cable television services and other affected services shall remove all poles (except as specified above) and associated overhead facilities in Underground Utility District No.20, by July 1, 2025.

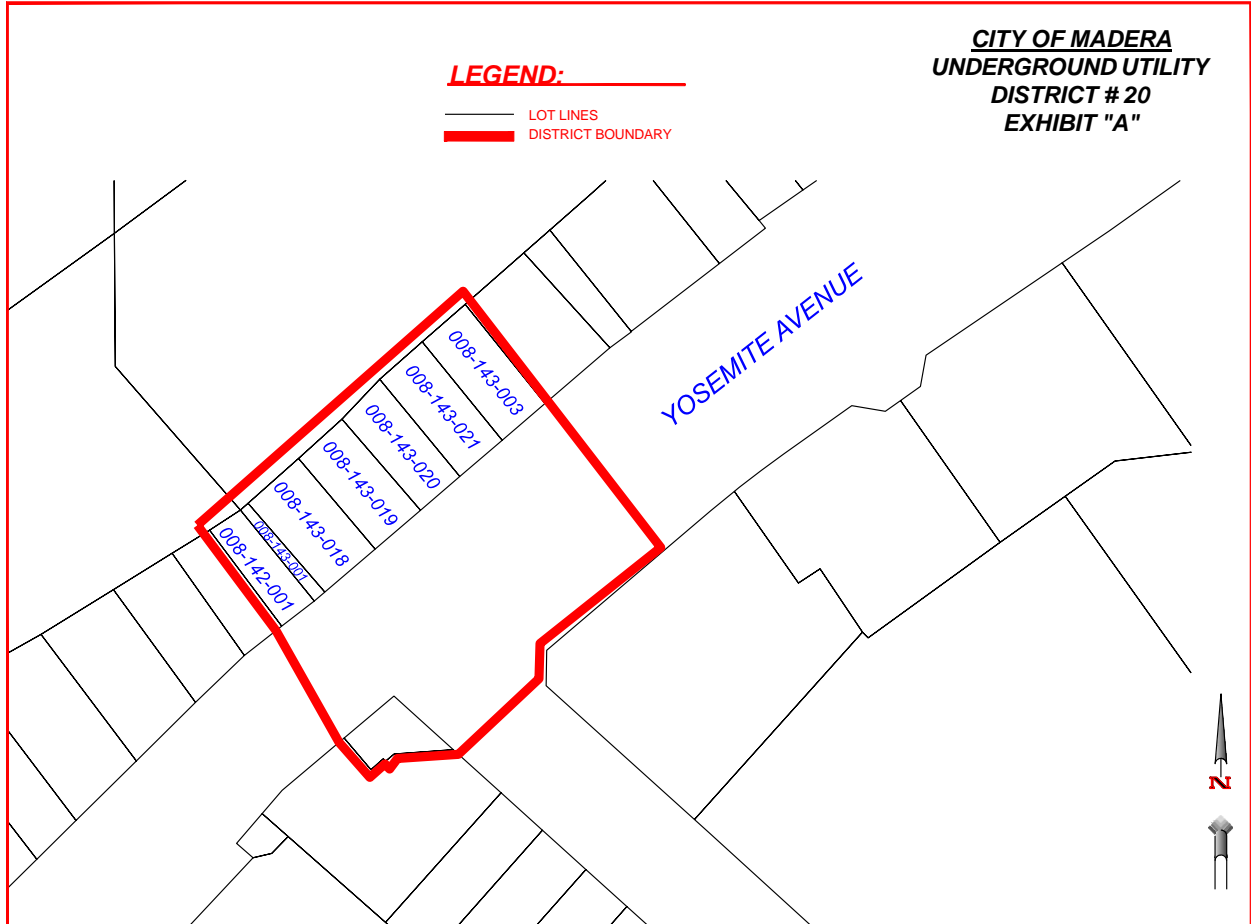
- 11. This resolution is effective immediately upon adoption.

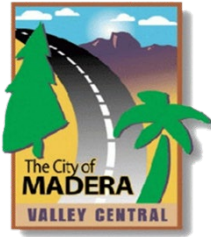
* * * * *

Exhibit A

Underground Utility District Boundary Map

Exhibit A
Underground Utility District Boundary Map

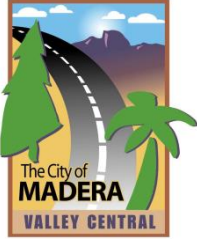




Madera City Council Agenda
04/19/23

Agenda Item E-1
Emergency Repairs to Avenue 13 Sewer Trunk Main at
Granada Drive – Update #6

There is no written report for this item.



REPORT TO CITY COUNCIL

Approved by:

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: April 19, 2023

Agenda Number: E-2

SUBJECT:

Informational Report regarding Senate Bill 227

RECOMMENDATION:

This report is submitted for informational purposes only, and no action is requested from City Council (Council) at this time

SUMMARY:

During the April 5, 2023, meeting, the Council requested that staff schedule this item for future discussion. This report intends to provide background information and context regarding SB 227.

The state's employment insurance program is jointly funded by the federal government, which bars undocumented people from working illegally and therefore excludes them from drawing from unemployment benefits. While most working individuals who lose employment are eligible to receive unemployment benefits, 1.6 million undocumented workers who pay taxes into such programs are estimated to be exempt from filing for the same benefits. In response, Senator Maria Elena Durazo recently introduced Senate Bill (SB) 227 (Excluded Workers Program) to the State Legislature; this Bill would create a fund separate from the state's unemployment program to provide unemployment payments to undocumented workers who meet requirements similar to those imposed on workers who are U.S. citizens or otherwise authorized to work in California.

DISCUSSION:

Existing law authorizes the payment of unemployment compensation benefits and requires that they be made per the regulations of the Director of Employment Development (EDD). Generally, the EDD pays benefits if claimants are eligible. As stated, the EDD is prohibited from distributing unemployment compensation benefits payments for services performed by a person who is not a citizen or national of the United States unless that person is an individual who was lawfully admitted for permanent residence at the time the services were performed, was legally present

for purposes of performing the services, or was permanently residing in the United States in a lawful manner at the time the services were performed.

SB 227 would establish, until January 1, 2027, the Excluded Workers Program, to be administered by the EDD upon appropriation by the Legislature, to provide income assistance to exclude workers who are ineligible for existing state or federal benefits administered by the department and who are unemployed. The bill would make individuals eligible to receive \$300 per week for each week of unemployment for up to 20 weeks. Some of these findings require applicants to prove that they worked at least 93 hours or earned a minimum of \$1,300 in three months in the previous 12 months. The maximum benefit under the state unemployment program is \$450 per week, with an average payment of \$330 weekly. The Bill would require the department to promulgate regulations to implement the program, including regulations providing for an application process.

This two-year program would allow for legislative evaluation before considering setting it in place permanently.

SB 227 is supported by Safety Net for All, the National Employment Law Project, and the California Budget and Policy Center.

FINANCIAL IMPACT:

As this item is intended to provide information only, no direct financial impact is anticipated as a result of this report.

ALTERNATIVES:

This is an informational item, and no action is being requested.

ATTACHMENTS:

1. League of CA Cities Summary of Bill
2. Senate Bill 227



SB 227 ([Durazo D](#)) Unemployment: Excluded Workers Program.

Status: 4/10/2023 - Set for hearing April 19.

Calendar: 4/19/2023 9 a.m. - State Capitol, Room 112 SENATE GOVERNANCE AND FINANCE, CABALLERO, ANNA, Chair

Location: 3/8/2023-S. GOV. & F.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chapted
	1st House				2nd House							

Summary

Existing law authorizes the payment of unemployment compensation benefits and requires that they be made in accordance with regulations of the Director of Employment Development. Existing law generally requires the Employment Development Department to promptly pay benefits if claimants are eligible or to promptly deny benefits if they are ineligible. Existing law prohibits payment of unemployment compensation benefits for services performed by a person who is not a citizen or national of the United States, unless that person is an individual who was lawfully admitted for permanent residence at the time the services were performed, was lawfully present for purposes of performing the services, or was permanently residing in the United States under color of law at the time the services were performed, as specified. This bill would establish, until January 1, 2027, the Excluded Workers Program, to be administered by the Employment Development Department upon appropriation by the Legislature, for the purpose of providing income assistance to excluded workers who are ineligible for the existing state or federal benefits administered by the department and who are unemployed. The bill would make individuals eligible to receive \$300 per week for each week of unemployment, if the Director of Employment Development makes certain findings, as defined and specified. The bill would require the department to promulgate regulations to implement the program, including regulations providing for an application process, as specified. This bill contains other related provisions and other existing laws. (Based on text date 1/19/2023)

Bill Text

01/19/2023 Introduced [pdf](#) [htm](#)

Analysis

03/07/2023 [Senate - Committee On Labor, Public Employment And Retirement](#)

Votes

03/08/2023 [Sen. P.E. & R.](#) (Y: 4 N: 0 A: 1) (Pass)

Bills Affecting Same Code

PEOPLE WHO TRACK SB 227 ALSO TRACK:

82%	AB 518	Paid family leave: eligibility: care for designated persons.	tracking
75%	SB 616	Paid sick days: accrual and use.	tracking
73%	AB 575	Paid family leave.	tracking
71%	SB 525	Minimum wage: health care workers.	tracking

70% SB 881 Paid sick days: accrual and use.

tracking

History

4/10/2023 Set for hearing April 19.

3/8/2023 From committee: Do pass and re-refer to Com. on GOV. & F. (Ayes 4. Noes 0. Page 306.) (March 8). Re-referred to Com. on GOV. & F.

2/28/2023 Set for hearing March 8.

2/1/2023 Referred to Coms. on L., P.E. & R. and GOV. & F.

1/20/2023 From printer. May be acted upon on or after February 19.

1/19/2023 Introduced. Read first time. To Com. on RLS. for assignment. To print.

4/13/2023 1:26:12 PM

Introduced by Senator Durazo

(Principal coauthor: Assembly Member Santiago)

(Coauthor: Assembly Member Wendy Carrillo)

January 19, 2023

An act to add and repeal Chapter 2 (commencing with Section 2020) of Part 8 of Division 2 of the Labor Code, and to add Section 17140.6 to the Revenue and Taxation Code, relating to unemployment.

LEGISLATIVE COUNSEL'S DIGEST

SB 227, as introduced, Durazo. Unemployment: Excluded Workers Program.

(1) Existing law authorizes the payment of unemployment compensation benefits and requires that they be made in accordance with regulations of the Director of Employment Development. Existing law generally requires the Employment Development Department to promptly pay benefits if claimants are eligible or to promptly deny benefits if they are ineligible. Existing law prohibits payment of unemployment compensation benefits for services performed by a person who is not a citizen or national of the United States, unless that person is an individual who was lawfully admitted for permanent residence at the time the services were performed, was lawfully present for purposes of performing the services, or was permanently residing in the United States under color of law at the time the services were performed, as specified.

This bill would establish, until January 1, 2027, the Excluded Workers Program, to be administered by the Employment Development Department upon appropriation by the Legislature, for the purpose of providing income assistance to excluded workers who are ineligible for the existing state or federal benefits administered by the department

and who are unemployed. The bill would make individuals eligible to receive \$300 per week for each week of unemployment, if the Director of Employment Development makes certain findings, as defined and specified. The bill would require the department to promulgate regulations to implement the program, including regulations providing for an application process, as specified.

The bill would prohibit the department from requesting or compelling certain information from individuals in connection with administering the program and would prohibit the department from retaining specified documents for longer than necessary to administer benefits. The bill would also prohibit, except as specified, disclosures of personal information, as defined.

The bill would require the department, on or before April 1, 2025, and until all funds have been exhausted, or January 1, 2027, whichever comes first, to release quarterly reports on the progress of the program. The bill would also require the department, on or before March 1, 2026, to submit a report to the Legislature that includes specified information about the program, including, program participation, benefit amounts paid, weeks of benefits paid per participant, specified demographic information on program participants, outreach efforts, and administrative costs.

(2) The Personal Income Tax Law, in modified conformity with federal law, generally defines “gross income” as income from whatever source derived, except as specifically excluded, and provides various exclusions from gross income for purposes of computing tax liability. Existing law requires any bill authorizing a new tax expenditure to contain, among other things, specific goals, purposes, and objectives that the tax expenditure will achieve, detailed performance indicators, and data collection requirements.

This bill, for the taxable year beginning on or after January 1, 2025, and before January 1, 2027, would provide an exclusion from gross income for benefits received under the program. The bill would require the Franchise Tax Board to submit, on or before June 15, 2026, a report to the Legislature on the total number of claims for the exclusion and the amount claimed for each exclusion, and would provide findings and declarations relating to the goals, purposes, and objectives of this exclusion.

(3) Existing constitutional provisions require that a statute that limits the right of access to the meetings of public bodies or the writings of public officials and agencies be adopted with findings demonstrating

the interest protected by the limitation and the need for protecting that interest.

This bill would make legislative findings to that effect.

Vote: majority. Appropriation: no. Fiscal committee: yes.
State-mandated local program: no.

The people of the State of California do enact as follows:

- 1 SECTION 1. The Legislature finds and declares the following:
2 (a) In setting up a system of unemployment insurance benefits,
3 the Legislature recognized that private charity and local relief
4 cannot alone prevent the effects of unemployment. Created in
5 1935, the unemployment insurance system serves two interlaced
6 purposes: providing income support to workers so they can meet
7 the basic needs of their family if they lose their jobs, and helping
8 to sustain consumer demand during economic downturns by
9 providing a continuing stream of dollars for families to spend in
10 their local economies. Most workers who have become unemployed
11 or underemployed through no fault of their own are eligible to
12 receive unemployment insurance benefits and they, their families,
13 and the California economy reap the benefits of this lifesaving
14 program. However, due to historically racial exclusions, many of
15 California's most vulnerable workers are entirely excluded from
16 the program.
17 (b) The COVID-19 pandemic and the subsequent economic
18 downturn caused millions of workers in California to lose their
19 jobs and source of livelihood. Estimates from the Legislative
20 Analyst's Office show that 6 in 10 California workers worked jobs
21 that could not be done remotely, increasing their chances of
22 contracting COVID-19. Most of these workers were women, people
23 of color, and immigrants who worked in some of the most
24 hazardous and low-paid jobs, including fast food, grocery, garment,
25 manufacturing, construction, and others.
26 (c) Despite paying millions of dollars in state and local taxes
27 and making up one-sixteenth of the California workforce,
28 undocumented immigrants are categorically excluded from
29 unemployment insurance. As of January 1, 2022, Section 1264 of
30 the Unemployment Insurance Code provides that unemployment
31 insurance benefits, extended duration benefits, and federal-state
32 extended benefits shall not be payable to a noncitizen unless the

1 individual “was lawfully admitted for permanent residence at the
2 time the services were performed, was lawfully present for
3 purposes of performing the services, or was permanently residing
4 in the United States under color of law at the time the services
5 were performed[.]” During the COVID-19 pandemic,
6 undocumented immigrant workers were also unable to access
7 programs such as Pandemic Unemployment Assistance, Federal
8 Pandemic Unemployment Compensation, and Pandemic
9 Emergency Unemployment Compensation. These programs were
10 a crucial lifeline for the one in six adults that received these benefits
11 at the height of the crisis. Studies have shown that beyond
12 curtailing poverty, these benefits substantially reduced hardship
13 and improved the well-being of households, including recipients’
14 financial stability and mental health. Yet, some of California’s
15 most vulnerable workers have been and remain completely
16 excluded from these programs.

17 (d) Immigrant workers make up a significant percentage of
18 workers in many of the industries that experienced the highest
19 rates of joblessness and low wages predating the COVID-19
20 pandemic. The impact of this job loss threatens the livelihoods of
21 millions of Californians, in addition to the unemployed workers
22 themselves. An estimated one in three undocumented residents is
23 a parent and more than one in eight schoolaged children in
24 California have a parent who is an undocumented immigrant.
25 Without the support of essential safety net programs like
26 unemployment insurance, many immigrant families are forced to
27 exhaust their life savings, accumulate debt, and compromise their
28 health to simply afford basic necessities like rent and food.

29 (e) California’s economy also suffers by excluding
30 undocumented workers from this program. By partially replacing
31 unemployed workers’ earnings, unemployment insurance (UI)
32 benefits help alleviate the inherent reduction in consumption and
33 economic activity that results when there is a drastic increase in
34 unemployment. Economists maintain that UI benefits produce at
35 least \$1.61 of economic stimulus for every \$1 of benefits paid.
36 Indeed, one economist found that during the Great Recession,
37 every \$1 of UI benefits produced about \$2 dollars of economic
38 impact. Similarly, UI benefits help employers and the labor market
39 by supporting workers to find the best matched positions.

1 (f) While the COVID-19 pandemic has highlighted the extreme
2 consequences of undocumented workers' exclusion from
3 unemployment insurance, this problem has existed for decades
4 and it will only become more urgent. Wildfires, severe weather
5 events, economic fluctuations, seasonal changes in workforce
6 needs—all of these factors will continue to cause unemployment.
7 And for most low-income individuals, unemployment without a
8 safety net is a crisis no matter when it occurs.

9 (g) To rectify the unjust exclusion of immigrant workers from
10 an essential social safety net program and build a safer and more
11 resilient economy, this bill would require the Employment
12 Development Department to establish an Excluded Workers
13 Program to provide weekly monetary assistance to unemployed
14 workers who are ineligible for state or federal unemployment
15 insurance benefits due to their immigration status.

16 SEC. 2. Chapter 2 (commencing with Section 2020) is added
17 to Part 8 of Division 2 of the Labor Code, to read:

18

19

CHAPTER 2. EXCLUDED WORKERS PROGRAM

20

21 2020. (a) This chapter establishes the Excluded Workers
22 Program, which shall be administered by the Employment
23 Development Department, upon appropriation by the Legislature
24 of sufficient funds to carry out the program.

25 (b) The purpose of the Excluded Workers Program is to provide
26 income assistance to excluded workers who are ineligible for the
27 state or federal unemployment insurance benefits administered by
28 the Employment Development Department and who are
29 unemployed.

30 (c) It is the intent of the Legislature to authorize persons who
31 are not lawfully present in the United States, as members of the
32 class of workers excluded from unemployment insurance benefits,
33 to participate in and receive disbursements from the Excluded
34 Workers Program, and this chapter is therefore enacted pursuant
35 to subsection (d) of Section 1621 of Title 8 of the United States
36 Code.

37 2021. For purposes of this chapter, the following definitions
38 apply:

39 (a) "Department" means the Employment Development
40 Department of the Labor and Workforce Development Agency.

1 (b) “Director” means the Director of Employment Development.

2 (c) “Employee” has the same meaning as defined in paragraph
3 (1) of subdivision (b) of Section 2775.

4 (d) “Individual” means a person who is applying for or receiving
5 disbursements from the program.

6 (e) “Personal information” means any type of information that
7 identifies or describes an individual, including, but not limited to,
8 the individual’s name, social security number, taxpayer
9 identification number, physical description, home address, home
10 telephone number, education, financial matters, and medical or
11 employment history. It includes statements made by, or attributed
12 to, the individual.

13 (f) “Program” means the Excluded Workers Program.

14 (g) “Wages” has the same meaning as defined in Section 926
15 of the Unemployment Insurance Code.

16 (h) “Week of unemployment” means a week during which the
17 individual performs no work and earns no wages.

18 2022. (a) An individual shall be eligible to receive program
19 benefits with respect to any week that falls between January 1,
20 2025, and December 31, 2025, inclusive, if the director finds all
21 of the following:

22 (1) The individual resides in California at the time of the
23 application.

24 (2) (A) The individual performed at least 93 hours of work or
25 earned at least one thousand three hundred dollars (\$1,300) in
26 gross wages over the course of 3 calendar months, which do not
27 need to be consecutive, for work performed in California as an
28 employee within either the 12 months preceding their application
29 for benefits or the calendar year preceding their application for
30 benefits.

31 (B) The individual’s eligibility under this paragraph shall be
32 determined as provided in subdivision (e) of Section 2023.

33 (3) The individual experienced a week of unemployment during
34 that week.

35 (4) The individual is ineligible to receive unemployment
36 insurance benefits under subdivision (a) of Section 1264 of the
37 Unemployment Insurance Code or under subsection (a) of Section
38 604.3 of Title 20 of the Code of Federal Regulations for reasons
39 related to the individual’s authorization to work.

1 (b) Notwithstanding any other law, an individual shall be eligible
2 to receive benefits from the program regardless of their
3 immigration status provided they meet the eligibility requirements
4 set forth in subdivision (a).

5 (c) Notwithstanding subdivision (a), an individual shall be
6 ineligible to receive payments from the program for any week in
7 which the individual received any of the following:

8 (1) Paid family leave pursuant to Chapter 7 (commencing with
9 Section 3300) of Part 2 of Division 1 of the Unemployment
10 Insurance Code.

11 (2) Disability benefits pursuant to Part 2 (commencing with
12 Section 2601) of Division 1 of the Unemployment Insurance Code.

13 (3) Temporary or permanent disability benefits pursuant to
14 Article 3 (commencing with Section 4650) of Chapter 2 of Part 2
15 of Division 4.

16 2023. (a) On or before January 1, 2025, the department shall
17 promulgate regulations to administer the program. The regulations
18 shall set forth all of the following processes, at a minimum:

19 (1) A process by which individuals may apply for the benefits
20 under this chapter.

21 (2) A process for notifying individuals of the acceptance or
22 denial of their application in a timely manner.

23 (3) A process for individuals to request a review of the denial.

24 (b) In administering the program established by this chapter,
25 the department shall not take any of the following actions:

26 (1) Requesting, orally or in writing, an individual's nationality,
27 place of birth, or eligibility or ineligibility for a social security
28 number.

29 (2) Compelling or requesting an individual to admit in writing
30 whether they have proof of lawful presence in the United States.

31 (3) Contacting an individual's current, former, or prospective
32 employer for any purpose, including to verify employment status.
33 This paragraph does not prohibit the department from using other
34 means to verify past employment.

35 (4) Recording an individual's immigration or citizenship status.

36 (c) The department and any entity acting as an agent for the
37 department shall not retain the documents or copies of documents
38 submitted by applicants for this program for any longer than
39 necessary to administer benefits.

1 (d) The department shall begin accepting applications as soon
2 as practicable following the issuance of final regulations to
3 administer the program.

4 (e) (1) For purposes of demonstrating eligibility under
5 paragraph (2) of subdivision (a) of Section 2022, an applicant shall
6 self-attest to meeting that requirement and shall submit
7 documentation with a value equal to at least four points to establish
8 proof of work history, except as provided in paragraph (3). The
9 following documentation has the following values:

10 (A) The following documentation each has a value of four
11 points:

12 (i) Wage statements, as set forth in subdivision (a) of Section
13 226 or, if the employer has failed to provide the applicant with
14 accurate wage statements meeting the requirements of subdivision
15 (a) of Section 226, nonpayroll checks paid by the employer or
16 employer's agent to the applicant or other records showing
17 payments from an employer to the applicant.

18 (ii) A federal tax return for the taxable year immediately
19 preceding the date of application for benefits, with proof of filing
20 with the Internal Revenue Service using a social security number
21 or valid federal individual taxpayer identification number
22 demonstrating at least five thousand two hundred dollars (\$5,200)
23 in gross wages. Five thousand two hundred dollars (\$5,200) in
24 gross wages demonstrates at least one thousand three hundred
25 dollars (\$1,300) in gross wages during the individual's highest
26 earning quarter in accordance with the requirement set forth in
27 subparagraph (A) of paragraph (2) of subdivision (a) of Section
28 2022.

29 (iii) A state tax return for the taxable year immediately preceding
30 the date of application for benefits, filed with the Franchise Tax
31 Board using a social security number or valid federal individual
32 taxpayer identification number demonstrating at least five thousand
33 two hundred dollars (\$5,200) in gross wages.

34 (iv) An Internal Revenue Service Form W-2 demonstrating at
35 least five thousand two hundred dollars (\$5,200) in gross wages
36 for the taxable year immediately preceding the date of application
37 for benefits.

38 (v) A Form 1099, a state tax return, or a federal tax form from
39 the prior year demonstrating at least five thousand two hundred
40 dollars (\$5,200) in gross income, coupled with evidence sufficient

1 to demonstrate that the individual earned that income as an
2 employee.

3 (vi) Time records showing when the employee begins and ends
4 work each work period sufficient to demonstrate at least 93 hours
5 worked within a 3-month period from the 12-month period prior
6 to the application.

7 (B) The following documentation each has a value of two points:

8 (i) Evidence, such as statements issued by a financial institution,
9 showing regular direct deposits made by an employer to the
10 applicant, or regular deposits of cash earnings or checks made by
11 the applicant to the applicant's bank account.

12 (ii) Receipts from a check-cashing establishment or transaction
13 logs from a payment app showing regular direct deposits, deposits,
14 or transfers from an employer.

15 (iii) Receipts or records showing a consecutive pattern of
16 commuting to and from a work location, such as toll records,
17 parking receipts, or public transportation records that demonstrate
18 at least 93 hours of work performed within a three-month period.

19 (iv) A letter attesting to the applicant's employment history
20 issued by a charitable organization registered with the Department
21 of Justice or other entity designated by the director and based on
22 knowledge that the applicant meets the requirements of paragraph
23 (2) of subdivision (a) of Section 2022, acquired in the course of
24 conducting intake, interviews, or other standard processes related
25 to the provision of job-related direct services to the applicant. The
26 department shall not contact the charitable organization for any
27 reason other than to authenticate the letter.

28 (C) The following documentation has a value of one point:

29 (i) An employer-issued identification badge or identification
30 card.

31 (ii) Emails, text messages, social media messages, or other
32 written communications relating to delivery order sheets, work
33 invoices, work schedules, sign-in sheets, timesheets, directions or
34 instructions from employers, or other written work-related
35 communications between an applicant and an employer establishing
36 the existence of a work relationship. Communications described
37 in this clause shall only count for a total of one point, regardless
38 of the quantity or volume of documentation submitted.

39 (2) The department may, by regulation, establish alternative
40 documents that sufficiently demonstrate an applicant's qualification

1 for the program, provided that those documents demonstrate that
2 the applicant meets the eligibility requirement set forth in paragraph
3 (2) of subdivision (a) of Section 2022.

4 (3) If an applicant cannot provide sufficient documentation of
5 their work hours, wages, or other employment records in order to
6 meet the minimum documentation value of four points as required
7 by this subdivision, the department may conduct a credibility
8 interview to determine whether the applicant's submission
9 reasonably demonstrates that they meet the eligibility requirements
10 of this program set forth in paragraph (2) of subdivision (a) of
11 Section 2022. The department may establish procedures for
12 credibility interviews.

13 2024. (a) Personal information and documents collected under
14 this chapter are confidential and exempt from disclosure under the
15 California Public Records Act (Division 10 (commencing with
16 Section 7920.000) of Title 1 of the Government Code), and may
17 be used or disclosed only for purposes of administering the
18 program, except as necessary to comply with an order, warrant,
19 or subpoena, as issued by a court.

20 (b) In carrying out the services and programs created by this
21 chapter, the department shall establish procedures and safeguards
22 against unauthorized access to, and use of, personal information
23 collected by the department pursuant to this chapter by any person
24 or entity, public or private, other than an employee of the
25 department or a person or entity acting as an agent for the
26 department for the purpose of administering the program.

27 (c) Personal information and documents collected under this
28 chapter shall not be shared with other government agencies except
29 as necessary to administer the program, notwithstanding the
30 existence of data sharing agreements to which the department is
31 a party.

32 2025. (a) Any individual found eligible for the program shall
33 receive a payment in the amount of three hundred dollars (\$300)
34 for each week of unemployment occurring between January 1,
35 2025, and December 31, 2025, inclusive.

36 (b) The total number of weeks of unemployment for which a
37 covered individual may receive assistance under this chapter shall
38 not exceed 20 weeks.

1 2026. (a) (1) On or before April 1, 2025, the department shall
2 release quarterly reports on the progress of the program, including,
3 but not limited to:

- 4 (A) Total benefits paid.
- 5 (B) The number of individuals who applied for benefits.
- 6 (C) The number of individuals who received benefits.
- 7 (2) The quarterly reporting shall continue until all funds have
8 been exhausted, or until January 1, 2027, whichever comes first.

9 (b) (1) On or before March 1, 2026, the department shall submit
10 a report to the Legislature on the program, including, but not
11 limited to:

- 12 (A) Program participation.
- 13 (B) Benefit amounts paid.
- 14 (C) Weeks of benefits paid per participant.
- 15 (D) Demographic information on program participants, including
16 income, gender, race, ethnicity, language, geographic distribution
17 by county and legislative district, and employment sector.
- 18 (E) Outreach efforts.
- 19 (F) Administrative costs.

20 (2) A report to the Legislature pursuant to this subdivision shall
21 be submitted in compliance with Section 9795 of the Government
22 Code.

23 2027. This chapter shall remain in effect only until January 1,
24 2027, and as of that date is repealed.

25 SEC. 3. Section 17140.6 is added to the Revenue and Taxation
26 Code, to read:

27 17140.6. For the taxable year beginning on or after January 1,
28 2025, and before January 1, 2027, gross income does not include
29 benefits or payments received under Chapter 2 (commencing with
30 Section 2020) of Part 8 of Division 2 of the Labor Code.

31 SEC. 4. For purposes of complying with Section 41 of the
32 Revenue and Taxation Code, the Legislature finds and declares as
33 follows:

34 (a) The goals, purposes, and objectives of this exclusion are to
35 ensure that, as much as is reasonably possible, the benefits received
36 under the Excluded Workers Program (Chapter 2 (commencing
37 with Section 2020) of Part 8 of Division 2 of the Labor Code) are
38 spent in the communities in which the individuals receiving the
39 benefits live.

1 (b) The Legislature shall use income reporting for the exclusion
2 provided by the Franchise Tax Board as the performance indicator
3 to measure whether the exclusion meets the goals, purposes, and
4 objectives stated in subdivision (a).

5 (c) The Franchise Tax Board shall submit to the Legislature, no
6 later than June 15, 2026, a report that complies with Section 9795
7 of the Government Code on the total number of claims for the
8 exclusion and the amount claimed for each exclusion. Any
9 individually identifiable information collected pursuant to this
10 subdivision that is used in the report shall be compiled in an
11 aggregate or anonymized manner to preserve confidentiality.

12 (d) The disclosure provisions of this section shall be treated as
13 an exception to Section 19542 under Article 2 (commencing with
14 Section 19542) of Chapter 7 of Part 10.2 of Division 2 of the
15 Revenue and Taxation Code.

16 SEC. 5. The Legislature finds and declares that Section 2 of
17 this act, which adds Section 2024 to the Labor Code, imposes a
18 limitation on the public's right of access to the meetings of public
19 bodies or the writings of public officials and agencies within the
20 meaning of Section 3 of Article I of the California Constitution.
21 Pursuant to that constitutional provision, the Legislature makes
22 the following findings to demonstrate the interest protected by this
23 limitation and the need for protecting that interest:

24 The act strikes a balance between furthering the public interest
25 in rectifying the unjust exclusion of immigrant workers from
26 essential social safety net programs like unemployment insurance
27 and protecting the privacy of individuals receiving or applying for
28 the benefits outlined in this act.