REGULAR MEETING OF THE MADERA CITY COUNCIL
AND SPECIAL MEETING OF MADERA CITY COUNCIL AS SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY

205 W. 4th Street, Madera, California 93637

NOTICE AND AGENDA

Wednesday, January 17, 2024 **Council Chambers**
6:00 p.m. **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: 815 9455 3057#. 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 Cece Gallegos, District 1
Councilmember Jose Rodriguez, District 2
Councilmember Steve Montes, District 3
Councilmember Anita Evans, District 4
Councilmember Elsa Mejia, District 5
Councilmember Artemio Villegas, District 6

INVOCATION: Pastor Tim Echevarria, Remnant Church

PLEDGE OF ALLEGIANCE:

APPROVAL OF AGENDA:

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

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

WRITTEN COMMUNICATIONS: None

PRESENTATIONS:

1. Proclamation Recognizing Human Trafficking Prevention Month
2. Proclamation Recognizing National Mentoring Month
3. Proclamation Recognizing National Law Enforcement Appreciation Day

INTRODUCTIONS:

1. Gary Price, Director of Information Technology

A. WORKSHOP:

A-1 Utility Billing Schedule Workshop (Report by Michael Lima)

A-2 Transit Workshop (Report by Michael Lima)

B. CONSENT CALENDAR:

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

B-1 Minutes – December 20, 2023

Recommendation: Approve the City Council Minutes of December 20, 2023 (Report by Alicia Gonzales)

B-2 Informational Report on Register of Audited Demands

Recommendation: Review Register of Audited Demands Report for December 9, 2023 to January 5, 2024 (Report by Michael Lima)

B-3 Informational Report on Personnel Activity

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

B-4 Appointment to the Civil Service Commission

Recommendation: Adopt a Resolution Appointing Shawn Griffin to the Civil Service Commission (Report by Wendy Silva)

B-5 Revisions to Administrative Policy 64 – Paid Sick Leave for Part Time, Temporary, and Seasonal Employees

Recommendation: Adopt a Resolution Approving Revisions to Administrative Policy (AP) 64 – Paid Sick Leave for Part Time, Temporary, and Seasonal Employees Pursuant to California Senate Bill (SB) 616 (Report by Wendy Silva)

B-6 First Amendment to Agreement for Medical Services with Occu-Med

Recommendation: Adopt a Resolution Approving a First Amendment to the Medical Services Agreement with Occu-Med (Report by Wendy Silva)

B-7 Amendment to the Application for Transportation Development Act (TDA) – Local Transportation Funds (LTF) and State Transit Assistance (STA) Funds for Fiscal Year (FY) 2023/24

Recommendation: Adopt a Resolution Approving the Amendment to the Applications for TDA – LTF and STA Funds for FY 2023/24 and Authorizing the City Engineer to Execute and Submit the Applications to the Madera County Transportation Commission (MCTC) (Report by Keith Helmuth)

B-8 Amend Budget in Various Development Impact Fee Funds and the Measure A Fund

Recommendation: Adopt a Resolution Amending the Fiscal Year 2023-2024 Budget in Various Development Impact Fee Funds and the Measure A Fund to Provide Expenditure Authority for Anticipated Payments (Report by Michael Lima)

B-9 Fee Waiver for McNally Park Rental

Recommendation: Adopt a Resolution Waiving Rental Fees for McNally Park, Related to the Black History Month Celebration (Report by Joseph Hebert)

C. PUBLIC HEARINGS:

C-1 Annual Report Regarding Development Impact Fees for the 2022-2023 Fiscal Year

Recommendation: Conduct Public Hearing and Approve Resolution Adopting the Annual Report on Development Impact Fees (AB 1600) for Fiscal Year 2022-2023 and Make Findings Regarding the Continued Need for Certain Development Impact Fees (Report by Michael Lima)

C-2 6:45 P.M. - Public Hearing No. 3 for Updating of City Councilmember District Boundaries for Annexed Property

Recommendation: Conduct a Public Hearing to Receive Public Input on District Boundaries to Account for Property Annexed to the City (Report by Alicia Gonzales)

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

D-1 Recognized Obligation Payment Schedule (ROPS) Representing Period of July 1, 2024 to June 30, 2025, for the City as the Successor Agency (Action on this item by the Successor Agency)

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

1. Adopt a Resolution Adopting the Recognized Obligation Payment Schedule (ROPS) Representing Period of July 1, 2024 to June 30, 2025, for the City as the Successor Agency of the Former Madera Redevelopment Agency; and
2. Adopt a Resolution Approving the Administrative Budget for the City as the Successor Agency of the Former Madera Redevelopment Agency of the City for the Period of July 1, 2024 – June 30, 2025 (Report by Michael Lima)

D-2 Update of the City's Investment Policy

Recommendation: Adopt a Resolution updating the City's Investment Policy (Report by Michael Lima)

D-3 California Office of Emergency Services Grant Subaward

Recommendation:
1. Adopt a Resolution Accepting a Grant Subaward from the California Office of Emergency Services in the Amount of $950,000; and
2. Adopt a Resolution Amending the City's 2023/24 Budget to Reflect Revenues and Expenditures Related to the Grant (Report by Giachino Chiaramonte)

D-4 Acceptance of a Donation to the Police Department

Recommendation: Adopt a Resolution Accepting a Donation from Various Local Business Owners in the Amount of $4,500 and Amending the City's 2023/24 Budget to Reflect Revenues and Expenditures Related to the Donation (Report by Giachino Chiaramonte)

D-5 Agreement for Lions Town & Country Park Restroom Renovation Project

Recommendation: Adopt a Resolution Awarding a Contract Under Invitation for Bids (IFB) No. 202324-05 to David J. Boyle Electric Shop for the Lions Town & Country Park Restroom Renovation for $164,000 (Report by Joseph Hebert)

D-6 Authority for Centennial Park Pool Complex Upgrades and Repairs

Recommendation: Adopt a Minute Order authorizing the City Manager to enter into a Contract for the Centennial Park Pool Complex Upgrades and Repairs Project up to an Amount not to Exceed $210,000 (Report by Joseph Hebert)

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

Recommendation:
1. Adopt a Resolution Approving a Purchasing Agent Agreement with the County of Madera in the amount of $27,000 relating to CalFresh Healthy Living Program and ending September 30, 2024; and
2. Adopt a Resolution Amending the City's Fiscal Year 2023/24 Budget approving related revenue and expenditure line items relating to the execution of the CalFresh Healthy Living Program (Report by Joseph Hebert)

D-8 Madera Rotary Club Donation of $1,000 during FY 2023/24

Recommendation:
1. Adopt a Resolution Accepting Madera Rotary Club's Donation of $1,000; and
2. Adopt a Resolution Amending the City's Fiscal Year 2023/24 Budget Approving a Related Revenue and Expenditure Line Item Relating to the Appropriation of Madera Rotary Club's $1,000 Donation Amount (Report by Joseph Hebert)

E. <u>ADMINISTRATIVE REPORTS:</u> None.

E-1 Select Recipient for the Proclamation Recognizing February as Black History Month

Recommendation: Request for Councils selection of a recipient for the Proclamation Recognizing February as Black History Month (Report by Alicia Gonzales)

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.

G-1 **Public Employee Performance Evaluation - Pursuant to Government Code Section §54957(b)(1)**
Title: City Manager

G-2 **Conference with Labor Negotiators - Pursuant to Government Code §54957.6**
Unrepresented Employee: City Manager

ADJOURNMENT:

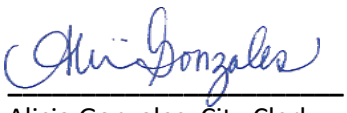
UPCOMING MEETING DATES:

- Wednesday, February 7, 2024
- Wednesday, February 21, 2024

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

- Para asistencia en español sobre este aviso, por favor llame al (559) 661-5405.

I, Alicia Gonzales, City Clerk for the City of Madera, declare under penalty of perjury that I posted the above agenda for the Regular Meeting of the Madera City Council for January 17, 2024, near the front entrances of City Hall and on the City's website www.madera.gov at 9:30 p.m. on January 11, 2024.



Alicia Gonzales, City Clerk

Madera City Council Agenda
01/17/24

Agenda Item A-1
Utility Billing Schedule Workshop

(Report by Michael Lima)

There is no written report for this item.

Madera City Council Agenda
01/17/24

Agenda Item A-2
Transit Workshop

(Report by Michael Lima)

There is no written report for this item.

Item:	B-1
Minutes for:	12/20/2023
Adopted:	01/17/2024

Minutes of a Regular Meeting of the Madera City Council

December 20, 2023 **Council Chambers**
6:00 p.m. **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: 841 7883 9054#. 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 Cece Gallegos, District 1
Councilmember Jose Rodriguez, District 2
Councilmember Steve Montes, District 3
Councilmember Anita Evans, District 4
Councilmember Elsa Mejia, District 5
Councilmember Artemio Villegas, District 6

Others present were City Manager Arnoldo Rodriguez, City Clerk Alicia Gonzales, City Attorney Shannon L. Chaffin, Chief Building Official Rafael Magallan, City Engineer Keith Helmuth, Director of Financial Services Michael Lima, Division Fire Chief Justin McCombs, Fire Battalion Chief Ralph Duran, Director of Human Resources Wendy Silva, Director of Parks and Community Services Joseph Hebert, Planning Manager Gary Conte, Chief of Police Giachino Chiaramonte, Public Works Director Ismael Hernandez, Public Works Administrative Analyst David Austin.

INVOCATION: Councilmember Evans

PLEDGE OF ALLEGIANCE: Director of Parks and Community Services Joseph Hebert

APPROVAL OF AGENDA:

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

PUBLIC COMMENT:

The first 15 minutes of the meeting are reserved for members of the public to address the Council on items which are within the subject matter jurisdiction of the Council. Speakers shall be limited to three minutes. Speakers will be asked, but are not required, to identify themselves and state the subject of their comments. If the subject is an item on the Agenda, the Mayor has the option of asking the speaker to hold

the comment until that item is called. Comments on items listed as a Public Hearing on the Agenda should be held until the hearing is opened. The Council is prohibited by law from taking any action on matters discussed that are not on the agenda, and no adverse conclusions should be drawn if the Council does not respond to public comment at this time.

City Manager Arnoldo Rodriguez acknowledged Planning Manager Gary Conte as Mr. Conte will be leaving his position in the first week in January. Mr. Rodriguez thanked Mr. Conte for doing a remarkable job during his time with the City of Madera.

A member of the public, Karina Salas, asked the Council for support with a soccer team she started a few years ago. Mayor Garcia asked her to leave her contact information with City Clerk Alicia Gonzales who would pass the information along to all of Council.

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

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 MAYOR PRO TEM GALLEGOS, THE CONSENT CALENDAR WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

B-1 Minutes – December 6, 2023, December 9, 2023, December 13, 2023

Recommendation: Approve the City Council Minutes of December 6, 2023, December 9, 2023, and December 13, 2023 (Report by Alicia Gonzales)

B-2 Informational Report on Register of Audited Demands

Recommendation: Review Register of Audited Demands Report for November 25, 2023 to December 8, 2023 (Report by Michael Lima)

B-3 Informational Report on Personnel Activity

Recommendation: No Action Required (Report by Wendy Silva)

B-4 Continuing Declaration Proclaiming the Existence of a Local Emergency – January 2023 Winter Storms

Recommendation: Adopt a Resolution Continuing the Declaration Proclaiming the Existence of a Local Emergency – January 2023 Winter Storms in accordance with Madera Municipal Code Title III, Chapter 2 (Report by Wendy Silva)

RES 23-207 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, CONTINUING THE DECLARATION PROCLAIMING THE

EXISTENCE OF A LOCAL EMERGENCY – JANUARY 2023 WINTER STORMS IN ACCORDANCE WITH MADERA MUNICIPAL CODE TITLE III, CHAPTER 2

B-5 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 (Report by Arnoldo Rodriguez)

B-6 Annual Local Appointment List on City Boards, Commissions, and Committees

Recommendation: Approve a Minute Order Authorizing the City Clerk to File the 2024 Annual Local Appointments List (Report by Alicia Gonzales)

B-7 Appointment of City Representative to the Board of Trustees of the Madera County Mosquito and Vector Control District

Recommendation: Adopt a Resolution Appointing Donald Horal to the Board of Trustees of the Madera County Mosquito and Vector Control District for an additional two-year term (Report by Alicia Gonzales)

RES 23-208 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPOINTING DONALD HORAL TO THE BOARD OF TRUSTEES OF THE MADERA COUNTY MOSQUITO AND VECTOR CONTROL DISTRICT

B-8 Exercising Renewal Option with Backflow Solutions, Inc., for Data Management Agreement for Water Backflow Prevention Devices

Recommendation: Adopt a Resolution Authorizing Exercising the Option to Renew Existing Agreement for an Additional One-Year Period at Same Pricing Terms as Existing Agreement whereby Backflow Solutions, Inc., will Continue to Perform Notification and Data Management Functions on behalf of the City Regarding all Backflow Prevention Devices (Report by Ismael Hernandez)

RES 23-209 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING THE EXERCISING OF THE OPTION TO RENEW FOR AN ADDITIONAL ONE-YEAR PERIOD THE EXISTING AGREEMENT FOR SERVICES BETWEEN THE CITY OF MADERA AND BACKFLOW SOLUTIONS, INC. FOR NOTIFICATION AND DATA MANAGEMENT FUNCTIONS ON BEHALF OF THE CITY REGARDING ALL BACKFLOW PREVENTION DEVICES

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

C-1 Public Hearing Relating to Annexation of Certain Properties into Zone of Benefit 51 to the City of Madera Landscape Maintenance District (LMD) Zone for Fiscal Year 2024/25

Recommendation: Adopt a Resolution Approving Annexation No. 2022-06 for annexation of APN 003-240-015 (Sherwood Apartments); APN(s) 012-026-001 & 012-402-006 (Grove Gardens); APN(s) 003-093-006 & 003-093-008 (Bellava Apartments); APN(s) 009-350-024, 009-350-025, 009-350-026 & 009-350-029 (Cal-Pacific Supply), APN 009-330-011 (Madera Industrial WHSE), APN(s) 011-143-006,011-143-007, & 011-143-008 (Sugar Pine Village), and APN 010-132-001 (Naz Sixplex) into Zone of Benefit 51; Confirming the Diagram and Assessment for LMD Zone of Benefit 51 for

Fiscal Year (FY) 2024/25; and Authorizing the City Clerk to File the Diagram and Assessment with the Madera County Auditor (Report by Keith Helmuth)

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

RES 23-210 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING ANNEXATION NO. 2022-06 OF APN(S) 003-240-015 (SHERWOOD APARTMENTS); 012-026-001 & 012-402-006 (GROVE GARDENS); 003-093-006 & 003-093-008 (BELLAVA APARTMENTS); 009-350-024, 009-350-025, 009-350-026, & 009-350-029 (CAL-PACIFIC SUPPLY); 009-330-001 (MADERA INDUSTRIAL WHSE); APN(S) 011-143-006, 011-143-007, & 011-143-008 (SUGAR PINE VILLAGE); AND APN 010-132-001 (NAZ SIXPLEX) INTO ZONE OF BENEFIT 51; CONFIRMING THE DIAGRAMS AND ASSESSMENTS FOR CITY OF MADERA LANDSCAPE MAINTENANCE DISTRICT ZONE OF BENEFIT 51 FOR FISCAL YEAR (FY) 2024/25; AND AUTHORIZING THE CITY CLERK TO FILE THE DIAGRAM AND ASSESSMENT WITH THE MADERA COUNTY AUDITOR

C-2 7:00 p.m. - Public Hearing No. 2 for Updating of City Councilmember District Boundaries for Annexed Property

Recommendation: Conduct a Public Hearing to receive public input on district boundaries to account for property annexed to the City (Report by Alicia Gonzales)

No Public Comment was presented. Public Comment was closed.

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

D-1 Authorizing Resolution for the Local Assistance Specified Grants – Capital

Recommendation: Adopt a Resolution Accepting the amount of $500,000 from the State of California Department of Parks and Recreation for the Lions Town & Country Park Trail System Upgrades and Naming the City Manager as the Authorized Representative (Report by Joseph Hebert)

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

RES 23-211 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING APPLICATION(S) FOR SPECIFIED GRANT FUNDS FROM BUDGET ACT OF 2023, 19.561(B)(62) FOR TRAIL SYSTEM UPGRADES FOR THE LIONS TOWN AND COUNTRY PARK

D-2 Demolition of Rotary Park Skate Park Office/Concession Building Budget Amendment

Recommendation: Adopt a Resolution Amending the City's Fiscal Year 2023/24 Budget Approving a Related Expenditure Line Item Related to the Demolition of the Zero Gravity Skate Park Office/Concession Building Cost of $12,593 (Report by Joseph Hebert)

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.

RES 23-212 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA AMENDING THE CITY'S FISCAL YEAR 2023/24 BUDGET APPROVING A RELATED EXPENDITURE LINE ITEM RELATED TO THE DEMOLITION OF THE ROTARY PARK SKATEPARK OFFICE/CONCESSION STAND BUILDING COST OF $12,593

D-3 Mexican American Center Cleanup and Structural Engineering Assessment

Recommendation: Adopt a Resolution Amending the City's Fiscal Year 2023/24 Budget Approving a Related Expenditure Line Item Related to the Mexican American Center Cleanup Efforts and Structural Engineering Assessment for $11,100 (Report by Joseph Hebert)

ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY COUNCILMEMBER MEJIA, ITEM D-3 WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

RES 23-213 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA AMENDING THE CITY'S FISCAL YEAR 2023/24 BUDGET APPROVING A RELATED EXPENDITURE LINE ITEM RELATED TO THE MEXICAN AMERICAN CENTER CLEANUP EFFORTS AND STRUCTURAL ENGINEERING ASSESSMENT FOR $11,100

D-4 Emergency Repairs to Centrifuge #1 at Wastewater Treatment Plant

Recommendation: Adopt a Resolution Affirming the Emergency Repair to Centrifuge #1 at Wastewater Treatment Plant and Ratifying the Award of Contract as an Exception to Competitive Bidding Process (Report by Ismael Hernandez)

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

RES 23-214 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING THE PURCHASE ORDER CHANGE ORDER REQUEST, AFFIRMING THE EMERGENCY REPAIR, AND RATIFYING THE EXPENDITURE OF FUNDS FOR THE EMERGENCY REPAIR TO CENTRIFUGE #1

Public Works Director Ismael Hernandez introduced Administrative Analyst David Austin.

E. <u>ADMINISTRATIVE REPORTS:</u>

E-1 Informational Report – Proposed Changes to Timed Parking Restrictions Within the Madera Downtown Business Improvement Area

Recommendation: This is an informational report. No recommendations from the City Council (Council) are requested though staff is appreciative of any that are received (Report by Keith Helmuth)

E-2 2024 List of Annual Proclamations

Recommendation: Provide Direction and Adopt a Minute Order Approving the 2024 List of Annual Proclamations from the Protocols Guidebook section concerning Ceremonial Documents (Report by Alicia Gonzales)

Mayor Pro Tem Gallegos asked that Women's History Month be added to March with a designation of "Recipient at the discretion of Council".

Councilmember Mejia asked that the recipient for Indigenous People's Day be designates as La Mesa Directiva de Santa Maria Tindu.

Council discussed and approved by consensus that City Clerk Alicia Gonzales add Women's History Month to March and all recipients to reflect only the City Departments for specific events and all other designations except Indigenous People's Day would be labeled as "Recipient at the discretion of Council". Indigenous People's Day will designate La Mesa Directiva de Santa Maria Tindu as its recipient. This will allow other organizations to be considered and recognized for their good works for the same item.

Council also approved the proclamations for January as noted in the staff report with the addition of O.L.I.V.E. also receiving a proclamation for Human Trafficking Awareness and Prevention Month.

F. <u>COUNCILMEMBER REPORTS/ANNOUNCEMENTS/FUTURE AGENDA ITEMS</u>:

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.

Mayor Pro Tem Gallegos gave a shout out to the Parks and Grants Departments and to the MAX (Madera Metro) drivers for their participation in the Jolly Trolley and the Winter Wonderland event. It was amazing. Mayor Pro Tem Gallegos also thanked the community members of the Ice House as they put a fence around their business that deters and addresses the homeless problem in that area. She also thanked the Public Works Department for clearing out the drain outlets during the rainy days and thanked the Police Department also.

Councilmember Rodriguez recognized Mayor Pro Tem Gallegos in getting her neighborhood to participate in the Christmas lights on Mainberry Drive. It looked very nice. Councilmember Rodriguez thanked Planning Manager Gary Conte for his service and wished him the best in his new endeavors.

Councilmember Montes gave a shout out to the Parks Department on their work with the Jolly Trolley. The Jolly Trolley was at capacity and all the kids were happy and everyone was having fun. Councilmember Montes thanked the Food Bank on their food drive and toy giveaway this weekend. He also thanked the CHP (California Highway Patrol) and Police Department for serving our community. Councilmember thanked Planning Manager Gary Conte for his service to the City and he welcomed David Austin to the City.

Councilmember Evans wished everyone a Merry Christmas and Happy New Year. She stated that the Christmas Extravaganza was a huge success. They were not able to deliver the toys to children as they were still in school, but they will be handing them out at James Monroe

Elementary on Friday at about 2:30 p.m. She invited anyone who wanted to assist with the toy distribution and stated that Santa will be out there also. Some snacks will be provided.

Councilmember Mejia thanked Planning Manager Gary Conte for his service and welcomed David Austin to the City. Councilmember Mejia stated that she had made the following request previously. She requests that an interpreter/translator be available at every meeting whether requested or not. This would help ensure that the Spanish and English speakers stay involved.

Councilmember Villegas thanked the Parks Department as they are doing a good job. He thanked everybody as they had a great year. Councilmember Villegas wished everyone a Merry Christmas.

Mayor Garcia stated that attending the MPOA (Madera Police Officer Association) was one of the highlights of this season. It was great to see our folks out there with their families. Mayor Garcia stated that Mike Alamari donated hoodies to the students at Sierra Vista Elementary. It was special to see the children jumping and dancing around as they received a hoodie. Mayor Garcia mentioned that Councilmember Evans did a fantastic job with the Christmas Extravaganza and getting toys donated for the children. He mentioned that they have attended multiple religious events and that earlier today, Vision y Compromiso held an event where Santa distributed presents to children.

Mayor Garcia acknowledged and respected that there are multiple communities within our community and wished everyone a joyous time with their family and friends.

Councilmember Rodriguez wanted to know if Councilmember Mejia's request for an interpreter/translator would be brought back to Council. City Manager Arnoldo Rodriguez at the direction of Council will bring this item back to Council for further discussion.

G. **CLOSED SESSION**:

G-1 **Conference with Legal Counsel – Anticipated Litigation Deciding Whether to Initiate Litigation Pursuant to Government Code §54956.9(d)(4)**
(One Case)

G-2 **Public Employee Performance Evaluation - Pursuant to Government Code Section §54957(b)(1)**
Title: City Manager

G-3 **Conference with Labor Negotiators - Pursuant to Government Code §54957.6**
Unrepresented Employee: City Manager

City Attorney Shannon Chaffin made the closed session announcement at 7:46 p.m. Mr. Chaffin and Council returned from Closed Session at 8:35 p.m. with all members of Council present. Mr. Chaffin stated there was no reportable action.

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

UPCOMING MEETING DATES:

- Wednesday, January 17, 2024
- Wednesday, February 7, 2024

ALICIA GONZALES, City Clerk

SANTOS GARCIA, Mayor

MINUTES PREPARED BY
ZELDA LEÓN, Deputy City Clerk

REPORT TO CITY COUNCIL

Approved by:

Michael Lima, Director of Financial Services

Arnoldo Rodriguez, City Manager

Council Meeting of: January 17, 2024

Agenda Number: B-2

SUBJECT:

Informational Report on Register of Audited Demands

RECOMMENDATION:

Review Register of Audited Demands Report for December 9, 2023 to January 5, 2024

SUMMARY:

The Register of Audited Demands for the City covering obligations paid during the period of December 9, 2023 to January 5, 2024 is summarized in the following tables. Attachment A contains Warrants while Table 2 is a summary of the wire transfers.

Table 1: *Warrant Distribution Summary*		
Description	*Check #'s*	*Amount*
General Warrants	38037 – 38277	$6,317,452.66

Table 2: *Wire Transfer Summary*		
Description	*Vendor*	*Amount*
Payroll and Taxes	Union Bank	$1,338,291.19
SDI	EDD	$5,112.60
CalPERS Payment	CalPERS	$141,289.51

DISCUSSION:

Warrant requests are processed weekly based on the Fiscal Year 2023/2024 Adopted Budget and released for payment every Monday. Each demand has been audited and the Finance Director hereby certifies as to their accuracy and that there were sufficient funds for their payment. Per

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

FINANCIAL IMPACT:

Demands for payments are made within the constraints of the Fiscal Year 2023/2024 Adopted Budget.

ALTERNATIVES:

Informational only.

ATTACHMENTS:

Register of Audited Demands

CITY OF MADERA

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

January 17, 2024

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
38037	12/11/2023	PD OPS	PD OPS	KER'S GAS & LUBE, INC.	08/23 PD CAR WASHES	$ 635.00
38038	12/11/2023	WWTP	WWTP	TERRAFORM POWER, LLC.	SOLAR ELECTRIC UTILITIES 10/23	$ 742.99
38039	12/11/2023	ENGINEERING	ENGINEERING	ACRO SERVICE CORPORATION	TEMP SERVICES - ENGINEERING	$ 2,800.00
38039	12/11/2023	HR/RISK MGT	COMPUTER MAINT	ACRO SERVICE CORPORATION	TEMP SERVICES - NETWORK ADMIN	$ 11,375.28
38040	12/11/2023	PD OPS	PD OPS	T-MOBILE USA, INC.	TIMING ADVANCE - 23M-06610	$ 25.00
38040	12/11/2023	PD OPS	PD OPS	T-MOBILE USA, INC.	TIMING ADVANCE - 23M-07446	$ 25.00
38041	12/11/2023	PW ADMIN	AIRPORT OPS	SERVICEMASTER BY J&C BROWN	11/23 JANITORIAL SERVICES	$ 347.82
38041	12/11/2023	PW ADMIN	CENTRAL ADMIN	SERVICEMASTER BY J&C BROWN	11/23 JANITORIAL SERVICES	$ 3,683.20
38041	12/11/2023	PW ADMIN	COMM & REC	SERVICEMASTER BY J&C BROWN	11/23 JANITORIAL SERVICES	$ 7,099.08
38041	12/11/2023	PW ADMIN	ENGINEERING	SERVICEMASTER BY J&C BROWN	11/23 JANITORIAL SERVICES	$ 2,707.13
38041	12/11/2023	PW ADMIN	FINANCE	SERVICEMASTER BY J&C BROWN	11/23 JANITORIAL SERVICES	$ 219.87
38041	12/11/2023	PW ADMIN	INTERMODAL BLDG	SERVICEMASTER BY J&C BROWN	11/23 JANITORIAL SERVICES	$ 526.23
38041	12/11/2023	PW ADMIN	SEWER OPS	SERVICEMASTER BY J&C BROWN	11/23 JANITORIAL SERVICES	$ 679.37
38041	12/11/2023	PW ADMIN	SOLID WASTE	SERVICEMASTER BY J&C BROWN	11/23 JANITORIAL SERVICES	$ 679.37
38041	12/11/2023	PW ADMIN	TRANS - FIXED	SERVICEMASTER BY J&C BROWN	11/23 JANITORIAL SERVICES	$ 878.65
38041	12/11/2023	PW ADMIN	TRANS - DAR	SERVICEMASTER BY J&C BROWN	11/23 JANITORIAL SERVICES	$ 878.65
38041	12/11/2023	PW ADMIN	UB - GARBAGE	SERVICEMASTER BY J&C BROWN	11/23 JANITORIAL SERVICES	$ 219.87
38041	12/11/2023	PW ADMIN	UB - SEWER	SERVICEMASTER BY J&C BROWN	11/23 JANITORIAL SERVICES	$ 219.87
38041	12/11/2023	PW ADMIN	UB - WATER	SERVICEMASTER BY J&C BROWN	11/23 JANITORIAL SERVICES	$ 439.76
38041	12/11/2023	PW ADMIN	WATER QUALITY CONTROL	SERVICEMASTER BY J&C BROWN	11/23 JANITORIAL SERVICES	$ 219.84
38041	12/11/2023	PW ADMIN	WWTP	SERVICEMASTER BY J&C BROWN	11/23 JANITORIAL SERVICES	$ 979.48
38041	12/11/2023	PW ADMIN	MEAS K - PD	SERVICEMASTER BY J&C BROWN	11/23 JANITORIAL SERVICES	$ 589.52
38041	12/11/2023	PW ADMIN	PD OPS	SERVICEMASTER BY J&C BROWN	11/23 JANITORIAL SERVICES	$ 5,447.93
38042	12/11/2023	FIRE	FIRE	GIBBS INTERNATIONAL INC	MISC PARTS	$ 4,479.76
38043	12/11/2023	PD OPS	PD OPS	RAUL R. HERRERA JR.	POLYGRAPHS	$ 3,750.00
38044	12/11/2023	PARKS ADMIN	SPORTS PROGRAMS	J & D MANUFACTURING	FY23/24 SPORTS PROGRAM APPAREL	$ 929.30
38044	12/11/2023	PARKS ADMIN	SPORTS PROGRAMS	J & D MANUFACTURING	YOUTH BASKETBALL BANNER	$ 236.04
38045	12/11/2023	PD OPS	CODE ENF	DIEBERTS CREATIVE COPY INC	CODE ENFORCEMENT STICKERS	$ 203.59
38045	12/11/2023	PD OPS	PD OPS	DIEBERTS CREATIVE COPY INC	BUSINESS CARDS - PD	$ 1,525.00
38046	12/11/2023	FIRE	FIRE	LUIS F FREITAS	HAND LETTERING	$ 355.00
38047	12/11/2023	PD OPS	MEAS K - PD	TIM J LAW	EMPLOYMENT BACKGROUND	$ 1,500.00
38048	12/11/2023	WWTP	WWTP	ANDERSON PUMP COMPANY	REPAIR WELL #2	$ 59,848.96
38048	12/11/2023	WWTP	WWTP	ANDERSON PUMP COMPANY	REPAIR WELL #1	$ 59,936.40
38049	12/11/2023	GRANTS	TRANS - FIXED	MV TRANSPORTATION, INC.	10/23 TRANSIT OPERATOR	$ 103,200.72
38049	12/11/2023	GRANTS	TRANS - DAR	MV TRANSPORTATION, INC.	10/23 TRANSIT OPERATOR	$ 70,982.02
38050	12/11/2023	HR/RISK MGT	COMPUTER MAINT	ZOHO CORPORATION	ACTIVE DIRECTORY SELF SERVICE	$ 729.00
38051	12/11/2023	PD OPS	PD OPS	CRISCOM PUBLIC RELATIONS, INC.	GRANT RESEARCH & WRITING SERVICES - DEC 2023	$ 4,000.00
38052	12/11/2023	PD OPS	PD OPS	PACIFIC STORAGE COMPANY	SHREDDING SERVICES	$ 368.00
38053	12/11/2023	GRANTS	PROP 1B PTMISEA	TOLAR MANUFACTURING COMPANY, INC	PTMISEA - TRANSIT AMENITY	$ 163,455.93
38054	12/11/2023	WATER QUALITY	WATER QUALITY CONTROL	RYAN PROCESS INC	CL2 ANALYZER	$ 6,236.44
38055	12/11/2023	PD OPS	PD OPS	CV FORENSIC NURSING SPECIALISTS	EXAM - 23M-07472, & 23M-07774	$ 3,000.00

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
38056	12/11/2023	ENGINEERING	WATER OPS	DAVIDS ENGINEERING, INC.	PROFESSIONAL SERVICES	$ 168.50
38057	12/11/2023	PARKS ADMIN	PARKING DIST OPS	ELITE MAINT AND TREE SERVICE	CITYWIDE LANDSCAPE 10/23	$ 509.60
38057	12/11/2023	PARKS ADMIN	PARKING DIST OPS	ELITE MAINT AND TREE SERVICE	CITYWIDE LANDSCAPE 11/23	$ 509.60
38057	12/11/2023	PARKS ADMIN	PARKS	ELITE MAINT AND TREE SERVICE	CITYWIDE LANDSCAPE 10/23	$ 5,678.40
38057	12/11/2023	PARKS ADMIN	PARKS	ELITE MAINT AND TREE SERVICE	CITYWIDE LANDSCAPE 11/23	$ 5,678.40
38057	12/11/2023	PARKS ADMIN	MEDIAN LANDS	ELITE MAINT AND TREE SERVICE	CITYWIDE LANDSCAPE 10/23	$ 12,560.80
38057	12/11/2023	PARKS ADMIN	MEDIAN LANDS	ELITE MAINT AND TREE SERVICE	CITYWIDE LANDSCAPE 11/23	$ 12,560.80
38058	12/11/2023	FINANCE	ANIMAL CONTROL	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 11/01/23-11/15/23	$ 191.35
38058	12/11/2023	FINANCE	BUILDING	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 11/01/23-11/15/23	$ 236.20
38058	12/11/2023	FINANCE	CODE ENF	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 11/01/23-11/15/23	$ 94.15
38058	12/11/2023	FINANCE	COMPUTER MAINT	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 11/01/23-11/15/23	$ 48.32
38058	12/11/2023	FINANCE	DRAINAGE	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 11/01/23-11/15/23	$ 799.23
38058	12/11/2023	FINANCE	ENGINEERING	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 11/01/23-11/15/23	$ 222.94
38058	12/11/2023	FINANCE	FACILITIES MAINT	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 11/01/23-11/15/23	$ 243.58
38058	12/11/2023	FINANCE	FLEET MAINT	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 11/01/23-11/15/23	$ 103.25
38058	12/11/2023	FINANCE	FLEET MOTOR POOL	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 11/01/23-11/15/23	$ 126.13
38058	12/11/2023	FINANCE	GRAFFITI ABATE	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 11/01/23-11/15/23	$ 362.86
38058	12/11/2023	FINANCE	LMD SERVICES	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 11/01/23-11/15/23	$ 559.71
38058	12/11/2023	FINANCE	PARKS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 11/01/23-11/15/23	$ 2,600.37
38058	12/11/2023	FINANCE	STREETS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 11/01/23-11/15/23	$ 1,231.53
38058	12/11/2023	FINANCE	SEWER OPS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 11/01/23-11/15/23	$ 1,839.94
38058	12/11/2023	FINANCE	STREET CLEANING	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 11/01/23-11/15/23	$ 1,679.78
38058	12/11/2023	FINANCE	TRANS - FIXED	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 11/01/23-11/15/23	$ 2,645.00
38058	12/11/2023	FINANCE	TRANS - DAR	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 11/01/23-11/15/23	$ 2,406.56
38058	12/11/2023	FINANCE	WATER OPS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 11/01/23-11/15/23	$ 1,270.83
38058	12/11/2023	FINANCE	WATER QUALITY CONTROL	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 11/01/23-11/15/23	$ 554.40
38058	12/11/2023	FINANCE	WWTP	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 11/01/23-11/15/23	$ 125.52
38058	12/11/2023	FINANCE	PD OPS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 11/01/23-11/15/23	$ 6,596.56
38058	12/11/2023	FIRE	FIRE	VAN DE POL ENTERPRISES, INC.	FUEL CDF - 10/16/23-10/31/23	$ 1,078.08
38058	12/11/2023	FIRE	FIRE	VAN DE POL ENTERPRISES, INC.	FUEL CDF - 11/01/23-11/15/23	$ 703.93
38058	12/11/2023	FIRE	MEAS K - FIRE	VAN DE POL ENTERPRISES, INC.	FUEL CDF - BULK DIESEL	$ 3,361.47
38058	12/11/2023	PD OPS	DUI ENF & AWARENESS	VAN DE POL ENTERPRISES, INC.	PROPANE - PD DUI CHECK POINT	$ 36.26
38059	12/11/2023	HR/RISK MGT	HR/RISK MGT	SIJ HOLDINGS LLC	RECRUITMENT ADS	$ 1,614.50
38059	12/11/2023	HR/RISK MGT	PLANNING	SIJ HOLDINGS LLC	RECRUITMENT ADS	$ 748.36
38060	12/11/2023	ENGINEERING	WATER CAPITAL OUTLAY	THE MADERA MAIL DROP	PLOTTER PRINTING	$ 159.18
38061	12/11/2023	PD OPS	CODE ENF	O&E TRANSPORTATION LLC	FRESNO RIVER LITTER ABATEMENT	$ 37,950.00
38062	12/11/2023	FINANCE	AIRPORT OPS	PRUDENTIAL OVERALL SUPPLY	10/23 UNIFORM SERVICES	$ 124.12
38062	12/11/2023	FINANCE	CENTRAL ADMIN	PRUDENTIAL OVERALL SUPPLY	10/23 UNIFORM SERVICES	$ 127.64
38062	12/11/2023	FINANCE	COMM & REC	PRUDENTIAL OVERALL SUPPLY	10/23 UNIFORM SERVICES	$ 513.84
38062	12/11/2023	FINANCE	COMPUTER MAINT	PRUDENTIAL OVERALL SUPPLY	10/23 UNIFORM SERVICES	$ 17.32
38062	12/11/2023	FINANCE	ENGINEERING	PRUDENTIAL OVERALL SUPPLY	10/23 UNIFORM SERVICES	$ 93.04
38062	12/11/2023	FINANCE	FACILITIES MAINT	PRUDENTIAL OVERALL SUPPLY	10/23 UNIFORM SERVICES	$ 438.08
38062	12/11/2023	FINANCE	FLEET MAINT	PRUDENTIAL OVERALL SUPPLY	10/23 UNIFORM SERVICES	$ 432.68
38062	12/11/2023	FINANCE	PARKS	PRUDENTIAL OVERALL SUPPLY	10/23 UNIFORM SERVICES	$ 735.64

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
38062	12/11/2023	FINANCE	STREETS	PRUDENTIAL OVERALL SUPPLY	10/23 UNIFORM SERVICES	$ 885.64
38062	12/11/2023	FINANCE	SEWER OPS	PRUDENTIAL OVERALL SUPPLY	10/23 UNIFORM SERVICES	$ 260.28
38062	12/11/2023	FINANCE	UB - WATER	PRUDENTIAL OVERALL SUPPLY	10/23 UNIFORM SERVICES	$ 42.60
38062	12/11/2023	FINANCE	WATER OPS	PRUDENTIAL OVERALL SUPPLY	10/23 UNIFORM SERVICES	$ 659.90
38062	12/11/2023	FINANCE	WATER QUALITY CONTROL	PRUDENTIAL OVERALL SUPPLY	10/23 UNIFORM SERVICES	$ 190.96
38062	12/11/2023	FINANCE	WWTP	PRUDENTIAL OVERALL SUPPLY	10/23 UNIFORM SERVICES	$ 637.08
38062	12/11/2023	FINANCE	PD OPS	PRUDENTIAL OVERALL SUPPLY	10/23 UNIFORM SERVICES	$ 127.40
38063	12/11/2023	PD OPS	PD OPS	EVANS FEED & LIVESTOCK SUPPLY, INC.	SUPPLIES FOR BUBBLES	$ 25.97
38064	12/11/2023	ENGINEERING	TRANSPORTATION IMPACT FEE	CORNERSTONE STRUCTURAL ENGINEERING GROUP	B-02 DESIGN SERVICES FOR WESTBERRY BRIDGE	$ 85,987.45
38065	12/11/2023	ENGINEERING	WATER CAPITAL OUTLAY	ORANGE COAST TITLE COMPANY OF	PRELIM ONLY	$ 500.00
38066	12/11/2023	WATER CAPITAL	WATER CAPITAL OUTLAY	PERFORMANCE AUTOMATION COMPANY, INC.	CHLORINE GENERATOR INSTALLATION, WELLS 15, 22, 30	$ 5,853.30
38067	12/11/2023	WWTP	WWTP	MECHANICAL ANALYSIS REPAIR INC.	REPAIR INFLUNT PUMP #2	$ 13,768.75
38067	12/11/2023	WWTP	WWTP	MECHANICAL ANALYSIS REPAIR INC.	REPAIR INFLUNT PUMP #1	$ 17,768.75
38068	12/11/2023	WWTP	WWTP	MICHAEL JAMES MERRIMAN	MONITORING WELL PUMPS	$ 21,475.00
38069	12/11/2023	PD OPS	GENERAL FUND	INTERNATIONAL BUSINESS INFORMATION	ANNUAL LICENSE FEE	$ 3,228.34
38069	12/11/2023	PD OPS	PD OPS	INTERNATIONAL BUSINESS INFORMATION	ANNUAL LICENSE FEE	$ 6,456.66
38070	12/11/2023	PLANNING	PLANNING	MICHAEL BAKER INTERNATIONAL, INC.	HOUSING ELEM UPDATE	$ 32,560.00
38071	12/11/2023	FINANCE	STREETS	CA GOVERNOR'S OFFICE	FIPS# 085-49278 & GRANT# PS20 FY 20/21	$ 20,605.69
38072	12/11/2023	ENGINEERING	ENGINEERING	AMERICAN BUSINESS MACHINES	11/23 PLOTTER LEASE - ENG	$ 121.00
38073	12/11/2023	WWTP	WWTP	BSK ASSOCIATES	PERMIT COMPLIANCE LAB	$ 263.00
38074	12/11/2023	HR/RISK MGT	HR/RISK MGT	CA DEPARTMENT OF JUSTICE	10/23 FINGERPRINT APPS	$ 224.00
38074	12/11/2023	HR/RISK MGT	MUSD AFTER SCHOOL PROGRAM	CA DEPARTMENT OF JUSTICE	10/23 FINGERPRINT APPS	$ 32.00
38074	12/11/2023	PD OPS	PD OPS	CA DEPARTMENT OF JUSTICE	10/23 BLOOD ALCOHOL ANALYSIS	$ 980.00
38075	12/11/2023	PD OPS	PD OPS	CA DEPARTMENT OF JUSTICE	MISCELLANEOUS SERVICES 07/23-09/23	$ 1,876.98
38076	12/11/2023	PURCHASING	AIRPORT OPS	CANON FINANCIAL SERVICES	COPIER LEASE 11/23	$ 73.62
38076	12/11/2023	PURCHASING	BUILDING	CANON FINANCIAL SERVICES	COPIER LEASE 11/23	$ 90.74
38076	12/11/2023	PURCHASING	BUILDING	CANON FINANCIAL SERVICES	BUILDING DEPT TAXES ON UNIT	$ 37.87
38076	12/11/2023	PURCHASING	CITY CLERK	CANON FINANCIAL SERVICES	COPIER LEASE 11/23	$ 41.95
38076	12/11/2023	PURCHASING	ENGINEERING	CANON FINANCIAL SERVICES	COPIER LEASE 11/23	$ 270.63
38076	12/11/2023	PURCHASING	FINANCE	CANON FINANCIAL SERVICES	COPIER LEASE 11/23	$ 414.60
38076	12/11/2023	PURCHASING	HR/RISK MGT	CANON FINANCIAL SERVICES	COPIER LEASE 11/23	$ 74.43
38076	12/11/2023	PURCHASING	PARKS ADMINISTRATION	CANON FINANCIAL SERVICES	COPIER LEASE 11/23	$ 167.79
38076	12/11/2023	PURCHASING	PLANNING	CANON FINANCIAL SERVICES	COPIER LEASE 11/23	$ 81.19
38076	12/11/2023	PURCHASING	SEWER OPS	CANON FINANCIAL SERVICES	COPIER LEASE 11/23	$ 41.14
38076	12/11/2023	PURCHASING	SOLID WASTE	CANON FINANCIAL SERVICES	COPIER LEASE 11/23	$ 41.14
38076	12/11/2023	PURCHASING	TRANS - FIXED	CANON FINANCIAL SERVICES	COPIER LEASE 11/23	$ 41.95
38076	12/11/2023	PURCHASING	TRANS - DAR	CANON FINANCIAL SERVICES	COPIER LEASE 11/23	$ 41.95
38076	12/11/2023	PURCHASING	WATER OPS	CANON FINANCIAL SERVICES	COPIER LEASE 11/23	$ 41.14
38076	12/11/2023	PURCHASING	WATER QUALITY CONTROL	CANON FINANCIAL SERVICES	COPIER LEASE 11/23	$ 113.66
38076	12/11/2023	PURCHASING	WWTP	CANON FINANCIAL SERVICES	COPIER LEASE 11/23	$ 189.19
38076	12/11/2023	PURCHASING	PD OPS	CANON FINANCIAL SERVICES	COPIER LEASE 11/23	$ 235.93
38076	12/11/2023	PURCHASING	PD OPS	CANON FINANCIAL SERVICES	MPD COPIER 06/23-09/23	$ 407.32
38076	12/11/2023	PURCHASING	PD OPS	CANON FINANCIAL SERVICES	MPD COPIER 11/23	$ 200.26
38077	12/11/2023	FINANCE	COMPUTER MAINT	COMCAST	10/23 SERVICE 8155500320322006	$ 92.88

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
38077	12/11/2023	FINANCE	COMPUTER MAINT	COMCAST	11/23 SERVICE 8155500320322006	$ 92.88
38077	12/11/2023	FINANCE	PD OPS	COMCAST	10/23 SVS 8155500320092096	$ 180.61
38078	12/11/2023	PD OPS	PD OPS	COMMUNITY MEDICAL CENTER	LEGAL BLOOD DRAWS - 0923	$ 175.00
38079	12/11/2023	HR/RISK MGT	HR/RISK MGT	OCCUPATIONAL HEALTH CENTERS OF CA, A MEDIC	PRE-EMPLOYMENT PHYSICAL	$ 1,916.00
38080	12/11/2023	FIRE	FIRE	COOK'S COMMUNICATIONS	RADIO PACKAGE	$ 2,575.15
38081	12/11/2023	HR/RISK MGT	HR/RISK MGT	CPS HR CONSULTING	CONTRACTED SERVICES	$ 605.00
38082	12/11/2023	FINANCE	UB - GARBAGE	DATAPROSE, LLC	09/23 BILLING	$ 2,590.44
38082	12/11/2023	FINANCE	UB - GARBAGE	DATAPROSE, LLC	10/23 BILLING	$ 2,577.82
38082	12/11/2023	FINANCE	UB - SEWER	DATAPROSE, LLC	09/23 BILLING	$ 2,590.45
38082	12/11/2023	FINANCE	UB - SEWER	DATAPROSE, LLC	10/23 BILLING	$ 2,577.83
38082	12/11/2023	FINANCE	UB - WATER	DATAPROSE, LLC	09/23 BILLING	$ 5,180.89
38082	12/11/2023	FINANCE	UB - WATER	DATAPROSE, LLC	10/23 BILLING	$ 5,155.66
38083	12/11/2023	ENGINEERING	ENGINEERING	DIAMOND COMMUNICATIONS	UPDATED SECURITY CODES - ENG	$ 30.00
38083	12/11/2023	GRANTS	INTERMODAL BLDG	DIAMOND COMMUNICATIONS	FIRE ALARM MONITORING - TRANSIT	$ 160.00
38083	12/11/2023	PARKS ADMIN	COMM & REC	DIAMOND COMMUNICATIONS	FIRE ALARM MONITORING - PANAM	$ 72.00
38084	12/11/2023	ENGINEERING	ENGINEERING	FEDERAL EXPRESS	EXPRESS SHIPPING	$ 38.05
38085	12/11/2023	BUILDING	BUILDING	FIRE SAFETY SOLUTIONS, LLC	FIRE PROTECTION SVS 11/16/23-11/30/23	$ 16,845.00
38086	12/11/2023	PD OPS	PD OPS	FRESNO CITY COLLEGE	REGISTRATION FEE - FIELD TRAINING OFFICER	$ 140.00
38087	12/11/2023	GRANTS	INTERMODAL BLDG	GUARDIAN WESTERN SWEEPING INC.	11/23 POWER SWEEPING	$ 387.00
38087	12/11/2023	GRANTS	PARKING DIST OPS	GUARDIAN WESTERN SWEEPING INC.	11/23 POWER SWEEPING	$ 387.00
38088	12/11/2023	FACILITIES	FACILITIES MAINT	JAM SERVICES INC	TRAFFIC SIGNAL LIDS	$ 921.21
38089	12/11/2023	GRANTS	INTERMODAL BLDG	CITY OF MADERA	11/23 UTILITY SERVICE - 3040441-500276	$ 203.83
38089	12/11/2023	GRANTS	INTERMODAL BLDG	CITY OF MADERA	11/23 UTILITY SERVICE - 3040431-500276	$ 102.23
38089	12/11/2023	GRANTS	INTERMODAL BLDG	CITY OF MADERA	11/23 UTILITY SERVICE - 3040421-500276	$ 57.66
38090	12/11/2023	GRANTS	CDBG PUBLIC SVC	MADERA COALITION FOR COMM JUSTICE	CDBG FY 23/24 Q1	$ 3,941.79
38091	12/11/2023	PW ADMIN	AIRPORT OPS	MADERA COUNTY TAX COLLECTOR	2023 PROPERTY TAX APN - 013-220-001-000	$ 2,305.28
38091	12/11/2023	PW ADMIN	AIRPORT OPS	MADERA COUNTY TAX COLLECTOR	2023 PROPERTY TAX APN - 013-010-041-000	$ 5,762.72
38091	12/11/2023	PW ADMIN	AIRPORT OPS	MADERA COUNTY TAX COLLECTOR	2023 PROPERTY TAX APN - 013-010-040-000	$ 3,277.10
38091	12/11/2023	PW ADMIN	AIRPORT OPS	MADERA COUNTY TAX COLLECTOR	2023 PROPERTY TAX APN - 038-050-018-000	$ 315.20
38091	12/11/2023	PW ADMIN	AIRPORT OPS	MADERA COUNTY TAX COLLECTOR	2023 PROPERTY TAX APN - 013-010-039-000	$ 10,970.24
38091	12/11/2023	PW ADMIN	AIRPORT OPS	MADERA COUNTY TAX COLLECTOR	2023 PROPERTY TAX APN - 037-040-004-000	$ 481.10
38092	12/11/2023	ENGINEERING	ENGINEERING	MADERA TRIBUNE	PUBLIC HEARING NOTICE	$ 370.50
38092	12/11/2023	ENGINEERING	TRANSPORTATION IMPACT FEE	MADERA TRIBUNE	PUBLIC HEARING NOTICE	$ 429.00
38092	12/11/2023	GRANTS	CDBG ADMIN	MADERA TRIBUNE	PUBLIC HEARING NOTICE	$ 906.75
38092	12/11/2023	HR/RISK MGT	HR/RISK MGT	MADERA TRIBUNE	JOB ADVERSTISEMENT - OFFICE ASSISTANT	$ 60.80
38093	12/11/2023	PD OPS	MEAS K - PD	MADERA UNIFORM & ACCESSORIES	UNIFORM ACCESSORIES	$ 365.62
38094	12/11/2023	PD OPS	CODE ENF	MOTOROLA SOLUTIONS INC.	RADIO UPGRADES - PD	$ 122.74
38094	12/11/2023	PD OPS	MEAS K - PD	MOTOROLA SOLUTIONS INC.	RADIO UPGRADES - PD	$ 3,685.78
38094	12/11/2023	PD OPS	PD OPS	MOTOROLA SOLUTIONS INC.	RADIO UPGRADES - PD	$ -
38095	12/11/2023	ENGINEERING	LTF - STREETS	NATIONAL DATA & SURVEYING SERVICES	TRAFFIC COUNTS - LAKE ST & ADELL ST	$ 790.00
38096	12/11/2023	PD OPS	MEAS K - PD	OCCU-MED, LTD.	EXAM SERVICES	$ 1,086.00
38097	12/11/2023	PW ADMIN	FACILITIES MAINT	PLATT ELECTRIC SUPPLY, INC.	STREET LIGHTS	$ 5,369.19
38097	12/11/2023	PW ADMIN	PARKS	PLATT ELECTRIC SUPPLY, INC.	DAMAGED WIRE	$ 2,887.34
38098	12/11/2023	WWTP	WWTP	POLYDYNE INC.	SLUDGE DEWATERING POLYMER	$ 28,831.31

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
38099	12/11/2023	ENGINEERING	WATER CAPITAL OUTLAY	PROVOST & PRITCHARD CONSULTING	PROFESSIONAL ENGINEERING SERVICES	$ 1,305.08
38100	12/11/2023	ENGINEERING	WATER CAPITAL OUTLAY	QUAD-KNOPF ENGINEERING	PROFESSIONAL ENGINEERING SERVICES	$ 2,692.78
38101	12/11/2023	WWTP	WWTP	SPARKLETTS	LAB & DRINKING WATER	$ 104.59
38102	12/11/2023	PW ADMIN	WATER QUALITY CONTROL	STATE WATER RESOURCES CONTROL BOARD	GRADE D3 EXAM FEES - BARKER JEFF	$ 100.00
38103	12/11/2023	WWTP	WWTP	SYNAGRO WEST, INC.	BIOSOLIDS DISPOSAL	$ 38,736.54
38104	12/11/2023	ENGINEERING	MEAS T - RTP	TJKM TRANSPORTATION CONSULTANTS	TRAFFIC IMPACT STUDY - R-87	$ 4,455.00
38105	12/11/2023	PD OPS	PD OPS	TRANSUNION RISK & ALTERNATIVE DATA SOL.	DATABASE ACCESS 10/23	$ 210.00
38106	12/11/2023	HR/RISK MGT	COMPUTER MAINT	TYLER TECHNOLOGIES INC.	TYLER DISASTER RECOVERY	$ 15,201.88
38107	12/11/2023	GRANTS	INTERMODAL BLDG	VILLA GARDENING SERVICE INC	06/23 LAWN SERVICE - TRANSIT	$ 500.00
38107	12/11/2023	GRANTS	INTERMODAL BLDG	VILLA GARDENING SERVICE INC	07/23 LAWN SERVICE - TRANSIT	$ 500.00
38107	12/11/2023	GRANTS	INTERMODAL BLDG	VILLA GARDENING SERVICE INC	08/23 LAWN SERVICE - TRANSIT	$ 500.00
38107	12/11/2023	GRANTS	INTERMODAL BLDG	VILLA GARDENING SERVICE INC	09/23 LAWN SERVICE - TRANSIT	$ 500.00
38107	12/11/2023	GRANTS	INTERMODAL BLDG	VILLA GARDENING SERVICE INC	10/23 LAWN SERVICE - TRANSIT	$ 500.00
38108	12/11/2023	FINANCE	BUILDING	VERIZON WIRELESS	CITY CELL PHONE CHARGES 10/11/23-11/10/23	$ 104.02
38108	12/11/2023	FINANCE	CITY COUNCIL	VERIZON WIRELESS	CITY CELL PHONE CHARGES 10/11/23-11/10/23	$ 38.01
38108	12/11/2023	FINANCE	FACILITIES MAINT	VERIZON WIRELESS	CITY CELL PHONE CHARGES 10/11/23-11/10/23	$ 52.01
38108	12/11/2023	FINANCE	FIRE	VERIZON WIRELESS	CITY CELL PHONE CHARGES 10/11/23-11/10/23	$ 152.04
38108	12/11/2023	FINANCE	FLEET MAINT	VERIZON WIRELESS	CITY CELL PHONE CHARGES 10/11/23-11/10/23	$ 2.62
38108	12/11/2023	FINANCE	HR/RISK MGT	VERIZON WIRELESS	CITY CELL PHONE CHARGES 10/11/23-11/10/23	$ 38.01
38108	12/11/2023	FINANCE	PARKS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 10/11/23-11/10/23	$ 1.67
38108	12/11/2023	FINANCE	PLANNING	VERIZON WIRELESS	CITY CELL PHONE CHARGES 10/11/23-11/10/23	$ 52.01
38108	12/11/2023	FINANCE	STREETS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 10/11/23-11/10/23	$ 13.82
38108	12/11/2023	FINANCE	SEWER OPS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 10/11/23-11/10/23	$ 1.67
38108	12/11/2023	FINANCE	STREET CLEANING	VERIZON WIRELESS	CITY CELL PHONE CHARGES 10/11/23-11/10/23	$ 1.67
38108	12/11/2023	FINANCE	WATER OPS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 10/11/23-11/10/23	$ 144.03
38108	12/11/2023	FINANCE	WATER QUALITY CONTROL	VERIZON WIRELESS	CITY CELL PHONE CHARGES 10/11/23-11/10/23	$ 38.01
38108	12/11/2023	FINANCE	WWTP	VERIZON WIRELESS	CITY CELL PHONE CHARGES 10/11/23-11/10/23	$ 76.87
38108	12/11/2023	FINANCE	PD OPS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 10/11/23-11/10/23	$ 494.23
38109	12/11/2023	PW ADMIN	WATER CONSERV	OTP- REBATES	TURF REPLACEMENT REBATE - 6023031	$ 3,000.00
38110	12/11/2023	PARKS ADMIN	SPORTS PROGRAMS	OTP- PARKS REFUNDS	ACTIVITY CANCELLATION REFUND	$ 60.00
38111	12/11/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - SUNRISE ROTARY PAVILION	$ 50.00
38112	12/21/2023	ENGINEERING	ENGINEERING	ACRO SERVICE CORPORATION	TEMP SERVICES - ENGINEERING	$ 4,480.00
38112	12/21/2023	HR/RISK MGT	COMPUTER MAINT	ACRO SERVICE CORPORATION	TEMP SERVICES - NETWORK ADMIN	$ 2,166.72
38113	12/21/2023	PD OPS	PD OPS	T-MOBILE USA, INC.	TIMING ADVANCE - 23M-07221	$ 25.00
38114	12/21/2023	PW ADMIN	AIRPORT OPS	SERVICEMASTER BY J&C BROWN	12/23 JANITORIAL SERVICES	$ 347.82
38114	12/21/2023	PW ADMIN	CENTRAL ADMIN	SERVICEMASTER BY J&C BROWN	12/23 JANITORIAL SERVICES	$ 3,683.20
38114	12/21/2023	PW ADMIN	COMM & REC	SERVICEMASTER BY J&C BROWN	12/23 JANITORIAL SERVICES	$ 7,099.08
38114	12/21/2023	PW ADMIN	ENGINEERING	SERVICEMASTER BY J&C BROWN	12/23 JANITORIAL SERVICES	$ 2,675.43
38114	12/21/2023	PW ADMIN	FINANCE	SERVICEMASTER BY J&C BROWN	12/23 JANITORIAL SERVICES	$ 219.87
38114	12/21/2023	PW ADMIN	INTERMODAL BLDG	SERVICEMASTER BY J&C BROWN	12/23 JANITORIAL SERVICES	$ 526.23
38114	12/21/2023	PW ADMIN	SEWER OPS	SERVICEMASTER BY J&C BROWN	12/23 JANITORIAL SERVICES	$ 679.37
38114	12/21/2023	PW ADMIN	SOLID WASTE	SERVICEMASTER BY J&C BROWN	12/23 JANITORIAL SERVICES	$ 679.37
38114	12/21/2023	PW ADMIN	TRANS - FIXED	SERVICEMASTER BY J&C BROWN	12/23 JANITORIAL SERVICES	$ 878.65
38114	12/21/2023	PW ADMIN	TRANS - DAR	SERVICEMASTER BY J&C BROWN	12/23 JANITORIAL SERVICES	$ 878.65

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38114	12/21/2023	PW ADMIN	UB - GARBAGE	SERVICEMASTER BY J&C BROWN	12/23 JANITORIAL SERVICES	$	219.87
38114	12/21/2023	PW ADMIN	UB - SEWER	SERVICEMASTER BY J&C BROWN	12/23 JANITORIAL SERVICES	$	219.87
38114	12/21/2023	PW ADMIN	UB - WATER	SERVICEMASTER BY J&C BROWN	12/23 JANITORIAL SERVICES	$	439.76
38114	12/21/2023	PW ADMIN	WATER QUALITY CONTROL	SERVICEMASTER BY J&C BROWN	12/23 JANITORIAL SERVICES	$	219.84
38114	12/21/2023	PW ADMIN	WWTP	SERVICEMASTER BY J&C BROWN	12/23 JANITORIAL SERVICES	$	979.48
38114	12/21/2023	PW ADMIN	MEAS K - PD	SERVICEMASTER BY J&C BROWN	12/23 JANITORIAL SERVICES	$	589.52
38114	12/21/2023	PW ADMIN	PD OPS	SERVICEMASTER BY J&C BROWN	12/23 JANITORIAL SERVICES	$	4,276.13
38115	12/21/2023	GRANTS	PROP 1B PTMISEA	RRM DESIGN GROUP	PROFESSIONAL ENG DESIGN - INTERMODAL FACILITY	$	11,989.40
38116	12/21/2023	FINANCE	PAYROLL TRUST	EMPLOYMENT DEVELOPMENT DEPARTMENT	EMPLOYMENT TAX FOR 12/08/23	$	100.59
38117	12/21/2023	PW ADMIN	BEVERAGE CONTAINER RECYCLE	RNS COMMUNICATIONS, INC.	DMV RECYCLING AD	$	6,840.00
38118	12/21/2023	PD OPS	MEAS K - PD	RAUL R. HERRERA JR.	POLYGRAPHS	$	1,000.00
38119	12/21/2023	PD OPS	PD OPS	DIEBERTS CREATIVE COPY INC	BUSINESS CARDS - PD	$	340.99
38120	12/21/2023	GRANTS	TRANS - FIXED	MV TRANSPORTATION, INC.	11/23 TRANSIT OPERATOR	$	90,370.85
38120	12/21/2023	GRANTS	TRANS - DAR	MV TRANSPORTATION, INC.	11/23 TRANSIT OPERATOR	$	62,160.70
38121	12/21/2023	ENGINEERING	WATER CAPITAL OUTLAY	BEYAZ & PATEL, INC.	PROFESSIONAL ENGINEERING SERVICES	$	40,633.30
38122	12/21/2023	PD OPS	PD OPS	CAMP, REYNARD	PER DIEM - ICI HOMICIDE SCHOOL WK 1	$	351.50
38122	12/21/2023	PD OPS	PD OPS	CAMP, REYNARD	PER DIEM - ICI HOMICIDE SCHOOL WK 2	$	351.50
38123	12/21/2023	PD OPS	PD OPS	PACIFIC STORAGE COMPANY	SHREDDING SERVICES	$	339.00
38124	12/21/2023	FACILITIES	FACILITIES MAINT	PRESTIGE CUSTOM GLASS	REMOVE GLASS	$	590.00
38125	12/21/2023	FINANCE	CENTRAL ADMIN	THE PUN GROUP	PROFESSIONAL AUDITING SERVICE	$	10,000.00
38126	12/21/2023	ENGINEERING	WATER OPS	DAVIDS ENGINEERING, INC.	PROFESSIONAL SERVICES	$	1,217.87
38127	12/21/2023	FIRE	FIRE	BAUER COMPRESSORS, INC	NFPA 2018 RIT BAGS FOR E-56 & E-57	$	11,398.73
38127	12/21/2023	FIRE	MEAS K - FIRE	BAUER COMPRESSORS, INC	SELF CONTAINED BREATHING APPARATUS	$	2,533.08
38128	12/21/2023	FINANCE	AIRPORT OPS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 11/16/23-11/30/23	$	68.35
38128	12/21/2023	FINANCE	ANIMAL CONTROL	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 11/16/23-11/30/23	$	253.30
38128	12/21/2023	FINANCE	BUILDING	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 11/16/23-11/30/23	$	176.38
38128	12/21/2023	FINANCE	CODE ENF	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 11/16/23-11/30/23	$	245.07
38128	12/21/2023	FINANCE	DRAINAGE	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 11/16/23-11/30/23	$	417.31
38128	12/21/2023	FINANCE	ENGINEERING	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 11/16/23-11/30/23	$	232.77
38128	12/21/2023	FINANCE	FACILITIES MAINT	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 11/16/23-11/30/23	$	226.59
38128	12/21/2023	FINANCE	FLEET MOTOR POOL	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 11/16/23-11/30/23	$	43.51
38128	12/21/2023	FINANCE	GRAFFITI ABATE	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 11/16/23-11/30/23	$	384.97
38128	12/21/2023	FINANCE	LMD SERVICES	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 11/16/23-11/30/23	$	558.89
38128	12/21/2023	FINANCE	PARKS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 11/16/23-11/30/23	$	2,157.00
38128	12/21/2023	FINANCE	STREETS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 11/16/23-11/30/23	$	1,368.88
38128	12/21/2023	FINANCE	SEWER OPS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 11/16/23-11/30/23	$	1,118.42
38128	12/21/2023	FINANCE	STREET CLEANING	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 11/16/23-11/30/23	$	1,899.19
38128	12/21/2023	FINANCE	TRANS - FIXED	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 11/16/23-11/30/23	$	2,141.05
38128	12/21/2023	FINANCE	TRANS - DAR	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 11/16/23-11/30/23	$	1,948.04
38128	12/21/2023	FINANCE	WATER OPS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 11/16/23-11/30/23	$	2,096.76
38128	12/21/2023	FINANCE	WATER QUALITY CONTROL	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 11/16/23-11/30/23	$	500.19
38128	12/21/2023	FINANCE	WWTP	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 11/16/23-11/30/23	$	116.55
38128	12/21/2023	FINANCE	PD OPS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 11/16/23-11/30/23	$	6,113.05
38128	12/21/2023	FIRE	FIRE	VAN DE POL ENTERPRISES, INC.	FUEL CDF - 11/16/23-11/30/23	$	1,204.24

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38128	12/21/2023	WWTP	WWTP	VAN DE POL ENTERPRISES, INC.	FUEL WWTP - BULK DIESEL	$	9,749.60
38128	12/21/2023	WWTP	WWTP	VAN DE POL ENTERPRISES, INC.	FUEL WWTP - BULK DIESEL	$	5,006.16
38128	12/21/2023	WWTP	WWTP	VAN DE POL ENTERPRISES, INC.	FUEL WWTP - BULK PROPANE	$	2,755.81
38129	12/21/2023	FLEET MAINT	TRANS - FIXED	ALPHA EMPIRE AUTO GROUP, INC.	MISC PARTS	$	610.95
38129	12/21/2023	FLEET MAINT	TRANS - FIXED	ALPHA EMPIRE AUTO GROUP, INC.	PARTS FOR BUS #51	$	877.60
38130	12/21/2023	PD OPS	PD OPS	LAW DOG K9	K9 VENDOR TRAINING	$	300.00
38131	12/21/2023	GRANTS	CDBG PUBLIC SVC	OLIVE CHARITABLE ORGANIZATION	CDBG 23/24 - BENNET HOUSE Q2	$	4,107.33
38132	12/21/2023	PD OPS	PD OPS	CINTAS CORPORATION	MEDICAL SUPPLIES	$	218.77
38133	12/21/2023	FINANCE	WWTP BOND ADMIN	HAWKINS DELAFIELD & WOOD LLP	WATER REVENUE REFUNDING BOND - SERIES 2015	$	1,100.00
38134	12/21/2023	PARKS ADMIN	COMM & REC	O&E TRANSPORTATION LLC	MEX-AM CENTER CLEAN UP	$	6,100.00
38134	12/21/2023	PD OPS	CODE ENF	O&E TRANSPORTATION LLC	FRESNO RIVER LITTER ABATEMENT	$	12,650.00
38135	12/21/2023	PARKS ADMIN	CDBG PUB IMPR	SUPERIOR INTERNATIONAL INDUSTRIES, INC.	CONSTRUCTION SERVICES - MCNALLY PARK	$	10,518.77
38136	12/21/2023	PW ADMIN	AIRPORT OPS	EAGLESHIELD PEST CONTROL	11/23 PEST CONTROL SERVICES	$	39.00
38136	12/21/2023	PW ADMIN	CENTRAL ADMIN	EAGLESHIELD PEST CONTROL	11/23 PEST CONTROL SERVICES	$	39.00
38136	12/21/2023	PW ADMIN	COMM & REC	EAGLESHIELD PEST CONTROL	11/23 PEST CONTROL SERVICES	$	351.00
38136	12/21/2023	PW ADMIN	ENGINEERING	EAGLESHIELD PEST CONTROL	11/23 PEST CONTROL SERVICES	$	78.00
38136	12/21/2023	PW ADMIN	FIRE	EAGLESHIELD PEST CONTROL	11/23 PEST CONTROL SERVICES	$	117.00
38136	12/21/2023	PW ADMIN	INTERMODAL BLDG	EAGLESHIELD PEST CONTROL	11/23 PEST CONTROL SERVICES	$	78.00
38136	12/21/2023	PW ADMIN	PARKS	EAGLESHIELD PEST CONTROL	11/23 PEST CONTROL SERVICES	$	78.00
38136	12/21/2023	PW ADMIN	SEWER OPS	EAGLESHIELD PEST CONTROL	11/23 PEST CONTROL SERVICES	$	19.50
38136	12/21/2023	PW ADMIN	WATER OPS	EAGLESHIELD PEST CONTROL	11/23 PEST CONTROL SERVICES	$	19.50
38136	12/21/2023	PW ADMIN	WWTP	EAGLESHIELD PEST CONTROL	11/23 PEST CONTROL SERVICES	$	39.00
38136	12/21/2023	PW ADMIN	PD OPS	EAGLESHIELD PEST CONTROL	11/23 PEST CONTROL SERVICES	$	39.00
38137	12/21/2023	BUILDING	BUILDING	JOSE MORALES	REIMBURSEMENT - ICC TRAINING	$	470.00
38138	12/21/2023	HR/RISK MGT	COMPUTER MAINT	NETWORKTIGERS, INC.	NETWORK SWITCHES	$	40,474.08
38139	12/21/2023	FINANCE	FINANCE	LEASEQUERY LLC	ACCOUNTING SUBSCRIPTION	$	3,900.00
38140	12/21/2023	WATER QUALITY	WATER QUALITY CONTROL	DELLAVALLE LABORATORY,INC.	WEEKLY SAMPLING	$	3,390.00
38141	12/21/2023	FINANCE	CENTRAL ADMIN	AT&T	11/23 CALNET 3 SERVICE 9391026406	$	26.67
38141	12/21/2023	FINANCE	COMM & REC	AT&T	10/23 CALNET 3 SERVICE 9391026396	$	264.29
38141	12/21/2023	FINANCE	FINANCE	AT&T	11/23 CALNET 3 SERVICE 9391026406	$	26.67
38141	12/21/2023	FINANCE	MEAS K - FIRE	AT&T	10/23 CALNET 3 SERVICE 9391068734	$	56.85
38141	12/21/2023	FINANCE	PARKS	AT&T	11/23 CALNET 3 SERVICE 9391026412	$	162.03
38141	12/21/2023	FINANCE	PARKS ADMINISTRATION	AT&T	11/23 CALNET 3 SERVICE 9391031580	$	278.54
38141	12/21/2023	FINANCE	SEWER OPS	AT&T	11/23 CALNET 3 SERVICE 9391031570	$	196.20
38141	12/21/2023	FINANCE	SEWER OPS	AT&T	11/23 CALNET 3 SERVICE 9391026410	$	54.82
38141	12/21/2023	FINANCE	SR CITIZEN COMM	AT&T	10/23 CALNET 3 SERVICE 9391026398	$	28.87
38141	12/21/2023	FINANCE	SR CITIZEN COMM	AT&T	10/23 CALNET 3 SERVICE 9391026403	$	31.57
38141	12/21/2023	FINANCE	SR CITIZEN COMM	AT&T	11/23 CALNET 3 SERVICE 9391026415	$	68.97
38141	12/21/2023	FINANCE	WWTP	AT&T	11/23 CALNET 3 SERVICE 9391026417	$	40.71
38141	12/21/2023	FINANCE	PD OPS	AT&T	10/23 CALNET 3 SERVICE 9391026401	$	28.83
38141	12/21/2023	FINANCE	PD OPS	AT&T	10/23 CALNET 3 SERVICE 9391059143	$	2,041.87
38141	12/21/2023	FINANCE	PD OPS	AT&T	11/23 CALNET 3 SERVICE 9391020514	$	154.88
38141	12/21/2023	FINANCE	PD OPS	AT&T	11/23 CALNET 3 SERVICE 9391026409	$	28.59
38141	12/21/2023	FINANCE	PD OPS	AT&T	11/23 CALNET 3 SERVICE 9391026414	$	380.81

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38141	12/21/2023	PD OPS	PD OPS	AT&T	11/23 CALNET 3 SERVICE 9391031566	$	154.88
38141	12/21/2023	PD OPS	PD OPS	AT&T	10/23 CALNET 3 SERVICE 9391064552	$	284.97
38141	12/21/2023	PD OPS	PD OPS	AT&T	11/23 CALNET 3 SERVICE 9391064552	$	284.97
38141	12/21/2023	PD OPS	PD OPS	AT&T	11/23 CALNET 3 SERVICE 9391031578	$	166.39
38142	12/21/2023	FINANCE	HR/RISK MGT	AT&T	11/23 CALNET 3 SERVICE 9391026400	$	28.18
38142	12/21/2023	FINANCE	WWTP	AT&T	11/23 CALNET 3 SERVICE 9391026405	$	28.18
38143	12/21/2023	ENGINEERING	SEWER CAPITAL OUTLAY	AECOM TECHNICAL SERVICES, INC.	SS-06 ONCALL FAIRGROUND LIFT STATION MODIFICATION	$	27,758.75
38144	12/21/2023	PW ADMIN	AIRPORT CAPITAL PROJECTS	AGEE CONSTRUCTION CO.,INC	MADERA MUNICIPAL AIRPORT - DRAINAGE	$	1,042,095.00
38145	12/21/2023	ENGINEERING	WATER CAPITAL OUTLAY	AM CONSULTING ENGINEERS, INC.	ON-CALL W-03 & W-04 WATER MAIN UPGRADES	$	2,010.00
38146	12/21/2023	ENGINEERING	SEWER CAPITAL OUTLAY	BLAIR CHURCH & FLYNN	PROFESSIONAL ENGINEERING SERVICES	$	1,052.11
38147	12/21/2023	HR/RISK MGT	CITY MANAGER	BLUE SHIELD OF CALIFORNIA	CITY PAID RETIREE MED BILL 01/01/24-06/30/24	$	1,530.00
38148	12/21/2023	FACILITIES	FACILITIES MAINT	CA DEPARTMENT OF TRANSPORTATION	SHARED COST - CAL-TRANS	$	9,422.02
38149	12/21/2023	PD OPS	PD OPS	CALIFORNIA FORENSIC INSTITUTE	PRE-EMPLOYMENT EXAM	$	900.00
38150	12/21/2023	FACILITIES	WWTP	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE - WWTP	$	310.00
38151	12/21/2023	ENGINEERING	ENGINEERING	CA SURVEYING AND DRAFTING SUPPLY	SERVICE CONTRACT - LICENSE RENEWAL	$	2,100.00
38152	12/21/2023	PURCHASING	AIRPORT OPS	CANON FINANCIAL SERVICES	COPIER LEASE 08/23	$	73.62
38152	12/21/2023	PURCHASING	AIRPORT OPS	CANON FINANCIAL SERVICES	COPIER LEASE 12/23	$	73.62
38152	12/21/2023	PURCHASING	BUILDING	CANON FINANCIAL SERVICES	COPIER LEASE 08/23	$	90.74
38152	12/21/2023	PURCHASING	BUILDING	CANON FINANCIAL SERVICES	COPIER LEASE 12/23	$	90.74
38152	12/21/2023	PURCHASING	CITY CLERK	CANON FINANCIAL SERVICES	COPIER LEASE 08/23	$	41.95
38152	12/21/2023	PURCHASING	CITY CLERK	CANON FINANCIAL SERVICES	COPIER LEASE 12/23	$	41.95
38152	12/21/2023	PURCHASING	ENGINEERING	CANON FINANCIAL SERVICES	COPIER LEASE 08/23	$	270.63
38152	12/21/2023	PURCHASING	ENGINEERING	CANON FINANCIAL SERVICES	COPIER LEASE 12/23	$	270.63
38152	12/21/2023	PURCHASING	FINANCE	CANON FINANCIAL SERVICES	COPIER LEASE 08/23	$	414.60
38152	12/21/2023	PURCHASING	FINANCE	CANON FINANCIAL SERVICES	COPIER LEASE 12/23	$	414.60
38152	12/21/2023	PURCHASING	HR/RISK MGT	CANON FINANCIAL SERVICES	COPIER LEASE 08/23	$	74.43
38152	12/21/2023	PURCHASING	HR/RISK MGT	CANON FINANCIAL SERVICES	COPIER LEASE 12/23	$	74.43
38152	12/21/2023	PURCHASING	PARKS ADMINISTRATION	CANON FINANCIAL SERVICES	COPIER LEASE 08/23	$	167.79
38152	12/21/2023	PURCHASING	PARKS ADMINISTRATION	CANON FINANCIAL SERVICES	COPIER LEASE 12/23	$	167.79
38152	12/21/2023	PURCHASING	PLANNING	CANON FINANCIAL SERVICES	COPIER LEASE 08/23	$	81.19
38152	12/21/2023	PURCHASING	PLANNING	CANON FINANCIAL SERVICES	COPIER LEASE 12/23	$	81.19
38152	12/21/2023	PURCHASING	SEWER OPS	CANON FINANCIAL SERVICES	COPIER LEASE 08/23	$	41.14
38152	12/21/2023	PURCHASING	SEWER OPS	CANON FINANCIAL SERVICES	COPIER LEASE 12/23	$	41.14
38152	12/21/2023	PURCHASING	SOLID WASTE	CANON FINANCIAL SERVICES	COPIER LEASE 08/23	$	41.14
38152	12/21/2023	PURCHASING	SOLID WASTE	CANON FINANCIAL SERVICES	COPIER LEASE 12/23	$	41.14
38152	12/21/2023	PURCHASING	TRANS - FIXED	CANON FINANCIAL SERVICES	COPIER LEASE 08/23	$	41.95
38152	12/21/2023	PURCHASING	TRANS - FIXED	CANON FINANCIAL SERVICES	COPIER LEASE 12/23	$	41.95
38152	12/21/2023	PURCHASING	TRANS - DAR	CANON FINANCIAL SERVICES	COPIER LEASE 08/23	$	41.95
38152	12/21/2023	PURCHASING	TRANS - DAR	CANON FINANCIAL SERVICES	COPIER LEASE 12/23	$	41.95
38152	12/21/2023	PURCHASING	WATER OPS	CANON FINANCIAL SERVICES	COPIER LEASE 08/23	$	41.14
38152	12/21/2023	PURCHASING	WATER OPS	CANON FINANCIAL SERVICES	COPIER LEASE 12/23	$	41.14
38152	12/21/2023	PURCHASING	WATER QUALITY CONTROL	CANON FINANCIAL SERVICES	COPIER LEASE 08/23	$	113.66
38152	12/21/2023	PURCHASING	WATER QUALITY CONTROL	CANON FINANCIAL SERVICES	COPIER LEASE 12/23	$	113.66
38152	12/21/2023	PURCHASING	WWTP	CANON FINANCIAL SERVICES	COPIER LEASE 08/23	$	189.19

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38152	12/21/2023	PURCHASING	WWTP	CANON FINANCIAL SERVICES	COPIER LEASE 12/23	$ 189.19
38152	12/21/2023	PURCHASING	PD OPS	CANON FINANCIAL SERVICES	MPD COPIER 07/23	$ 200.26
38152	12/21/2023	PURCHASING	PD OPS	CANON FINANCIAL SERVICES	COPIER LEASE 08/23	$ 235.93
38152	12/21/2023	PURCHASING	PD OPS	CANON FINANCIAL SERVICES	COPIER LEASE 12/23	$ 235.93
38152	12/21/2023	PURCHASING	PD OPS	CANON FINANCIAL SERVICES	COPIER CHARGES 09/23-12/23	$ 438.70
38153	12/21/2023	HR/RISK MGT	AIRPORT OPS	CSJVRMA	3RD QTR DEPOSITS FY 23/24	$ 8,053.29
38153	12/21/2023	HR/RISK MGT	ANIMAL CONTROL	CSJVRMA	3RD QTR DEPOSITS FY 23/24	$ 8.43
38153	12/21/2023	HR/RISK MGT	AQUATICS PROGRM	CSJVRMA	3RD QTR DEPOSITS FY 23/24	$ 299.71
38153	12/21/2023	HR/RISK MGT	BUILDING	CSJVRMA	3RD QTR DEPOSITS FY 23/24	$ 133.25
38153	12/21/2023	HR/RISK MGT	CENTRAL ADMIN	CSJVRMA	3RD QTR DEPOSITS FY 23/24	$ 12,227.65
38153	12/21/2023	HR/RISK MGT	CODE ENF	CSJVRMA	3RD QTR DEPOSITS FY 23/24	$ 306.76
38153	12/21/2023	HR/RISK MGT	COMM & REC	CSJVRMA	3RD QTR DEPOSITS FY 23/24	$ 8,324.57
38153	12/21/2023	HR/RISK MGT	DRAINAGE	CSJVRMA	3RD QTR DEPOSITS FY 23/24	$ 26,683.41
38153	12/21/2023	HR/RISK MGT	ENGINEERING	CSJVRMA	3RD QTR DEPOSITS FY 23/24	$ 9,873.72
38153	12/21/2023	HR/RISK MGT	FACILITIES MAINT	CSJVRMA	3RD QTR DEPOSITS FY 23/24	$ 1,192.57
38153	12/21/2023	HR/RISK MGT	FIRE	CSJVRMA	3RD QTR DEPOSITS FY 23/24	$ 11,239.42
38153	12/21/2023	HR/RISK MGT	FLEET MAINT	CSJVRMA	3RD QTR DEPOSITS FY 23/24	$ 929.09
38153	12/21/2023	HR/RISK MGT	FLEET MOTOR POOL	CSJVRMA	3RD QTR DEPOSITS FY 23/24	$ 434.22
38153	12/21/2023	HR/RISK MGT	GRAFFITI ABATE	CSJVRMA	3RD QTR DEPOSITS FY 23/24	$ 196.04
38153	12/21/2023	HR/RISK MGT	INTERMODAL BLDG	CSJVRMA	3RD QTR DEPOSITS FY 23/24	$ 1,944.87
38153	12/21/2023	HR/RISK MGT	LMD SERVICES	CSJVRMA	3RD QTR DEPOSITS FY 23/24	$ 80.91
38153	12/21/2023	HR/RISK MGT	PARKS	CSJVRMA	3RD QTR DEPOSITS FY 23/24	$ 24,391.26
38153	12/21/2023	HR/RISK MGT	PAYROLL TRUST	CSJVRMA	3RD QTR DEPOSITS FY 23/24	$ 386,358.00
38153	12/21/2023	HR/RISK MGT	STREETS	CSJVRMA	3RD QTR DEPOSITS FY 23/24	$ 16,097.14
38153	12/21/2023	HR/RISK MGT	SEWER OPS	CSJVRMA	3RD QTR DEPOSITS FY 23/24	$ 17,112.42
38153	12/21/2023	HR/RISK MGT	SOLID WASTE	CSJVRMA	3RD QTR DEPOSITS FY 23/24	$ 1,042.21
38153	12/21/2023	HR/RISK MGT	TRANS - FIXED	CSJVRMA	3RD QTR DEPOSITS FY 23/24	$ 5,131.01
38153	12/21/2023	HR/RISK MGT	WATER OPS	CSJVRMA	3RD QTR DEPOSITS FY 23/24	$ 5,625.50
38153	12/21/2023	HR/RISK MGT	WATER QUALITY CONTROL	CSJVRMA	3RD QTR DEPOSITS FY 23/24	$ 167.98
38153	12/21/2023	HR/RISK MGT	WWTP	CSJVRMA	3RD QTR DEPOSITS FY 23/24	$ 36,875.22
38153	12/21/2023	HR/RISK MGT	PD OPS	CSJVRMA	3RD QTR DEPOSITS FY 23/24	$ 78,701.01
38153	12/21/2023	HR/RISK MGT	SUCCESSOR AGENCY ADMIN	CSJVRMA	3RD QTR DEPOSITS FY 23/24	$ 283.34
38154	12/21/2023	CITY ADMIN	PD OPS	CHIARAMONTE, GIACHINO	PER DIEM - EDC 23-3 SESSION #1	$ 425.50
38155	12/21/2023	FINANCE	PAYROLL TRUST	COLONIAL LIFE & ACCIDENT INSURANCE CO	#E700482-3 FOR 12/08/2023 PAYROLL	$ 1,031.31
38156	12/21/2023	FINANCE	BUILDING	COMCAST	CITY INTERNET CONNECTION 11/23	$ 127.40
38156	12/21/2023	FINANCE	CITY ATTORNEY	COMCAST	CITY INTERNET CONNECTION 11/23	$ 37.70
38156	12/21/2023	FINANCE	CITY CLERK	COMCAST	CITY INTERNET CONNECTION 11/23	$ 37.70
38156	12/21/2023	FINANCE	CODE ENF	COMCAST	CITY INTERNET CONNECTION 11/23	$ 270.92
38156	12/21/2023	FINANCE	COMM & REC	COMCAST	CITY INTERNET CONNECTION 11/23	$ 181.22
38156	12/21/2023	FINANCE	COMPUTER MAINT	COMCAST	CITY INTERNET CONNECTION 11/23	$ 73.84
38156	12/21/2023	FINANCE	ENGINEERING	COMCAST	CITY INTERNET CONNECTION 11/23	$ 252.98
38156	12/21/2023	FINANCE	FACILITIES MAINT	COMCAST	CITY INTERNET CONNECTION 11/23	$ 55.64
38156	12/21/2023	FINANCE	FINANCE	COMCAST	CITY INTERNET CONNECTION 11/23	$ 199.16
38156	12/21/2023	FINANCE	FLEET MAINT	COMCAST	CITY INTERNET CONNECTION 11/23	$ 37.96

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
38156	12/21/2023	FINANCE	GRANT OVERSIGHT	COMCAST	CITY INTERNET CONNECTION 11/23	$ 73.84
38156	12/21/2023	FINANCE	HR/RISK MGT	COMCAST	CITY INTERNET CONNECTION 11/23	$ 73.84
38156	12/21/2023	FINANCE	PARKS	COMCAST	CITY INTERNET CONNECTION 11/23	$ 91.52
38156	12/21/2023	FINANCE	PARKS ADMINISTRATION	COMCAST	CITY INTERNET CONNECTION 11/23	$ 73.58
38156	12/21/2023	FINANCE	PLANNING	COMCAST	CITY INTERNET CONNECTION 11/23	$ 91.00
38156	12/21/2023	FINANCE	STREETS	COMCAST	CITY INTERNET CONNECTION 11/23	$ 91.52
38156	12/21/2023	FINANCE	RECREATION	COMCAST	CITY INTERNET CONNECTION 11/23	$ 109.46
38156	12/21/2023	FINANCE	SEWER OPS	COMCAST	CITY INTERNET CONNECTION 11/23	$ 64.74
38156	12/21/2023	FINANCE	SOLID WASTE	COMCAST	CITY INTERNET CONNECTION 11/23	$ 73.58
38156	12/21/2023	FINANCE	SR CITIZEN COMM	COMCAST	CITY INTERNET CONNECTION 11/23	$ 73.58
38156	12/21/2023	FINANCE	UB - GARBAGE	COMCAST	CITY INTERNET CONNECTION 11/23	$ 60.32
38156	12/21/2023	FINANCE	UB - SEWER	COMCAST	CITY INTERNET CONNECTION 11/23	$ 60.32
38156	12/21/2023	FINANCE	UB - WATER	COMCAST	CITY INTERNET CONNECTION 11/23	$ 118.56
38156	12/21/2023	FINANCE	WATER OPS	COMCAST	CITY INTERNET CONNECTION 11/23	$ 82.68
38156	12/21/2023	FINANCE	WATER QUALITY CONTROL	COMCAST	CITY INTERNET CONNECTION 11/23	$ 37.96
38156	12/21/2023	FINANCE	WWTP	COMCAST	CITY INTERNET CONNECTION 11/23	$ 55.64
38156	12/21/2023	FINANCE	CITY MANAGER	COMCAST	CITY INTERNET CONNECTION 11/23	$ 37.70
38156	12/21/2023	FINANCE	PURCHASING	COMCAST	CITY INTERNET CONNECTION 11/23	$ 55.64
38157	12/21/2023	GRANTS	CDBG PUBLIC SVC	COMMUNITY ACTION PRTNRSHP OF MADERA	CDBG FY 22/23 Q1	$ 2,905.29
38157	12/21/2023	GRANTS	CDBG PUBLIC SVC	COMMUNITY ACTION PRTNRSHP OF MADERA	CDBG CV Q1 FY 23/24	$ 564.55
38158	12/21/2023	PD OPS	UB - GARBAGE	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST SERVICES 11/23	$ 21.88
38158	12/21/2023	PD OPS	UB - SEWER	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST SERVICES 11/23	$ 21.88
38158	12/21/2023	PD OPS	UB - WATER	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST SERVICES 11/23	$ 43.74
38158	12/21/2023	PD OPS	PD OPS	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST SERVICES 11/23	$ 87.50
38159	12/21/2023	ENGINEERING	STORM DRAIN SW QUAD U/A	DMP DEVELOPMENT CORP.	REIMBURSEMENT - STORM DRAIN CARMEL III	$ 145,376.89
38160	12/21/2023	HR/RISK MGT	COMPUTER MAINT	DELL COMPUTER CORPORATION	COMPUTER SOFTWARE FOR MICROCOMPUTERS	$ 10,958.79
38161	12/21/2023	ENGINEERING	ENGINEERING	DIAMOND COMMUNICATIONS	FIRE ALARM MONITORING - ENG	$ 180.00
38161	12/21/2023	FIRE	MEAS K - FIRE	DIAMOND COMMUNICATIONS	FIRE ALARM MONITORING - FIRE #58	$ 345.00
38161	12/21/2023	GRANTS	INTERMODAL BLDG	DIAMOND COMMUNICATIONS	FIRE ALARM MONITORING - TRANSIT	$ 355.00
38161	12/21/2023	PARKS ADMIN	COMM & REC	DIAMOND COMMUNICATIONS	FIRE ALARM INSPECTION - PANAM	$ 759.50
38161	12/21/2023	PARKS ADMIN	COMM & REC	DIAMOND COMMUNICATIONS	SECURITY ALARM MONITORING - FBSC	$ 213.00
38161	12/21/2023	PARKS ADMIN	COMM & REC	DIAMOND COMMUNICATIONS	UPDATED SECURITY CODES - FBSC	$ 30.00
38161	12/21/2023	PARKS ADMIN	COMM & REC	DIAMOND COMMUNICATIONS	UPDATED SECURITY CODES - PANAM	$ 30.00
38161	12/21/2023	PARKS ADMIN	COMM & REC	DIAMOND COMMUNICATIONS	FIRE ALARM CERT - JWYC	$ 275.00
38161	12/21/2023	PARKS ADMIN	COMM & REC	DIAMOND COMMUNICATIONS	OPEN/CLOSE ALARM REPORTS - JWYC	$ 135.00
38161	12/21/2023	PARKS ADMIN	COMM & REC	DIAMOND COMMUNICATIONS	OPEN/CLOSE ALARM REPORTS - PANAM	$ 135.00
38161	12/21/2023	PARKS ADMIN	COMM & REC	DIAMOND COMMUNICATIONS	OPEN/CLOSE ALARM REPORTS - FBSC	$ 135.00
38162	12/21/2023	CITY ADMIN	COMMUNITY PROMO	ECONOMIC DEVELOPMENT COMMISSION	Q2 EDC CONTRIBUTION FY 23/24	$ 45,359.47
38163	12/21/2023	ENGINEERING	ENGINEERING	FEDERAL EXPRESS	EXPRESS SHIPPING	$ 3.04
38164	12/21/2023	PD OPS	PD OPS	FRESNO CITY COLLEGE	REGISTRATION FEE - POST SUPERVISOR	$ 299.00
38165	12/21/2023	HR/RISK MGT	PD OPS	GAONA, JUAN	TUITION REIMBURSEMENT	$ 459.00
38166	12/21/2023	GRANTS	INTERMODAL BLDG	GUARDIAN WESTERN SWEEPING INC.	12/23 POWER SWEEPING	$ 387.00
38166	12/21/2023	GRANTS	PARKING DIST OPS	GUARDIAN WESTERN SWEEPING INC.	12/23 POWER SWEEPING	$ 387.00
38167	12/21/2023	FLEET ACQUISITION	FLEET ACQUISITION	LEHR AUTO ELECTRIC	PD PATROL K9 CAGE	$ 6,237.32

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
38168	12/21/2023	FINANCE	WATER CONSERV	CITY OF MADERA	SMART IRR CONTROLLER REBATE - 9189235	$ 95.99
38168	12/21/2023	FINANCE	WATER CONSERV	CITY OF MADERA	TOILET REBATE -	$ 100.00
38168	12/21/2023	FINANCE	WATER CONSERV	CITY OF MADERA	TOILET REBATE - 9916396	$ 100.00
38168	12/21/2023	FINANCE	WATER CONSERV	CITY OF MADERA	CLOTHES WASHER REBATE - 9919324	$ 200.00
38168	12/21/2023	FINANCE	WATER CONSERV	CITY OF MADERA	CLOTHES WASHER REBATE - 9918130	$ 200.00
38168	12/21/2023	FINANCE	WATER CONSERV	CITY OF MADERA	CLOTHES WASHER REBATE - 10000747	$ 200.00
38168	12/21/2023	FINANCE	WATER CONSERV	CITY OF MADERA	CLOTHES WASHER REBATE - 7307006	$ 200.00
38168	12/21/2023	FINANCE	WATER CONSERV	CITY OF MADERA	CLOTHES WASHER REBATE - 9926203	$ 200.00
38169	12/21/2023	PW ADMIN	AIRPORT OPS	MADERA COUNTY ENVIRONMENTAL HEALTH DEPT	CUPA OVERSIGHT SURCHARGE	$ 533.00
38169	12/21/2023	WWTP	WWTP	MADERA COUNTY ENVIRONMENTAL HEALTH DEPT	WWTP OPERATING PERMITS	$ 954.00
38169	12/21/2023	FLEET MAINT	FLEET MAINT	MADERA COUNTY ENVIRONMENTAL HEALTH DEPT	CUPA OVERSIGHT SURCHARGE	$ 967.00
38170	12/21/2023	GRANTS	CDBG PUBLIC SVC	MADERA RESCUE MISSION, INC.	CDBG FY 22/23 HOMELESS PROGRAM	$ 8,289.04
38171	12/21/2023	CITY CLERK	CITY CLERK	MADERA TRIBUNE	PUBLICATION OF ORDINANCE - 1004 CS	$ 338.00
38171	12/21/2023	ENGINEERING	MEAS T - ENVIRO	MADERA TRIBUNE	REQUEST FOR BID - ALY-01/ALY-03	$ 1,439.10
38171	12/21/2023	HR/RISK MGT	HR/RISK MGT	MADERA TRIBUNE	JOB ADVERSTISEMENT - BUILD INTERN	$ 79.80
38171	12/21/2023	PARKS ADMIN	PROP 68 GRANT	MADERA TRIBUNE	PROP 68 - LTC RESTROOM REHAB	$ 1,325.00
38172	12/21/2023	FLEET MAINT	CODE ENF	MADERA UNIFIED SCHOOL DISTRICT	CNG FUEL USAGE PW - 10/01/23-10/31/23	$ 5.60
38172	12/21/2023	FLEET MAINT	ENGINEERING	MADERA UNIFIED SCHOOL DISTRICT	CNG FUEL USAGE PW - 10/01/23-10/31/23	$ 51.99
38172	12/21/2023	FLEET MAINT	FLEET MOTOR POOL	MADERA UNIFIED SCHOOL DISTRICT	CNG FUEL USAGE PW - 10/01/23-10/31/23	$ 6.25
38172	12/21/2023	FLEET MAINT	LMD SERVICES	MADERA UNIFIED SCHOOL DISTRICT	CNG FUEL USAGE PW - 10/01/23-10/31/23	$ 120.77
38172	12/21/2023	FLEET MAINT	PARKS	MADERA UNIFIED SCHOOL DISTRICT	CNG FUEL USAGE PW - 10/01/23-10/31/23	$ 138.80
38172	12/21/2023	FLEET MAINT	STREETS	MADERA UNIFIED SCHOOL DISTRICT	CNG FUEL USAGE PW - 10/01/23-10/31/23	$ 90.02
38173	12/21/2023	FLEET MAINT	CODE ENF	MADERA UNIFIED SCHOOL DISTRICT	CNG FUEL USAGE PW - 09/01/23-09/30/23	$ 14.83
38173	12/21/2023	FLEET MAINT	ENGINEERING	MADERA UNIFIED SCHOOL DISTRICT	CNG FUEL USAGE PW - 09/01/23-09/30/23	$ 26.97
38173	12/21/2023	FLEET MAINT	LMD SERVICES	MADERA UNIFIED SCHOOL DISTRICT	CNG FUEL USAGE PW - 09/01/23-09/30/23	$ 89.42
38173	12/21/2023	FLEET MAINT	PARKS	MADERA UNIFIED SCHOOL DISTRICT	CNG FUEL USAGE PW - 09/01/23-09/30/23	$ 150.54
38173	12/21/2023	FLEET MAINT	STREETS	MADERA UNIFIED SCHOOL DISTRICT	CNG FUEL USAGE PW - 09/01/23-09/30/23	$ 46.67
38174	12/21/2023	PD OPS	PD OPS	MADERA UNIFORM & ACCESSORIES	UNIFORM ACCESSORIES	$ 940.36
38175	12/21/2023	PARKS ADMIN	AQUATICS PROGRM	MAMMOTH OXYGEN	CO2 FOR POOL	$ 343.69
38175	12/21/2023	PARKS ADMIN	COMM & REC	MAMMOTH OXYGEN	CO2 FOR POOL	$ 108.00
38176	12/21/2023	PW ADMIN	STREETS	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL	$ 21,680.21
38176	12/21/2023	PW ADMIN	WWTP	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL	$ 1,362.24
38177	12/21/2023	PD OPS	MEAS K - PD	MOTOROLA SOLUTIONS INC.	PD - BODY-WORN CAMERAS	$ 114,354.42
38177	12/21/2023	PD OPS	MEAS K - PD	MOTOROLA SOLUTIONS INC.	PD - RADIOS	$ 7,238.57
38177	12/21/2023	PD OPS	PD OPS	MOTOROLA SOLUTIONS INC.	PD - RADIOS	$ 29,057.23
38178	12/21/2023	PD OPS	PD OPS	OCCU-MED, LTD.	EXAM SERVICES	$ 1,676.00
38179	12/21/2023	PARKS ADMIN	SPECIAL LEGISLATIVE GRANT	O'DELL ENGINEERING, INC.	DESIGN SVS - LTC TRAILS	$ 44,528.50
38180	12/21/2023	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	11/23 SERVICE 3819620697-3	$ 131.50
38180	12/21/2023	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	11/23 SERVICE 8126770647-1	$ 262.22
38180	12/21/2023	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	11/23 SERVICE 3533032414-2	$ 6,198.36
38180	12/21/2023	FINANCE	COMM & REC	PACIFIC GAS & ELECTRIC	11/23 SERVICE 8307681856-2	$ 756.41
38180	12/21/2023	FINANCE	COMM & REC	PACIFIC GAS & ELECTRIC	11/23 SERVICE 3533032414-2	$ 2,198.83
38180	12/21/2023	FINANCE	DRAINAGE	PACIFIC GAS & ELECTRIC	11/23 SERVICE 3533032414-2	$ 7,645.97
38180	12/21/2023	FINANCE	ENGINEERING	PACIFIC GAS & ELECTRIC	11/23 SERVICE 2000655655-7	$ 1,413.62

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38180	12/21/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	11/23 SERVICE 6690755760-8	$ 93.34
38180	12/21/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	11/23 SERVICE 1619119913-8	$ 129.76
38180	12/21/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	11/23 SERVICE 7949615676-5	$ 22.00
38180	12/21/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	11/23 SERVICE 3642526071-2	$ 78.01
38180	12/21/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	11/23 SERVICE 8178280304-3	$ 205.18
38180	12/21/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	11/23 SERVICE 3499945233-6	$ 96.30
38180	12/21/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	11/23 SERVICE 3352588453-3	$ 158.11
38180	12/21/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	11/23 SERVICE 7928098441-4	$ 61.32
38180	12/21/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	11/23 SERVICE 4318089701-9	$ 26.34
38180	12/21/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	11/23 SERVICE 5237156686-1	$ 41.09
38180	12/21/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	11/23 SERVICE 1013877191-9	$ 73.84
38180	12/21/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	11/23 SERVICE 3533032414-2	$ 33,186.99
38180	12/21/2023	FINANCE	FIRE	PACIFIC GAS & ELECTRIC	11/23 SERVICE 2173157566-4	$ 2,027.13
38180	12/21/2023	FINANCE	FIRE	PACIFIC GAS & ELECTRIC	11/23 SERVICE 3533032414-2	$ 912.96
38180	12/21/2023	FINANCE	INTERMODAL BLDG	PACIFIC GAS & ELECTRIC	11/23 SERVICE 3533032414-2	$ 735.39
38180	12/21/2023	FINANCE	PARKING DIST OPS	PACIFIC GAS & ELECTRIC	11/23 SERVICE 3533032414-2	$ 66.15
38180	12/21/2023	FINANCE	PARKS	PACIFIC GAS & ELECTRIC	11/23 SERVICE 3533032414-2	$ 8,820.73
38180	12/21/2023	FINANCE	SEWER OPS	PACIFIC GAS & ELECTRIC	11/23 SERVICE 3533032414-2	$ 2,376.92
38180	12/21/2023	FINANCE	SOLID WASTE	PACIFIC GAS & ELECTRIC	11/23 SERVICE 3533032414-2	$ 262.98
38180	12/21/2023	FINANCE	SR CITIZEN COMM	PACIFIC GAS & ELECTRIC	11/23 SERVICE 3533032414-2	$ 93.37
38180	12/21/2023	FINANCE	WATER OPS	PACIFIC GAS & ELECTRIC	11/23 SERVICE 9651992016-7	$ 216.81
38180	12/21/2023	FINANCE	WATER OPS	PACIFIC GAS & ELECTRIC	11/23 SERVICE 9172110863-6	$ 14,716.20
38180	12/21/2023	FINANCE	WATER OPS	PACIFIC GAS & ELECTRIC	11/23 SERVICE 3533032414-2	$ 145,219.91
38180	12/21/2023	FINANCE	WWTP	PACIFIC GAS & ELECTRIC	11/23 SERVICE 1902328695-8	$ 11.71
38180	12/21/2023	FINANCE	WWTP	PACIFIC GAS & ELECTRIC	11/23 SERVICE 3533032414-2	$ 158.34
38180	12/21/2023	FINANCE	ZONE 24 ACTIVITIES	PACIFIC GAS & ELECTRIC	11/23 SERVICE 3533032414-2	$ 9.90
38180	12/21/2023	FINANCE	ZONE 31A ACTIVITIES	PACIFIC GAS & ELECTRIC	11/23 SERVICE 3533032414-2	$ 29.60
38180	12/21/2023	FINANCE	ZONE 20B ACTIVITIES	PACIFIC GAS & ELECTRIC	11/23 SERVICE 3533032414-2	$ 21.08
38180	12/21/2023	FINANCE	ZONE 27B ACTIVITIES	PACIFIC GAS & ELECTRIC	11/23 SERVICE 3533032414-2	$ 10.64
38180	12/21/2023	FINANCE	ZONE 2 ACTIVITIES	PACIFIC GAS & ELECTRIC	11/23 SERVICE 3533032414-2	$ 51.74
38180	12/21/2023	FINANCE	ZONE 3 ACTIVITIES	PACIFIC GAS & ELECTRIC	11/23 SERVICE 3533032414-2	$ 39.14
38180	12/21/2023	FINANCE	ZONE 31B ACTIVITIES	PACIFIC GAS & ELECTRIC	11/23 SERVICE 3533032414-2	$ 29.60
38180	12/21/2023	FINANCE	ZONE 4 ACTIVITIES	PACIFIC GAS & ELECTRIC	11/23 SERVICE 3533032414-2	$ 9.80
38180	12/21/2023	FINANCE	ZONE 6A ACTIVITIES	PACIFIC GAS & ELECTRIC	11/23 SERVICE 3533032414-2	$ 65.51
38180	12/21/2023	FINANCE	ZONE 29C ACTIVITIES	PACIFIC GAS & ELECTRIC	11/23 SERVICE 3533032414-2	$ 10.77
38180	12/21/2023	FINANCE	ZONE 8 ACTIVITIES	PACIFIC GAS & ELECTRIC	11/23 SERVICE 3533032414-2	$ 67.42
38180	12/21/2023	FINANCE	ZONE 16 ACTIVITIES	PACIFIC GAS & ELECTRIC	11/23 SERVICE 3533032414-2	$ 22.05
38180	12/21/2023	FINANCE	ZONE 13 ACTIVITIES	PACIFIC GAS & ELECTRIC	11/23 SERVICE 3533032414-2	$ 143.72
38181	12/21/2023	ENGINEERING	WATER WELL IMPACT FEE	PACIFIC GAS & ELECTRIC	PUMP INSTALL - WELL #37	$ 1,292.36
38182	12/21/2023	PD OPS	ANIMAL CONTROL	PECK'S PRINTERY	PD - DOG LICENSE RECEIPTS	$ 211.09
38183	12/21/2023	PW ADMIN	AIRPORT OPS	PITNEY BOWES, INC.	POSTAGE FEES	$ 55.94
38183	12/21/2023	PW ADMIN	FACILITIES MAINT	PITNEY BOWES, INC.	POSTAGE FEES	$ 55.94
38183	12/21/2023	PW ADMIN	FLEET MAINT	PITNEY BOWES, INC.	POSTAGE FEES	$ 55.94
38183	12/21/2023	PW ADMIN	STREETS	PITNEY BOWES, INC.	POSTAGE FEES	$ 55.94

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38183	12/21/2023	PW ADMIN	SEWER OPS	PITNEY BOWES, INC.	POSTAGE FEES	$ 55.94
38183	12/21/2023	PW ADMIN	WATER OPS	PITNEY BOWES, INC.	POSTAGE FEES	$ 55.94
38183	12/21/2023	PW ADMIN	WATER QUALITY CONTROL	PITNEY BOWES, INC.	POSTAGE FEES	$ 55.98
38183	12/21/2023	PW ADMIN	WWTP	PITNEY BOWES, INC.	POSTAGE FEES	$ 55.94
38183	12/21/2023	PW ADMIN	PURCHASING	PITNEY BOWES, INC.	POSTAGE FEES	$ 55.94
38184	12/21/2023	WWTP	WWTP	POLYDYNE INC.	SLUDGE DEWATERING POLYMER	$ 19,220.87
38185	12/21/2023	ENGINEERING	WATER CAPITAL OUTLAY	PROVOST & PRITCHARD CONSULTING	PROFESSIONAL ENGINEERING SVS	$ 40,419.84
38186	12/21/2023	FIRE	FIRE	SCHOETTLER TIRE, INC.	TIRES FOR E-56	$ 2,670.15
38186	12/21/2023	FLEET MAINT	FLEET MAINT	SCHOETTLER TIRE, INC.	TIRES #4701	$ 2,597.83
38187	12/21/2023	STREETS	STREETS	SEAL RITE PAVING	ASPHALT PAVING	$ 60,913.40
38188	12/21/2023	FLEET MAINT	FLEET MAINT	SEQUOIA EQUIPMENT CO. INC	UNIT #4702 HYDRAULIC PUMP REPLACEMENT	$ 14,265.76
38189	12/21/2023	WWTP	WWTP	SPARKLETTS	WWTP - LAB & DRINKING WATER	$ 58.10
38190	12/21/2023	PW ADMIN	SEWER OPS	STATE WATER RESOURCES CONTROL BOARD	ANNUAL PERMIT FEE FAC ID: 5C200101003	$ 4,424.00
38190	12/21/2023	PW ADMIN	SEWER OPS	STATE WATER RESOURCES CONTROL BOARD	ANNUAL PERMIT FEE FAC ID: 4DW0302	$ 3,576.00
38191	12/21/2023	FINANCE	PAYROLL TRUST	STATE OF CALIFORNIA	FRANCHISE TAX DEDUCTIONS FOR 12/08/23 PAYROLL	$ 25.00
38192	12/21/2023	GRANTS	INTERMODAL BLDG	TECH. MASTER PEST MANAGEMENT	SQUIRREL CONTROL - TRANSIT	$ 300.00
38193	12/21/2023	PARKS ADMIN	COMM & REC	TK ELEVATOR CORPORATION	YC ELEVATOR MAINTENANCE	$ 315.17
38194	12/21/2023	PD OPS	PD OPS	TRANSUNION RISK & ALTERNATIVE DATA SOL.	DATABASE ACCESS 11/23	$ 210.00
38195	12/21/2023	PW ADMIN	FACILITIES MAINT	UNDERGROUND SERVICE ALERT	MEMBERSHIP FEE 2023	$ 11.09
38195	12/21/2023	PW ADMIN	STREETS	UNDERGROUND SERVICE ALERT	MEMBERSHIP FEE 2023	$ 11.10
38195	12/21/2023	PW ADMIN	SEWER OPS	UNDERGROUND SERVICE ALERT	MEMBERSHIP FEE 2023	$ 11.09
38195	12/21/2023	PW ADMIN	WATER OPS	UNDERGROUND SERVICE ALERT	MEMBERSHIP FEE 2023	$ 11.09
38196	12/21/2023	PD OPS	MEAS K - PD	WEBSTER, NICHOLAS	PER DIEM - SLI SESSION #8	$ 258.75
38197	12/21/2023	PD OPS	GENERAL TRUST	ASSET FORFEITURE/OTHER PD	PD - PINK PATCH	$ 780.00
38198	12/21/2023	PW ADMIN	WATER CONSERV	OTP- REBATES	TURF REPLACEMENT REBATE - 9920733	$ 2,555.00
38199	12/21/2023	PW ADMIN	WATER CONSERV	OTP- REBATES	TURF REPLACEMENT REBATE - 9924680	$ 3,000.00
38200	12/21/2023	FINANCE	AIRPORT OPER FUND	AR REFUNDS	DEPOSIT REFUND - HANGAR 90	$ 160.00
38201	12/21/2023	FINANCE	WATER FUND	AR REFUNDS	DEPOSIT REFUND - METER 17	$ 1,700.00
38202	12/21/2023	FINANCE	WATER FUND	AR REFUNDS	DEPOSIT REFUND - METER 4	$ 1,700.00
38203	12/21/2023	FINANCE	WATER FUND	AR REFUNDS	DEPOSIT REFUND - METER 20	$ 1,700.00
38203	12/21/2023	FINANCE	WATER UTILITY	AR REFUNDS	DEPOSIT REFUND - METER 20	$ (250.56)
38204	12/21/2023	FINANCE	WATER FUND	AR REFUNDS	DEPOSIT REFUND - METER 1	$ 1,700.00
38205	12/21/2023	BUILDING	BUILDING	BLDING/PLAN REFNDS	JOB CANCELLED - REIMBURSE FEE	$ 9,511.45
38206	12/21/2023	PARKS ADMIN	PARKS	OTP- PARKS REFUNDS	DEPOSIT REFUND - SUNRISE ROTARY SOCCER 7	$ 50.00
38207	12/21/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - SUNRISE ROTARY SOCCER 7	$ 50.00
38208	12/21/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - SUNRISE ROTARY SOCCER 7	$ 50.00
38209	12/21/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - ROTARY PAVILION	$ 50.00
38210	12/21/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - PANAM GYM	$ 500.00
38211	12/21/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - SUNRISE ROTARY PAVILION	$ 50.00
38212	12/21/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - ROTARY PAVILION	$ 50.00
38213	12/21/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - SUNRISE ROTARY PAVILION	$ 50.00
38214	12/21/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - PANAM GYM	$ 200.00
38215	12/21/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - PANAM GYM	$ 500.00
38216	12/21/2023	PARKS ADMIN	PARKS	OTP- PARKS REFUNDS	DEPOSIT REFUND - SUNRISE ROTARY PAVILION	$ 50.00

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38217	12/21/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PAVILION	$ 50.00
38218	12/21/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	PARK DEPOSIT REFUND - LTC BALL FIELD 9	$ 50.00
38219	12/21/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - SUNRISE ROTARY SOCCER 6A	$ 50.00
38220	12/21/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - ROTARY PAVILION	$ 50.00
38221	12/21/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - SUNRISE ROTARY PAVILION	$ 50.00
38222	12/21/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PAVILION	$ 50.00
38223	12/21/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - SUNRISE ROTARY N & S BALLFIELDS	$ 50.00
38224	12/21/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - SUNRISE ROTARY SOCCCER 1-4	$ 50.00
38225	12/21/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	PARK DEPOSIT REFUND - LTC BALL FIELD 7 & 9	$ 50.00
38226	12/21/2023	PARKS ADMIN	PARKS	OTP- PARKS REFUNDS	REFUND CREDIT BALANCE	$ 410.34
38227	12/21/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - SUNRISE ROTARY SOCCCER 3 & 4	$ 50.00
38228	12/21/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - SUNRISE ROTARY PAVILION	$ 50.00
38229	12/21/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - SUNRISE ROTARY NORTH BALLFIELD	$ 50.00
38230	12/21/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - SUNRISE ROTARY PAVILION	$ 50.00
38231	12/21/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - PANAM GYM	$ 500.00
38232	12/21/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - ROTARY PAVILION	$ 50.00
38233	12/21/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - PANAM MULTI-ROOM	$ 100.00
38234	12/21/2023	PARKS ADMIN	PARKS	OTP- PARKS REFUNDS	REFUND CREDIT BALANCE	$ 576.25
38235	12/21/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - SUNRISE ROTARY SOCCER 1	$ 50.00
38236	12/21/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PAVILION	$ 50.00
38237	12/21/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - SUNRISE ROTARY SOUTH BALLFIELD	$ 50.00
38238	12/21/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PAVILION	$ 50.00
38239	12/21/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - SUNRISE ROTARY N & S BALLFIELDS	$ 50.00
38240	12/21/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - ROTARY PAVILION	$ 50.00
38241	12/21/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - SUNRISE ROTARY N & S BALLFIELDS	$ 50.00
38242	12/21/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - SUNRISE ROTARY SOCCER 1-3 & 6A	$ 50.00
38243	12/21/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - SUNRISE ROTARY SOUTH BALLFIELD	$ 50.00
38244	12/21/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PICNIC AREA 1	$ 50.00
38245	12/21/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND ACCT 9924364	$ 1,956.13
38246	12/21/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND ACCT 9921267	$ 442.89
38247	12/21/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND ACCT 9899855	$ 149.47
38248	12/21/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND ACCT 9916417	$ 120.38
38249	12/21/2023	FINANCE	WATER UTILITY	OTP- UB REFUNDS	UB TERM REFUND - 9924853-552412	$ 121.28
38250	12/21/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND ACCT 9922350	$ 322.76
38251	12/21/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND ACCT 9916381	$ 131.63
38252	12/21/2023	FINANCE	WATER UTILITY	OTP- UB REFUNDS	UB TERM REFUND - 10000689-554165	$ 24.93
38253	12/21/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND ACCT 9923289	$ 127.57
38254	12/21/2023	FINANCE	WATER UTILITY	OTP- UB REFUNDS	UB TERM REFUND - 9920101-510384	$ 77.96
38255	12/21/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND ACCT 9923511	$ 177.21
38256	12/21/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND ACCT 10000298	$ 184.38
38257	12/21/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND ACCT 9896355	$ 149.00
38258	12/21/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND ACCT 5272004	$ 139.80
38259	12/21/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND ACCT 9922787	$ 133.90
38260	12/21/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND ACCT 10000356	$ 255.79

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38261	12/21/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND ACCT 9018001	$	158.45
38262	12/21/2023	FINANCE	GENERAL FUND	OTP- UB REFUNDS	REFUND - PYMT POSTED IN ERROR	$	99.03
38263	12/21/2023	FINANCE	WATER UTILITY	OTP- UB REFUNDS	UB TERM REFUND - 9924658-513124	$	103.41
38264	12/21/2023	FINANCE	WATER UTILITY	OTP- UB REFUNDS	UB TERM REFUND - 9907187-506473	$	108.50
38265	12/21/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND ACCT 10000909	$	122.79
38266	12/21/2023	FINANCE	WATER FUND	OTP- UB REFUNDS	DEPOSIT FROM MAIS TO MUNIS - 9894503-504099	$	230.47
38267	12/21/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND ACCT 9924947	$	38.56
38268	12/21/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND ACCT 9900026	$	161.44
38269	12/21/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND ACCT 9894887	$	135.09
38270	12/21/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND ACCT 9925894	$	470.00
38271	12/21/2023	FINANCE	WATER UTILITY	OTP- UB REFUNDS	UB TERM REFUND - 9638071-502988	$	115.04
38272	12/21/2023	FINANCE	WATER UTILITY	OTP- UB REFUNDS	UB TERM REFUND - 9923029-552614	$	150.00
38273	12/21/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND ACCT 10000336	$	198.59
38274	12/21/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND ACCT 9894591	$	326.32
38275	12/21/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND ACCT 9925094	$	113.53
38276	12/21/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND ACCT 9924674	$	173.33
38277	12/21/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND ACCT 9913763	$	312.03
387	12/11/2023	FINANCE	PAYROLL TRUST	MISSION SQUARE - 302351	PLAN #302351 CONTRIBS FOR 12/08/23 PAYROLL	$	27,469.08
388	12/12/2023	FINANCE	PAYROLL TRUST	NAVIA BENEFIT SOLUTIONS INC	FSA SECTION 125 DISBURSEMENT 12/12/2023	$	1,593.51
389	12/12/2023	FINANCE	PAYROLL TRUST	NPC-ORCHARD TRUST COMPANY	PLAN #340227-01 FOR 12/08/2023	$	12,537.53
390	12/12/2023	FINANCE	PAYROLL TRUST	NPC-ORCHARD TRUST COMPANY	PLAN #340227-02 FOR 12/08/2023	$	2,701.98
391	12/18/2023	FINANCE	SOLID WASTE	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL SVS 09/23	$	580,893.00
391	12/18/2023	FINANCE	SOLID WASTE	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL SVS 10/23	$	585,112.41
392	12/20/2023	HR/RISK MGT	CITY CLERK	EMPLOYEE BENEFIT SPECIALISTS, INC.	12/23 BENEFIT PREMIUMS	$	923.00
392	12/20/2023	HR/RISK MGT	PAYROLL TRUST	EMPLOYEE BENEFIT SPECIALISTS, INC.	12/23 BENEFIT PREMIUMS	$	366,766.73
392	12/20/2023	HR/RISK MGT	PD OPS	EMPLOYEE BENEFIT SPECIALISTS, INC.	12/23 BENEFIT PREMIUMS	$	1,523.00
393	12/20/2023	HR/RISK MGT	CITY CLERK	EMPLOYEE BENEFIT SPECIALISTS, INC.	BENEFIT PREMIUMS 01/24	$	966.00
393	12/20/2023	HR/RISK MGT	PAYROLL TRUST	EMPLOYEE BENEFIT SPECIALISTS, INC.	BENEFIT PREMIUMS 01/24	$	396,034.59
393	12/20/2023	HR/RISK MGT	PD OPS	EMPLOYEE BENEFIT SPECIALISTS, INC.	BENEFIT PREMIUMS 01/24	$	1,566.00
394	12/20/2023	FINANCE	PAYROLL TRUST	NAVIA BENEFIT SOLUTIONS INC	FSA SECTION 125 DISBURSEMENT 12/20/2023	$	409.22
395	12/26/2023	FINANCE	PAYROLL TRUST	NPC-ORCHARD TRUST COMPANY	PLAN #340227-01 FOR 12/22/2023	$	13,766.47
396	12/26/2023	FINANCE	PAYROLL TRUST	NPC-ORCHARD TRUST COMPANY	PLAN #340227-02 FOR 12/22/2023	$	3,420.46
397	12/28/2023	FINANCE	PAYROLL TRUST	NAVIA BENEFIT SOLUTIONS INC	FSA SECTION 125 DISBURSEMENT 12/28/2023	$	448.11
398	12/29/2023	FINANCE	SEWER FUND	BANK OF NEW YORK MELLON	2015 WASTEWATER REV REF BOND PMT	$	230,305.83
399	01/02/2024	FINANCE	PAYROLL TRUST	MISSION SQUARE - 302351	PLAN #302351 CONTRIBS FOR 12/22/23 PAYROLL	$	28,476.13
400	01/03/2024	FINANCE	PAYROLL TRUST	MID-MGMT EMPLOYEE GROUP	12/23 MONTHLY DUES	$	2,285.00
401	01/04/2024	FINANCE	PAYROLL TRUST	NAVIA BENEFIT SOLUTIONS INC	FSA SECTION 125 DISBURSEMENT 01/04/2024	$	112.84
			BANK #1 - US BANK GENERAL ACCOUNT TOTAL			**$**	**6,317,452.66**

REPORT TO CITY COUNCIL

Approved by:

Wendy Silva, Director of Human Resources

Arnoldo Rodriguez, City Manager

Council Meeting of: January 17, 2024

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) did not meet in January 2024.

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
Jose Luis Carrasquillo Quinero	Public Works Maintenance Worker I	Public Works – Water Division	PT	12/4/23
Gary Price	Director of Information Technology	Information Technology	FT	12/18/23
Sergio Hernandez	Police Officer Trainee	Police	FT	1/2/24
Christopher Flores Vasquez	Public Works Maintenance Worker I	Public Works – Water Division	PT	1/2/24

*Status: FT = Full Time, PT = Part Time, RA = Retired Annuitant

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
Brian Rosas	Police Officer I	Police Officer II	10/2/23
Sandra Higareda Ascencio	Police Officer I	Police Officer II	12/17/23
Kayla Bianchi	Police Officer II	Police Corporal	12/30/23
Steven Boehm	Police Corporal	Police Sergeant	12/30/23
Mark Adams	Police Sergeant	Police Lieutenant	12/30/23

The following employees separated from employment since our last report.

Table 3: *Separations*				
Name	Position	Department	Status*	Effective Date
Alondra Preciado	Lifeguard/Program Leader I	Parks & Community Services	PT	10/13/23
Joseph Velasquez	Lifeguard	Parks & Community Services	PT	12/13/23
Asa Joseph Lemus	Program Leader – After School Program	Parks & Community Services	PT	12/21/23
Ariana Alicia Cosio-Soria	Program Leader – After School Program	Parks & Community Services	PT	12/22/23
Rosario Navarro	Park Aide	Parks & Community Services	PT	12/22/23
Veronica Duran	Park Aide	Parks & Community Services	PT	12/22/23
Oscar Calderon	Park Aide	Parks & Community Services	PT	12/27/23
Mark Trukki	Police Lieutenant	Police	FT	12/28/23
Shelby Villa	Human Resources Technician II	Human Resources	FT	12/29/23
Gary Conte	Planning Manager	Planning	FT	1/5/24

*Status: FT = Full Time, PT = Part Time, RA = Retired Annuitant

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:

Wendy Silva, Director of Human Resources

Arnoldo Rodriguez, City Manager

Council Meeting of: January 17, 2024

Agenda Number: B-4

SUBJECT:

Appointment to the Civil Service Commission

RECOMMENDATION:

Adopt a resolution appointing Shawn Griffin to the Civil Service Commission

SUMMARY:

The City of Madera Municipal Code provides that the Civil Service Commission (Commission) is comprised of seven (7) members. Each member of the City Council makes a nomination to be considered for appointment by the Mayor and the Mayor has one direct appointment. Appointments are subject to approval of the City Council by resolution. At this time, Councilwoman Evans has nominated Shawn Griffin for appointment to the Civil Service Commission. Councilwoman Evans' prior appointment, Julius Washington, has resigned from the Commission due to personal reasons. Mayor Garcia has considered the nomination submitted and desires to appoint Shawn Griffin.

DISCUSSION:

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

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

Table 1. Civil Service Commission Appointments		
Commissioner	*Nominating Councilmember*	*City Council District*
Dennis Smith	Direct appointment by Mayor Garcia	At-large Mayor
Nick Salinas	Mayor Pro Tem Gallegos	District 1
Celeste Voyles	Councilmember Rodriguez	District 2
Saim Mohammad	Councilmember Montes	District 3
Shawn Griffin	Councilwoman Evans	District 4
Vacant	Councilwoman Mejia	District 5
Vacant	Councilmember Villegas	District 6

At this time, the Mayor is seeking approval from the City Council of his appointment of Shawn Griffin, nominated by Councilwoman Evans. Per the Municipal Code, appointments will be for a term matching the nominating Council person, or until a replacement is appointed. The Municipal Code also provides that the resolution of appointment must receive at least four (4) affirmative votes to pass.

FINANCIAL IMPACT:

There is no anticipated financial impact.

ALTERNATIVES:

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

ATTACHMENTS:

1. Volunteer application for Shawn Griffin
2. Resolution

CITY OF MADERA
COMMISSION, BOARD, AND COMMITTEE

APPLICATION

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

PLEASE CHECK ONE OR MORE:

_____ ADA Advisory Council

_____ Airport Advisory Commission

_____ Beautification Committee

X_____ Civil Service Commission

_____ CDBG Block Grant Commission

_____ Loan Review Committee

_____ Planning Commission

_____ Transit Advisory Board

_____ Other: _____

Please type or print in ink.

GRIFFIN SHAWN D

LAST NAME FIRST NAME M.I.

[redacted]

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

Educational background:

BS - BIOLOGY - UC DAVIS, 1991

MBA - FINANCE - CSU FRESNO, 1998

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

ALEGRIA GUILD - member, Treasurer

MADERA HIGH PTA - member, Treasurer

CAMP FIRE - member, on Board of Trustees, currently Secretary, past Treasurer

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

City of Madera - Civil Service Commission - member, currently Vice-Chair, dates of service 2008 (??) - present

I am interested in serving for the following reasons:

I like to volunteer, give back to my community, and this is an opportunity to do that, and at the same time learn about what's going on in my community at the city level.

References (optional):

1/25/2022
Date

Shawn Griffin
Signature

Please return completed application to:

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

Resolution No. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPOINTING SHAWN GRIFFIN TO THE CITY OF MADERA CIVIL SERVICE COMMISSION

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

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

WHEREAS, Councilwoman Evans has nominated Shawn Griffin to the Commission for a term concluding December 2024 or as otherwise provided in the Madera Municipal Code; and

WHEREAS, Mayor Garcia has considered the above-named nominated individual and has appointed Shawn Griffin to the Commission, for a term concluding December 2024 or as otherwise provided in the Madera Municipal Code, subject to approval of the City Council; and

WHEREAS, Shawn Griffin desires to serve on the Commission.

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

1. The above recitals are true and correct.

2. Shawn Griffin's appointment to the Civil Service Commission for a term ending December 2024, unless otherwise indicated by the Madera Municipal Code, is approved.

3. This resolution is effective immediately upon adoption.

* *

REPORT TO CITY COUNCIL

Approved by:

Wendy Silva, Director of Human Resources

Arnoldo Rodriguez, City Manager

Council Meeting of: January 17, 2024

Agenda Number: B-5

SUBJECT:

Revisions to Administrative Policy 64 – Paid Sick Leave for Part Time, Temporary, and Seasonal Employees

RECOMMENDATION:

Adopt a resolution approving revisions to Administrative Policy (AP) 64 – Paid Sick Leave for Part Time, Temporary, and Seasonal Employees pursuant to California Senate Bill (SB) 616

SUMMARY:

California SB 616 was passed into law expanding the existing paid sick leave law that has been in effect since 2015. The new law requires employers to increase the minimum annual accrual and the minimum accrual cap of sick leave hours effective January 1, 2024. This new law will only affect the City of Madera's (City's) part time, temporary, and seasonal employees. Full time employees have sick leave policies that exceed the state's minimum requirements as described in applicable bargaining unit memorandums of understanding for civil service employees, or individual employment agreements for at-will employees.

DISCUSSION:

Effective January 1, 2024, the City's part time, temporary, and seasonal employees are required by state law to have expanded paid sick leave as follows:

- Minimum annual accrual of paid sick leave increased from 3 days/24 hours to 5 days/40 hours.
- Minimum accrual cap of paid sick leave increased from 6 days/48 hours to 10 days/80 hours.

Because the City uses an accrual calendar start date of July 1 for paid sick leave for part time, temporary, and seasonal employees, any such existing employees that used paid sick leave between July 1, 2023, and December 31, 2023, can use paid sick leave up to the new maximum

through June 30, 2024. For example, if a part time employee used 2 days of paid sick leave between 7/1/23 and 12/31/23, they would be eligible to use up to 3 additional days of paid sick leave between 1/1/24 and 6/30/24 so long as they have accrued the time off.

All other aspects of AP-64 remain unchanged.

FINANCIAL IMPACT:

On average, the City has approximately 75-100 part time, seasonal, or temporary employees at any given time. Any scheduled work time taken as paid sick leave will have a direct impact on productivity and may require back-filling of scheduled shifts, resulting in pay for the employee using sick leave and pay for the employee filling in on the shift. Part time sick leave is tracked in the City's payroll system by pay type. The City's current payroll system became the system of record in January 2018. Table 1 shows the number of part time sick leave hours used each fiscal year (FY) from available data for reference.

Table 1: *Total part time sick leave hours used by fiscal year*

Fiscal Year	Total Hours Used (rounded)
FY 2017/18 (1/2 year of data)	440
FY 2018/19	937
FY 2019/20	780
FY 2020/21	404
FY 2021/22	494
FY 2022/23	618
FY 2023/24 (year-to-date)	420

ALTERNATIVES:

The increase to paid sick leave as a result of SB 616 becoming law does not permit the City to provide any less paid time off than the state minimum. However, Council could direct staff to revise other aspects of AP-64, or to provide additional paid sick leave time beyond the new state minimum.

ATTACHMENTS:

1. Resolution
    a. Exhibit A: Revised Administrative Policy 64

Resolution No. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING REVISIONS TO ADMINISTRATIVE POLICY 64: PAID SICK LEAVE FOR PART TIME, TEMPORARY, AND SEASONAL EMPLOYEES

WHEREAS, the City of Madera (the "City") desires to comply with all requirements set forth by the State of California (State) relating to employment law; and

WHEREAS, the State passed SB 616 requiring an increase to existing paid sick leave requirements to be provided to all employees; and

WHEREAS, the City already provides paid leave to full time civil service and full time at-will employees that meets the requirements of SB 616; and

WHEREAS, the City currently provides paid sick leave benefits to part time, temporary, and seasonal employees but needs to increase the minimum annual accrual of paid sick leave to 5 days/40 hours and minimum accrual cap to 10 days/80 hours effective January 1, 2024; and

WHEREAS, the staff has prepared a revised policy that incorporates all known requirements as set forth by the State regarding paid sick leave for part time, temporary, and seasonal employees.

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 revised Administrative Policy 64: Paid Sick Leave for Part Time, Temporary, and Seasonal Employees, attached as Exhibit A and incorporated herein, is approved.

3. This resolution is effective immediately upon adoption.

* * * * * * * * * * * * * * *

CITY OF MADERA Administrative Policy	**Policy No.** AP-64
	Date Adopted: 6/3/2015
	Date(s) Revised: 1/17/2024

Subject: Paid Sick Leave Policy for Part Time, Temporary and Seasonal; Employees

The following policy applies only to part time, temporary, and seasonal employees of the City of Madera.

Effective January 1, 2024, California's Paid Sick Leave law requires the City of Madera to provide paid sick leave to employees under the following conditions:

- An employee begins to accrue paid sick leave at the rate of one (1) hour of paid sick leave for every thirty (30) hours worked beginning on the first day of employment. An employee is not eligible to begin using any accrued paid sick leave until 90 days after his or her hire date with the City of Madera.

- An employee is only allowed to use up to a maximum of 5 days or 40 hours of sick leave in a 12-month period. The 12-month period is defined as the City's fiscal year of July 1 through June 30.

- Unused sick leave may carry over from year-to-year with continuous employment, not to exceed a maximum accrual of 10 days or 80 hours.

- In accordance with California's Paid Sick Leave law, an employee may use 5 days or 40 hours of accrued sick leave in a 12-month period defined as the City's fiscal year of July 1 through June 30 for one of the following reasons:

    - For the employee's own diagnosis, care, or treatment of an existing health condition or preventative care.

    - For the diagnosis, care, or treatment of an existing health condition or preventative care for an employee's family member, including:

        - *Child (including a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis.)*

        - *Spouse or Registered Domestic Partner*

        - *Parent (including biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.)*

        - *Grandparent*

- *Grandchild.*
- *Sibling.*

- To obtain any relief or services related to being a victim of domestic violence, sexual assault, or stalking including the following with appropriate certification of the need for such services:
  - *A temporary restraining order or restraining order.*
  - *Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.*
  - *To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.*
  - *To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.*
  - *To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.*
  - *To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.*

- An employee shall provide reasonable advance notification of their need to use accrued sick leave to their supervisor if the need for paid sick leave use is foreseeable (*e.g.,* doctor's appointment scheduled in advance). If the need for paid sick leave use is unforeseeable, the employee shall provide notice of the need for the leave to their supervisor as soon as is practicable, but no later than the start of their scheduled shift unless the employee is completely incapacitated.

- An employee who uses paid sick leave must do so in minimum increments of one half hour (30 minutes) of sick leave at a time.

- Paid sick leave will not be considered hours worked for purposes of overtime calculation. An employee will not receive compensation for unused accrued paid sick leave upon termination, resignation, retirement or other separation from employment from the City.

- If an employee separates from the City's employment and is re-hired by the City within one year of the date of separation, previously accrued and unused paid sick leave hours shall be reinstated to the extent required by law. However, if a rehired employee had not yet worked the requisite 90 days of employment to use paid sick leave at the time of separation, the employee must still satisfy the 90 days of employment requirement collectively over the periods of employment with the City before any paid sick leave can be used.

REPORT TO CITY COUNCIL

Approved by:

Wendy Silva, Director of Human Resources

Arnoldo Rodriguez, City Manager

Council Meeting of: January 17, 2024

Agenda Number: B-6

SUBJECT:

First Amendment to Agreement for Medical Services with Occu-Med

RECOMMENDATION:

Adopt a resolution approving a First Amendment to the Medical Services Agreement with Occu-Med

SUMMARY:

Effective January 1, 2024, California Assembly Bill (AB) 2188 changed what most California employers are permitted to test for during employment-related drug testing for cannabis use. The net effect of this new law is that employment-related testing for most job classifications for cannabis will need to be by oral fluid testing instead of the historical standard urine test. The City utilizes medical service providers for pre-employment physicals and drug screens, safety sensitive driver drug and alcohol testing, commercial driver physical exams, industrial injury exam and treatment, and fitness-for-duty exams. Providers are awarded agreements for medical services through a Request for Proposals (RFP) process. The City currently has Medical Services Agreements with Occu-Med and Occupational Health Centers of California (dba Concentra Medical Centers). The requested action is to amend the Medical Services Agreement with Occu-Med to include pricing for oral fluid testing for cannabis. An amendment with Concentra Medical Centers is in process and will be brought for Council consideration at a future date.

DISCUSSION:

AB 2188 became effective January 1, 2024, and makes it unlawful for an employer to discriminate against a person in hiring, termination, or any term or condition of employment, or otherwise penalize a person, if the discrimination is based upon the person's use of cannabis off the job and away from the workplace, except for preemployment drug screening, or upon an employer-required drug screening test that has found the person to have nonpsychoactive cannabis metabolites in their hair, blood, urine, or other bodily fluids. In passing AB 2188, the Legislature

found that typical urine, hair, blood, or other bodily fluid tests used in employment for cannabis measured nonpsychoactive metabolites, which do not necessarily indicate current impairment. The Legislature also acknowledged that science has advanced, and tests now exist to measure only the psychoactive metabolites, specifically oral fluid tests that measure the presence of Tetrahydrocannabinol (THC) and impairment tests that measure an employee against their own baseline performance test.

The City is operating in compliance with AB 2188; the proposed agreement amendment with Occu-Med will acknowledge the pricing for the specific service of oral fluid testing for cannabis.

FINANCIAL IMPACT:

The pricing for the oral fluid testing will be in addition to existing services. The specific service when obtained through Occu-Med will cost $75 per test. The City primarily uses Occu-Med for public safety pre-employment physicals and other positions occasionally when services are needed that cannot be provided by the Madera Concentra office.

ALTERNATIVES:

Council could direct staff to solicit additional proposals for the testing services at other sites.

ATTACHMENTS:

1. Resolution approving First Amendment to Medical Services Agreement
    a. Exhibit A: First Amendment to Medical Services Agreement with Occu-Med
2. Medical Services Agreement with Occu-Med

Attachment 1

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING A FIRST AMENDMENT TO THE MEDICAL SERVICES AGREEMENT WITH OCCU-MED

WHEREAS, the City of Madera and Occu-Med entered into a Medical Services Agreement November 17, 2022; and

WHEREAS, Assembly Bill (AB) 2188 became effective January 1, 2024, requiring employment related testing for cannabis to only test for psychoactive elements; and

WHEREAS, to comply with AB 2188, the City has modified its pre-employment drug testing for cannabis to oral fluid testing; and

WHEREAS, an amendment to the existing agreement has been prepared between the City and Occu-Med to include pricing for the new oral fluid testing service.

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 First Amendment to the Medical Services Agreement between the City and Occu-Med, a copy of which is attached hereto as Exhibit A and incorporated herein, is approved.

3. This resolution is effective immediately upon adoption.

* *

FIRST AMENDMENT TO MEDICAL SERVICES AGREEMENT

This First Amendment to the Medical Services Agreement ("First Amendment") is entered into by and between the CITY OF MADERA, a municipal corporation of the State of California, hereinafter called "City," and OCCU-MED, LTD., hereinafter called "Service Provider."

RECITALS

A. City and Service Provider entered into a Medical Services Agreement ("Agreement") effective November 17, 2022.

B. The parties desire to amend the agreement to include oral fluid testing services to comply with California law.

AGREEMENT

SECTION 1. The Fee Schedule in Exhibit B of the Medical Services Agreement is amended to include:

Service	**Fee**
Oral Fluid testing for psychoactive elements of cannabis	$75.00

SECTION 2. Except as amended by this First Amendment, all terms and conditions of the Agreement shall continue in full force and effect.

SECTION 4. This First Amendment to the Medical Services Agreement shall be effective January 1, 2024.

The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Service Provider and the City.

OCCU-MED, LTD.

Andrew Johnson, President

CITY OF MADERA

Santos Garcia, Mayor

ATTEST

Alicia Gonzales, City Clerk

APPROVED AS TO FORM

Shannon Chaffin, City Attorney

Attachment 2

CITY OF MADERA

MEDICAL SERVICES AGREEMENT

THIS Medical Services Agreement ("Agreement") is made and entered into by and between the CITY OF MADERA, a municipal corporation of the State of California, hereinafter called "City", and OCCU-MED, LTD., hereinafter called "Service Provider."

RECITALS

A. The City desires to make available to its employees and prospective employees comprehensive medical services in an efficient and economical manner.

B. Service Provider is a Service Provider having the necessary experience and qualifications to facilitate medical services to those employees eligible for such services required by the City.

C. City desires to retain Service Provider to provide said services, as detailed further herein.

AGREEMENT

1. Incorporation of Recitals. The recitals set forth above are incorporated herein by this reference.

2. Services. The City hereby contracts with Service Provider to provide medical services for employees herein set forth at the compensation and upon the terms and conditions herein expressed, and Service Provider hereby agrees to perform such services for said compensation, and upon said terms and conditions. City will authorize Service Provider to commence work upon written notice to Service Provider.

3. Obligations, duties, and responsibilities of Service Provider (Scope of Services). It shall be the duty, obligation, and responsibility of the Service Provider, in a skilled and professional manner, to perform the services in accordance with the Scope of Work identified in **EXHIBIT A** which is attached and incorporated by reference.

4. Compensation.

4.1. For all services City shall compensate Service Provider for services based on the agreed upon Fee Schedule set forth in **EXHIBIT B**. Exhibit B is attached and incorporated by reference.

4.2. The billing statements shall be prepared and organized in a manner that facilitates an efficient review of the services performed. Items should be billed as described on the Fee Schedule in Exhibit B and must be organized in such a way that the City can identify to whom the services were provided.

4.3. Any billing disputes brought forth by the City must be submitted within fourteen (14) days of the receipt of the billing statement. Such disputes will be submitted by electronic mail (email) to the billing contact provided by Service Provider. Billing contact for Service Provider is Sherri Conley, sconley@occu-med.com, 559.435.2800 x120.

4.4. It is expressly understood that Service Provider shall coordinate the submission of billings to the City on behalf of all other medical services or service providers, for all health services rendered as listed in the Scope of Work identified in Exhibit A.

4.5. Payment shall be made directly by the City to the Service Provider within thirty (30) days of receipt of billing. All claims will include patient name, date of service and type of services provided. Billings to be made directly to the following address:

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

5. Term and Termination.

5.1. This Agreement shall be effective beginning on November 17, 2022, after approval by the City Council at a duly scheduled meeting thereof and shall continue in full force and effect for five (5) years unless otherwise terminated by the City.

5.2. City reserves the right to discharge Service Provider and terminate this Agreement at any time with thirty (30) days' notice. In the event of such discharge or termination, the City shall compensate Service Provider for services rendered up to and including the date of termination. City shall terminate services and/or the Agreement by delivering to Service Provider a written notice specifying the extent to which services and/or the Agreement are terminated and the effective date of the termination. Notice of termination shall be provided as follows:

Chris St. George
cstgeorge@occu-med.com
559.435.2800 x 207

6. Independent contractor. Service Provider shall perform the Services under this Agreement as an independent contractor and not as an officer, employee, agent or volunteer of City. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Service Provider's employees, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Service Provider's employees, any claim or right of action against City. Neither the City nor any of its employees shall have any control over the manner, mode, or means by which Consultant or its agents or employees perform the services under this Agreement.

7. Indemnification and Waivers. To the furthest extent allowed by law, Service Provider shall indemnify, hold harmless, and defend City and each of its officers, officials,

employees, agents, and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs, and damages (whether in contract, tort, or strict liability, including but not limited to personal injury, death at any time, and property damage), and from any and all claims, demands, and actions in law or equity (including reasonable attorney's fees and litigation expense) that arise out of, pertain to, or related to the negligence, recklessness, or willful misconduct of Service Provider, its principals, officers, employees, agents, or volunteers in the performance of this Agreement. The obligations under this paragraph are in addition to, and are not limited by any insurance which Service Provider is otherwise required to maintain under this Agreement.

8. Insurance. During the term of this Agreement, Service Provider shall maintain, keep in force and pay all premiums required to maintain and keep in force commercial general liability, workers' compensation, medical malpractice and employer's liability insurance. The limits and coverages provided by such policies shall be as required in **EXHIBIT C** of this Agreement. Exhibit C is attached and incorporated by reference.

9. Compliance with Law. Service Provider shall be familiar with and shall comply with all City, State, and Federal laws and regulations applicable to the work to be performed under this Agreement. In providing the services required under this Agreement, Service Provider shall at all times comply with all applicable laws, regulations, and resolutions of the United States, the State of California, and the City of Madera now in force and as they may be enacted, issued, or amended during the term of this Agreement.

10. Confidentiality. All data, medical reports, medical information, conclusions, opinions, recommendations and other work product prepared and performed by and on behalf of Service Provider in connection with the Services performed pursuant to this Agreement shall be kept confidential and shall be disclosed only to City unless otherwise provided by law or expressly authorized by City. Service Provider shall not disclose or permit the disclosure of any confidential information acquired during performance of the Services, except to its agents, employees, affiliates, and subcontractors who need such confidential information in order to properly perform their duties relative to this Agreement.

11. Assignment. Neither this Agreement nor any duties or obligations hereunder shall be assignable by Service Provider without the prior written consent of City. In the event of an assignment to which City has consented, the assignee shall agree in writing to personally assume and perform the covenants, obligations, and agreements herein contained. In addition, Service Provider shall not assign the payment of any monies due Service Provider from City under the terms of this Agreement to any other individual, corporation or entity. City retains the right to pay any and all monies due Service Provider directly to Service Provider.

12. Miscellaneous.

12.1. Consent. Whenever in this Agreement the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.

12.2. Governing Law. The parties agree that this Agreement shall be governed and constructed by and in accordance with the Laws of the State of California.

12.3. Required License and Professional Credentials. Service Provider and personnel providing services shall maintain all licenses and professional credentials necessary for the provision of such services. Service Provider shall promptly notify City of changes of status or events that might impact the provision of professional services to City.

12.4. Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement, which directly results from an Act of God or an act of a superior governmental authority.

12.5. Headings. The paragraph headings are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

12.6. Incorporation of Documents. All documents constituting the Agreement documents described in Section 3 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in the Agreement and shall be deemed to be part of this Agreement.

12.7. Integration. This Agreement and any amendments hereto between the parties constitute the entire Agreement between the parties. There are no other prior oral or written agreements between the parties that are not incorporated in this Agreement.

12.8. Modification of Agreement. This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.

12.9. Provision. Any agreement, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Agreement shall define or otherwise control, establish or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.

12.10. Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the provisions of this Agreement not so affected shall remain in full force and effect.

12.11. Successors and Assigns. The provisions of this Agreement shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.

12.12. Venue. In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Madera or in the United States District Court for the Eastern District of California.

12.13. Recovery of Costs. The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.

12.14. Counterpart Signatures. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

13. Signatures. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Service Provider and the City.

OCCU-MED, LTD.

Andrew Johnson
President

Date: November 18, 2022

CITY OF MADERA

Santos Garcia
Mayor

Date: November 29, 2022

ATTEST

Alicia Gonzales, City Clerk

Date: November 29, 2022

APPROVED AS TO FORM

Hilda Cantú Montoy, City Attorney

Date: December 7, 2022

CITY OF MADERA INCORPORATED March 27, 1907 CALIFORNIA

EXHIBIT A

SCOPE OF WORK

A. Pre-Employment Physicals (post job offer)
   1. Provide a general basic physical by a licensed physician or physician's assistant for job candidates based on the proposed job description. Job descriptions will be provided by the City of Madera. For all candidates, this will include collection of a urine specimen for 5-panel drug testing with Medical Review Officer (MRO) services in compliance with the City's Drug Free Workplace Policy. For some candidates, this may also include audiogram, depending on the proposed job description.
   2. Provide pre-employment physicals by a licensed physician for law enforcement personnel compliant with California Commission on Peace Officer Standards Training (POST) regulations. This applies to the positions of Police Officer and Public Safety Dispatcher. For more information on POST standards and regulations relating to pre-employment medical exams, please visit https://www.post.ca.gov/medical-screening-manual.aspx. The Peace Officer pre-employment physical form is provided in Attachment A. The Public Safety Dispatcher pre-employment physical form is provided in Attachment B.
   3. Provide reports on pre-employment physicals and ancillary testing to the City via facsimile, electronic mail, or through a secure portal within three (3) business days of the appointment. If information is delayed, the physician's office must proactively contact City staff via telephone or electronic mail to communicate the delay and anticipated completion date.
   4. Provide sufficient staffing availability to schedule appointments within one (1) week of a request for appointment. The City understands that services may vary by applicant and subsequent examinations may occur after the initial exam in order to meet the medical screening guidelines as published by POST. These subsequent appointments/services should be scheduled as soon as practicable.

B. Safety Sensitive Driver Drug and Alcohol Testing
   1. Provide drug and alcohol testing services for employees of the City of Madera subject to drug and alcohol testing because of safety sensitive duties.
      a) Alcohol testing procedures must be compliant with 49CFR Part 40 and must be conducted by a certified Breath Alcohol Technician using an evidential breath testing device approved by the National Motor Carrier Safety Administration.
      b) Drug testing procedures must be compliant with 49 CFR Part 40. Drug testing must be conducted using a split sample urine specimen.
   2. Provide results of alcohol testing immediately after completion of testing to the City of Madera via facsimile, electronic mail, or through a secure portal.
   3. Provide results of drug testing within three (3) business days of the test to the City of Madera via facsimile, electronic mail, or through a secure portal. If information is delayed, the physician's office must proactively contact City staff via telephone or electronic mail to communicate the delay and anticipated completion date.

4. Services to provide Safety Sensitive driver drug and alcohol testing as described must be available Monday through Friday, 8:00 am – 5:00 pm. Individuals reporting for testing must be seen within 30 minutes of initial patient check-in.

C. Commercial Driver Physical Examinations
   1. Provide DOT compliant physical exams and drug testing (urine specimen).
   2. Provide results of exam and drug testing within three (3) business days of the exam via facsimile, electronic mail, or through a secure portal. If information is delayed, the physician's office must proactively contact City staff via telephone or electronic mail to communicate the delay and anticipated completion date.
   3. Provide sufficient staffing availability to schedule appointments within three (3) City business days of a request for appointment. If physicals are offered on a walk-in basis, candidates should be seen by the physician within 45 minutes of initial patient check-in.

D. Fitness for Duty Examinations
   1. Based on an agreed upon approach between the City and Occu-Med specific to each case:
      a) Provide physical examinations to determine fitness for duty pursuant to the employee's applicable job description as needed.
      b) Provide results of the exam to the City of Madera within three (3) business days of the appointment. If information is delayed, the physician's office must proactively contact City staff via telephone or electronic mail to communicate the delay and anticipated completion date.
      c) Provide sufficient staffing availability to schedule appointments within three (3) City business days of a request for appointment.

EXHIBIT B

FEE SCHEDULE

Services:		
General Physical Examination	$	91.00
Audiogram - With Headset	$	52.00
Hardy-Rand-Ritler (HRR)	$	52.00
PPD (TB) Skin Test	$	26.00
Resting EKG (12-Lead) with Interpretation	$	65.00
Pulmonary Function Test with Interpretation	$	78.00
Chest X-Ray (PA)	$	91.00
Treadmill Stress Test	$	208.00
DOT Exam & Certificate	$	97.50
Dipstick Urinalysis	$	-
Venipuncture	$	26.00
Drug Screen Collection	$	26.00
(LABCORP) Hepatitis B Surf Ab Quant [Titer]	$	21.00
(LABCORP) Chemistry Profile 23	$	25.00
(LABCORP) CBC	$	20.00
(LABCORP) Cholinesterase, RBC	$	55.00
(LABCORP) Urinalysis	$	12.00
(LABCORP) DOT SAMHSA Urine Drug Screen	$	36.00
(LABCORP) 5-Panel Split-Specimen Urine Drug Screen	$	36.00
(LABCORP) 5-Panel Urine Drug Screen	$	36.00
Breath Alcohol Testing	$	58.50
DOT Breath Alcohol Testing	$	58.50
Vaccinations: Safeway		
Immunization Management	$	45.00
Hepatitis A&B Vaccination (TwinRix)	$	177.31
Hepatitis A Vaccination	$	112.91
Hepatitis B Vaccination	$	111.14
Influenza Vaccination	$	42.89
MMR Vaccination	$	123.76
Rabies Vaccination	$	480.99
TDAP Vaccination	$	69.73
Tetanus-Diphtheria Vaccination	$	61.49
Varicella Vaccination	$	208.39
Review Fees:		
OSHA Respirator Questionnaire Admin/Review	$	35.00
QA2 Fee (charged once per exam)	$	95.00

Consulting Service Fees

1. Job Analysis: $2,000 per day (travel and per diem will also be charged at current U.S. General Services Administration rates)
2. Staff: $85 per hour (fitness-for-duty and return-to-work evaluations, basic research)
3. Senior Staff: $125 per hour (advanced research, reasonable accommodation investigation, assistance with appeals, and fitness-for-duty and return-to-work evaluations)
4. Executive Staff: $190 per hour (research, project design, systems development, advanced fitness-for-duty and return-to-work evaluations)
5. Legal Staff and Medical Staff: $250 - $400 per hour
6. Independent Medical Evaluation: Actual Charges
7. Mileage Charges: Will correspond to the current IRS rates
8. Printing Charges: $0.20 per page, as appropriate
9. Mailing Charges: Actual charges

EXHIBIT C

INSURANCE REQUIREMENTS

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

Minimum Scope and Limits of Insurance:

Service Provider shall maintain limits no less than:

- $2,000,000 **General Liability** (including operations, products, and completed operations) per occurrence, $4,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage should be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO form CG 20 10 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.

- **Workers' Compensation** as required by the State of California and $1,000,000 **Employer's Liability** per accident for bodily injury or disease. Service Provider shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.

- **$1,000,000 Medical Malpractice** per claim and in the aggregate. Service Provider shall maintain medical malpractice insurance that insures against professional errors and omission that may be made in performing the Services to be rendered in connection with this Agreement. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Service Provider agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement. The cost of such insurance shall be included in Service Provider's bid.

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

Proof of Insurance
Service Provider shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation

endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

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

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

Enforcement of Contract Provisions (non estoppel)
Service Provider acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Service Provider of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

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

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

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

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

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

REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: January 17, 2023

Agenda Number: B-7

SUBJECT:

Amendment to the Application for Transportation Development Act (TDA) – Local Transportation Funds (LTF) and State Transit Assistance (STA) Funds for Fiscal Year (FY) 2023/24

RECOMMENDATION:

Adopt a Resolution approving the Amendment to the Applications for TDA - LTF and STA Funds for FY 2023/24 and authorizing the City Engineer to execute and submit the Applications to the Madera County Transportation Commission (MCTC)

SUMMARY:

On June 7th, 2023, the City Council (Council) approved Resolution 23-93 for the 2023/24 TDA Application. At their September 20, 2023, Board Meeting, MCTC revised the STA apportionments based on the Governor's final budget apportionments and has subsequently requested that the local agencies submit amended applications. Staff recommends submitting an amended application reflecting new revenue in addition to the carryover STA funding from 2022/23, and carryover LTF funding from FY 2022/23.

DISCUSSION:

At the June 7, 2023, meeting, Council approved the FY 2023/24 LTF & STA Applications for the FY 2023/24 funding allocated by MCTC. LTF funds must be used for transportation related services such as transit services, street construction, program planning, and administration. Projects in the Capital Improvement Plan (CIP) for the City have been created and approved by Council for the use of these funds. STA funds must be used for transit related programs only and are therefore programmed for operations of the Madera Metro Transit System.

On September 20, 2023, the MCTC approved Resolution 23-07 which increased the STA funds available for FY 2023/24. This increase potentially relieves an equivalent amount from LTF funds for use on other eligible expenses, such as street projects. Filing an amended application is necessary to access the additional STA funds. Additionally, this amended application will carryover funds from 2022/23 to the current FY.

The amendment to the LTF application is prepared and submitted to MCTC annually after the prior year's final expenses and claims have been processed, and the excess prior year funds and carryover balances have been confirmed by MCTC. The carryover amounts for this year are shown below in Table 1. The carryover amounts are included in the current CIP.

A summary of all changes is summarized in the table below.

Table 1: ***LTF & STA Application Amendments for FY 23/24***

Application Item	*Original FY 23/24 Application Amount*	*Carryover from FY 22/23*	*New FY 22/23 Allocation*	*Amended FY 23/24 Application Amount*
LTF	$3,119,129	$7,631,491.98	N/A	$10,750,620.98
STA	$806,100	$307,010.36	$19,031	$1,132,141.36
Total Application	**$3,925,229**	**$7,938,533.34**	**$19,031**	**$11,882,762.34**

FINANCIAL IMPACT:

For this cycle and near term, the next several cycles, there are no identified impacts to the General Fund.

ALTERNATIVES:

Council may provide staff direction on how to amend the TDA application or may refer the item back to staff for additional information.

ATTACHMENTS:

1. Resolution
   Exhibit A – Amended LTF and STA Applications

Attachment 1

Resolution

RESOLUTION NO. 23-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING AMENDMENTS TO THE APPLICATIONS FOR TRANSPORTATION DEVELOPMENT ACT (TDA) – LOCAL TRANSPORTATION FUNDS (LTF) AND STATE TRANSIT ASSISTANCE (STA) FUNDS FOR FISCAL YEAR (FY) 2023/24 AND AUTHORIZING THE CITY ENGINEER TO EXECUTE AND SUBMIT THE APPLICATIONS TO MADERA COUNTY TRANSPORTATION COMMISSION (MCTC)

WHEREAS, the TDA - LTF and STA funds are annually allocated by Madera County Transportation Commission (MCTC) pursuant to the TDA; and

WHEREAS, the City of Madera prepares the applications outlining the intended uses for the LTF and STA funds each year and the applications may be amended as needed; and

WHEREAS, the MCTC has increased the City allocation of State Transportation Assistance Funds by $19,031; and

WHEREAS, the unexpended balance of LTF funds in FY 2022/2023 must be added to the FY 2023/24 amended application for proper accounting purposes; and

WHEREAS, the unexpended balance of STA funds in FY 2022/23 must be added to the FY 2023/24 amended application for proper accounting purposes; and

WHEREAS, the LTF and STA fund amended applications for FY 2023/24 that describe the intended uses of these funds have been submitted to Council for review and approval.

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

1. The above recitals are true and correct.

2. The City Council of the City of Madera approves the Amended Applications for FY 2023/24, copies of which are attached hereto as Exhibit A and incorporated by reference.

3. The City Engineer is authorized to execute the amended applications and submit to MCTC.

4. This resolution is effective immediately upon adoption.

* * * * * * * *

Exhibit A

Amended LTF and STA Applications

Madera County Transportation Commission

TDA Amendment Request

Agency: City of Madera Date:

Fiscal Year: **2023-24**

Amending: ☑ LTF ☐ STA

Type of Amendment: ☑ Carryover of PY Funds ☐ Reassign funds ☐ Other

	Project	Approved Allocation	New Proposed Allocation	Difference
1	**Madera Metro, CAR, Intermodal, Fixed Route Ops**	$ 742,907.00	$ 742,907.00	$ -
2	**Pedestrian & Bicycle**	$ 62,383.00	$ 236,506.53	$ 174,123.53
3	**MCTC Planning**	$ 93,574.00	$ 93,574.00	$ -
4	**Street & Road Projects**	$ 2,220,265.00	$ 9,677,633.45	$ 7,457,368.45
5				$ -
6				$ -
7				$ -
8				$ -
9				$ -
10				$ -
	Total	**$ 3,119,129.00**	**$ 10,750,620.98**	**$ 7,631,491.98**

Notes

Carryover from FY 22/23 (7,631,491.98)

Keith Helmuth, City Engineer Date

MCTC Authorizing Signature Date

MCTC Use:

Month Amendment No.

Madera County Transportation Commission

TDA Amendment Request

Agency: City of Madera Date:

Fiscal Year: **2023-24**

Amending: ☐ LTF ☑ STA

Type of Amendment: ☑ Carryover of PY Funds ☐ Reassign funds ☑ Other

	Project	Approved Allocation	New Proposed Allocation	Difference
1	**Madera Metro, DAR, Intermodal, Transit Center**	$ 757,090.00	$ 913,131.36	$ 156,041.36
2	**Madera Metro, Fixed Route, Intermodal Capital**	$ 49,010.00	$ 49,010.00	$ -
3	**Local Agency Transportation Planning Activities**	$ -	$ 170,000.00	$ 170,000.00
4				$ -
5				$ -
6				$ -
7				$ -
8				$ -
9				$ -
10				$ -
	Total	**$ 806,100.00**	**$ 1,132,141.36**	**$ 326,041.36**

Notes

Carryover from FY 22/23 (307,010.36) + increased apportionment 23/24 ($19,031)

Keith Helmuth, City Engineer Date

MCTC Authorizing Signature Date

MCTC Use:

Month Amendment No.

REPORT TO CITY COUNCIL

Approved by:

Michael Lima, Director of Financial Services

Arnoldo Rodriguez, City Manager

Council Meeting of: January 17, 2024

Agenda Number: B-8

SUBJECT:

Resolution to Amend Budget in Various Development Impact Fee Funds and the Measure A Fund.

RECOMMENDATION:

Approve a Resolution Amending the Fiscal Year 2023-2024 Budget in Various Development Impact Fee Funds and the Measure A Fund to Provide Expenditure Authority for Anticipated Payments.

SUMMARY:

Recently, it came to staff's attention that payments from various Development Impact Fee Funds and the Measure A Fund will be necessary before the conclusion of the fiscal year. Although the Fiscal Year 2023/24 Adopted Budget does include appropriations for some of these funds, it has been determined that the allocated amounts are insufficient to cover the anticipated payments. To address this shortfall and ensure the availability of adequate appropriations, staff recommends the approval of a budget amendment resolution. This proactive measure will help maintain fiscal responsibility and enable the City to meet its financial obligations effectively.

DISCUSSION:

Council adopted the Fiscal Year 2023/24 Budget on August 24, 2023. With the adoption of this budget, Council appropriated monies for many of the City's funds, including Development Impact Fee Funds. Some funds, such as the Measure A Fund, were not appropriated as it was not anticipated that there would be expenditures from those funds during Fiscal Year 2023/24.

Recently, Staff became aware that payments will need to be made from several Development Impact Fee funds and the Measure A Fund. These payments are legally required to be made before the end of Fiscal Year 2023/24. While most of the funds from where these payments will be made have adequate appropriations, four funds do not have sufficient appropriations to cover

anticipated payments. Those funds include the:

- Water Development Impact Fee Fund
- Traffic Signal Impact Fee Fund
- Sewer Northeast Quadrant Impact Fee Fund
- Measure A Fund

To facilitate the legally mandated payments from various Development Impact Fee Funds and the Measure A Fund, staff has prepared a comprehensive budget amendment resolution for the Council's consideration. The proposed resolution seeks to provide the necessary appropriation authority, ensuring compliance with legal requirements. The adoption of this resolution will enable the City to make timely payments as mandated by law.

FINANCIAL IMPACT:

If approved, the budget amendment will authorize the appropriation of $1,774,819 across the four funds. Sufficient resources exist within these funds to offset the appropriation. The funds will be used to cover legally required payments that must be made before the end of the fiscal year.

ALTERNATIVES:

As an alternative course of action, the Council has the option to reject the proposed budget amendment resolution. However, it is imperative to highlight that such a rejection would result in the City lacking sufficient appropriations to fulfill the legally mandated payments before the conclusion of the fiscal year. The rejection would, in turn, pose a risk to the City's compliance with legal requirements and may impact the timely and appropriate disbursement of funds to meet its obligations. It is recommended that the Council carefully weighs the potential consequences of rejecting the resolution, considering the legal obligations associated with the payments in question.

ATTACHMENTS:

1. Resolution – Budget Amendment
    a. Exhibit A – Budget Amendment

RESOLUTION NO. 24-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA AMENDING THE CITY'S FISCAL YEAR 2023/24 BUDGET BY $1,774,819 TO FUND SETTLEMENT PAYMENTS FROM VARIOUS DEVELOPMENT IMPACT FEE FUNDS AND THE MEASURE A FUND

WHEREAS, the City Council previously adopted a City-wide Budget for the 2023/24 Fiscal Year; and

WHEREAS, the Finance Department is requesting to amend the Fiscal Year 2023/24 Budget by $1,774,819; and

WHEREAS, the expenditure relates to settlement payments made from various development impact fee funds and the Measure A Fund.

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.
2. The appropriations for the items listed in Exhibit A, attached hereto, are approved.
3. A signed copy of this Resolution shall be placed on file in the office of the Director of Financial Services, who shall prepare the entries necessary to reflect budget changes identified in the City's accounting system.
4. This Resolution is effective immediately upon adoption.

****

EXHIBIT A
CITY OF MADERA

Budget Appropriations: Res. 23-_____
Budget Adjustments for Fiscal Year 2023/24

FUND	ORG CODE	OBJECT CODE	DESCRIPTION	(+)	(-)
Water Development Impact Fee	40800000	4900	Budgetary Carryover		($31,286)
Water Development Impact Fee	40800000	5670	Settlements	$31,286	
Traffic Signal Impact Fee	40970000	4900	Budgetary Carryover		(495,942)
Traffic Signal Impact Fee	40970000	5670	Settlements	495,942	
Sewer N/E Quadrant Fee	41010000	4900	Budgetary Carryover		(127,591)
Sewer N/E Quadrant Fee	41010000	6570	Settlements	127,591	
Measure A	41500000	4900	Budgetary Carryover		(1,120,000)
Measure A	41500000	6570	Settlements	1,120,000	
Totals				**$1,774,819**	**$ (1,774,819)**

REPORT TO CITY COUNCIL

Approved by:

Joseph Hebert

Joseph Hebert, Parks & Community Services Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: January 17, 2024

Agenda Number: B-9

SUBJECT:

McNally Park Rental for Black History Month Event Fee Waiver Request

RECOMMENDATION:

Adopt a Resolution waiving the rental fees of McNally Park related to the celebration of the 3rd Annual Black History Month on February 18, 2024

SUMMARY:

The City has received an inquiry requesting the waiving of rental fees for the use of McNally Park on Saturday, February 18, 2024 from 3:00 p.m. – 5:00 p.m., to host the 3rd Annual Black History Month event.

DISCUSSION:

The event is set to take place on Saturday, February 18, 2024. Park access has been requested to take place starting at 2:30 p.m. and the event is expected to end at 5:00 p.m.

The event is slated to attract over 150 attendees. There are no anticipated road closures or security for this event.

Staff would like to note this event has taken place at McNally Park over the past two years, with no rental fees being associated with the use of the park. Parks administrative staff participates in the planning of the event, while emergency personnel will attend the event unless they are responding to a call for service. Other City staff also attend but are not compensated.

FINANCIAL IMPACT:

The applicable costs associated with the rental of McNally Park, as a Special Event, are summarized in Table 1. Staff would like to note these costs can be found on page 65 of the 2018-2019 City of Madera Master Fee Schedule. Staff is taking into consideration clean-up efforts park maintenance staff will have to complete before and after the event. This would include the collection of trash receptacles, bathroom restocking, litter pick-up, and a walk-through of the parking lot and park to ensure the park is left in prime condition. On addition, staff time from Facility Aides, as event organizer has asked for the City to provide chairs and tables for the event, as well as sound system support. This includes the preparation of sound system equipment, loading time of chairs and tables, transportation of items, setup, and the collection of items after the event. Facility Aide time is being calculated at a fully burden rate.

Table 1: *Estimated Financial Impact to the City*	
Administrative Fee	$25
Special Event Max Program Fee	$250
Equipment Rentals – Chairs ($0.50 x 100)	$50
Equipment Rentals – Chairs Deposit	$50
Equipment Rentals – Tables (5.00 x 2)	$10
Equipment Rentals – Tables Deposit	$50
Parks Maintenance at 1 staff x 27.35/Hourly at 1 hour for Clean-Up After Event	$27.35
Facility Aides at 2 staff x $19.75/Hourly at 4 hours	$158
Total	**$620.35**

Administrative time is not reflected in the table above given that it is nominal.

ALTERNATIVES:

The Council may elect to reject the fee waiver and require the event organizer to remit any associated fees for the rental of McNally Park on the date being requested.

ATTACHMENTS:

1. Resolution – Waiving Rental Fees for McNally Park related to the 3rd Annual Black History Month Event
2. Page 65 of the Parks & Community Services Facility Rental Fee Schedule

ATTACHMENT 1

Resolution – Waiving Rental Fees for McNally Park for the 3rd Annual Black History Month Event

RESOLUTION NO. 24-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA WAIVING RENTAL FEES FOR THE 3rd ANNUAL BLACK HISTORY MONTH EVENT IN THE AMOUNT OF $620.35

WHEREAS, the City has received a request for waiving of fees for the rental of McNally Park; and

WHEREAS, the date being requested is Saturday, February 18, 2024 from 3:00 p.m. to 5:00 p.m.; and

WHEREAS, the request is to utilize McNally Park for the 3rd Annual Black History Month Event; and

WHEREAS, the fees for such event are calculated based off the 2018-2019 City of Madera Master Fee Schedule; and

WHEREAS, the fees for the event are calculated at approximately $620.35; and

WHEREAS, the City will participate in organizing the event.

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 does not cause a conflict of interest for waiving of fees.
3. The City Council does hereby waive the City fees for Rental Fees of McNally Park on February 18, 2024.
4. This resolution is effective immediately upon adoption.

* * * * *

ATTACHMENT 2:

Page 65 of the Parks & Community Services Facility Rental Fee Schedule

Parks and Community Services Fees

PROGRAM FEES	Admin. Fees	Program Fees		
	Non-Refundable	Program (min.)	Program (max.)	Late Reg. Fee
Tournament Fees (see Note 5)	$ 35.00	$ 150.00	$ 600.00	
Camps (see Note 6)	$ 5.00 to $15.00	$ 40.00	$ 200.00	$ 10.00
Camps Junior Counselor	$ 5.00 to $15.00	$ 30.00	$ 190.00	$ 10.00
T-ball (See Note 7)	$ 5.00	$ 45.00	$ 65.00	$ 10.00
Youth Basketball (See Note 7)	$ 5.00	$ 45.00	$ 65.00	$ 10.00
Youth Sports Prog. (1 day clinics to multi-week leagues) (See Note 7)	$ 5.00	$ 5.00	$ 75.00	$ 10.00
Adult Leagues (Basketball, Softball, Football, Soccer, etc.)	$ 35.00	$ 250.00	$ 400.00	$ 25.00
Group Swimming Lessons (See Note 7)	$ 5.00	$ 45.00		$ 10.00
Private Swimming Lessons	$ 5.00	$ 85.00		$ 10.00
Public Swim - Youth Per Day		$ 1.00		
Public Swim Season Pass - Youth	$ 5.00	$ 35.00		
Public Swim-Adults Per Day		$ 2.00		
Public Swim Season Pass - Adult	$ 5.00	$ 80.00		
Recreation Class/Program (See Note 7)	$ 5.00 to $20.00	$ 25.00	$ 250.00	$ 10.00
Drop-In Programs		$ 2.00	$ 25.00	
Field Trips	$ 5.00 to $25.00	$ 5.00	$ 400.00	$ 10.00
Hosted Parties	$ 25.00	$5/guest	$60/guest	
Special Event	$ 25.00	$ 100.00	$ 250.00	

EQUIPMENT RENTALS/PURCHASE	Rental Fees			
	Hourly	Daily (min.)	Daily (max.)	Deposit
Movie Screen	$ 100.00	$ 300.00	$ 800.00	$ 300.00
Movie Licensing	Actual cost plus $50.00			
Horseshoes - 2 pair		$ 12.00	$ 12.00	$ 40.00
Baseball Bases (set)		$ 25.00	$ 25.00	$ 40.00
Soccer Goals (set)		$ 25.00	$ 25.00	$ 40.00
Volleyball Net		$ 12.00	$ 12.00	$ 40.00
Chairs		$ 0.50	$ 0.50	$ 50.00
Tables		$ 5.00	$ 5.00	$ 50.00

T-Shirts (for purchase) $15.00 (See Note 8)

STAFF	Fees	
	Hourly	Overtime/ Hr.
Movie Projectionist/Sound Tech. - 2 Required with Rental of Screen	$18.32 each	$27.48 each
After-School Program Staff	$27.35 each	$41.02 each
Clean-Up After Event (See Note 9)	$27.35 each	$41.02 each

NOTES

1. Indoor facilities have a minimum rental charge of 3 x the hourly rate, outdoor facilities (including the pool) have a minimum rental charge of 4 x the hourly rate unless otherwise noted.
2. Facility clean-up costing more than the General Deposit will be billed to the renter at hourly labor cost plus materials. All damages will be billed to the renter.
3. 50% of total rental fee (including admin. fee and deposit) is due at time of reservation; balance is due 45 days prior to event. Cancellation before 45 days prior to event is eligible for full refund minus admin. fee. Cancellations and reservations not paid in full 45 days or less prior to event are subject to loss of all funds deposited (50% of total rental including admin. fee).
4. Based on availability and the Parks Department Director's approval, certain community-based non-profit organizations may use Parks Department meeting rooms for business meetings at no charge
5. Non-City hosted tournaments are required to pay the City $100 in addition to all other applicable charges.
6. Registered non-profits may be eligible for a 15% reduction of rental charges.
7. 2nd child in the household registered at the same time as the 1st child is eligible for a 10% reduction in activity fee (administrative fee not included). 3rd and subsequent children registered at the same time as the 1st and 2nd child are eligible for a 20% reduction in the activity fee.
8. Some programs (example T-ball) include a T-Shirt in the Program Fee . For programs not including a T-Shirt or for extra shirts the cost is $15.00/ shirt.
9. Renters are expected to leave fields, picnic areas and facilities clean after their rental, renters may be charged a fee for excessive trash or other clean-up.
10. Applicable programs, when advertised as such, will have an early-bird registration period which will consist of a 10% reduction of fees for early registration.

REPORT TO CITY COUNCIL
Late Distribution Notice

DATE: January 11, 2024

TO: Mayor and City Councilmembers

FROM: Joseph Hebert, Parks and Community Service Director

SUBJECT: January 17, 2023 City Council Meeting
Late Distribution Report for Item B-9

Additional time is needed to complete, review, and finalize the report for Item B-9: Fee Waiver for McNally Park Rental, the report will be distributed as soon as it is available. Thank you for your understanding.

REPORT TO CITY COUNCIL

Approved by:

Michael Lima, Director of Financial Services

Arnoldo Rodriguez, City Manager

Council Meeting of: January 17, 2024

Agenda Number: C-1

SUBJECT:

Annual Report regarding Development Impact Fees for the 2022-2023 Fiscal Year

RECOMMENDATION:

Conduct Public Hearing and Approve Resolution Adopting the Annual Report on Development Impact Fees (AB 1600) for Fiscal Year 2022-2023 and Make Findings Regarding the Continued Need for Certain Development Impact Fees

SUMMARY:

Annual reporting on the receipt and expenditure of the Development Impact Fees (DIF) is required under Section 66006 of the California Government Code. In order to meet this legal requirement, staff has prepared the DIF report for Fiscal Year 2022-2023. The report contains all disclosures required under law, including identifying the amount of each fee collected, the disbursements made from each fee type and the amount of interest apportioned to each fee balance during the Fiscal Year 2022-2023.

The City uses these fees to help pay for capital projects that the City undertakes to support the City's infrastructure. They are reflected in the following categories:

- General Government
- Public Safety
- Parks
- Public Works
- Water
- Wastewater
- Streets and Roads
- Signalization
- Sewer
- Storm Drain fees

The following pages outline the activities for each of the Development Impact Fees funds for Fiscal Year 2022-2023 as required by Section 66006 of the California Government Code. The report was made available for public inspection on December 22, 2023, at least 15 days before consideration by Council.

DISCUSSION:

The attached Exhibit A provides a breakdown of the individual fee balances on hand as of June 30, 2023. The funds maintain a positive cash position. The statutes specify that this report shall include the following information:

- A brief description of the type of fee in the account or fund.
- The amount of the fee.
- The beginning and ending balance of the account or fund.
- The amount of the fees collected and the interest earned.
- An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.
- An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement.
- A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid, and the rate of interest that the account or fund will receive on the loan.
- The amount of refunds made.

FINANCIAL IMPACT:

The adoption of the recommended resolution will allow the City to continue to maintain development impact fee balances held longer than five years. These funds will be utilized to construct capital projects serving new development and to reimburse developers when they construct those improvements. If the findings outlined in the attached resolution are not made, the City is obligated under the Government Code to refund these monies to the current owner of the subject properties.

ALTERNATIVES:

Do not accept the AB 1600 Report on Development Impact Fees for Fiscal Year Ended 6/30/2023 or request that staff provide additional information at a future Council meeting.

ATTACHMENTS:

1. Proposed Resolution Approving Annual Report on Development Impact Fees

   Exhibit A - AB 1600 Report on Development Impact Fees for Fiscal Year Ended 6/30/2023

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA ADOPTING THE ANNUAL REPORT ON DEVELOPMENT IMPACT FEES (AB 1600) FOR FY 2022-2023 AND MAKING FINDINGS REGARDING THE CONTINUED NEED OF CERTAIN DEVELOPMENT IMPACT FEES

WHEREAS, City of Madera imposes fees to mitigate the impact of development pursuant to the Mitigation Fee Act (Government Code Section 66000 et seq) commonly known and referenced herein as "AB 1600"; and

WHEREAS, California Government Code 66006 requires an annual public review of all impact fee accounts maintained by a public agency such as the City of Madera; and

WHEREAS, the City Finance Department has prepared a report attached hereto in compliance with the requirements of such State statutes (the "Report"); and

WHEREAS, the report contains all of the information required by law; and

WHEREAS, a copy of the report has been on file since December 22, 2023, at least fifteen days prior to the date of the Council Meeting at which the Report is being reviewed; and

WHEREAS, the Water, Water Pipe, Westberry/Ellis Sewer, Road 28 Sewer Interceptor, Sewer Existing Area, all Sewer Quadrants and categories, Storm Drain Northwest Quadrant, Storm Drain Southeast Quadrant, Fire Services Fee, Public Works, General Government, Transportation, Arterial Collector Street, Traffic Signal and Traffic – Cleveland/Schnoor Area Development Impact Fee Funds activities all have a portion of their balance that has been on deposit for five years or more; and

WHEREAS, additional funds need to be accumulated in such fee accounts before such funds are sufficient to construct the facilities for which the fees were collected.

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

1. All of the above recitals are true and correct.
2. A copy of the resolution shall be forwarded to the Director of Finance for use in overseeing these monies.

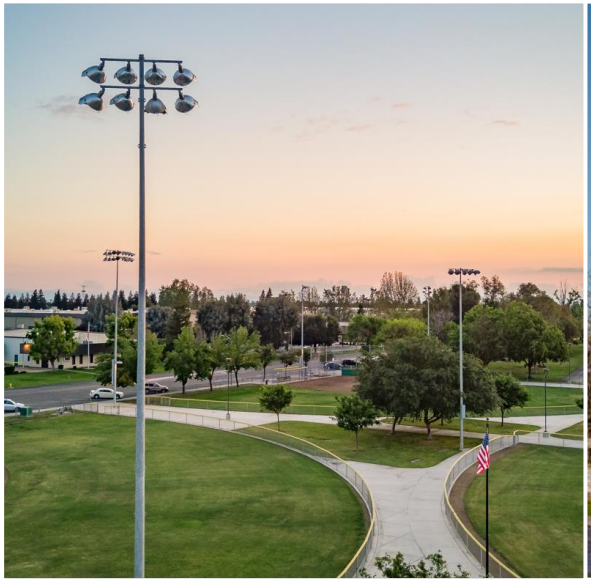
3. The report attached hereto as Exhibit A and incorporated herein by reference, is adopted and hereby approved.
4. The report is consistent with the requirements of Government Code Section 66006. Specifically, the Council finds that the report contains:
    - A brief description of the type of fee in the account or fund.
    - The amount of the fee.
    - The beginning and ending balance of the account or fund.
    - The amount of the fees collected and the interest earned.
    - An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.
    - An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement.
    - A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid, and the rate of interest that the account or fund will receive on the loan.
    - The amount of refunds made.
5. This resolution is effective upon adoption.

* * * * *

City of Madera

2022/23 *Fiscal Year*

AB 1600 Compliance Report



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Introduction

A development impact fee (DIF) is a fee that is imposed by the City on a new or proposed residential or commercial development project. The purpose of these fees is to help pay for the impact that the development(s) will have on the City's infrastructure and servicing requirements. Development impact fees are restricted for use on the specific types of projects for which they are collected from developers. The fees are earmarked for specific types of projects based on their fee type. Annual reporting on the receipt and expenditure of the fees is required under Section 66006 of the California Government Code.

Annual Reporting Requirements

The annual reporting requirements include:

- A brief description of the type of fee in the account or fund.
- The amount of the fee.
- The amount of the fees collected and the interest earned.
- An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.
- An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement.
- A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid, and the rate of interest that the account or fund will receive on the loan.
- The amount of refunds made.

Development Impact Fee Categories

The City uses these fees to help pay for capital projects that the City undertakes to support the City's infrastructure. They include General Government, Public Safety, Parks, Public Works, Water, Wastewater, Streets and Roads, Signalization, Sewer, and Storm Drain fees. The following pages outline the activities for each of the public facilities fees for fiscal year 2022-2023 as required by Section 66006 of the California Government Code.

General Government

The purpose of the General Government Public Facility Fee is to ensure that new development funds its fair share of general government facilities. Revenues are used to expand general facilities and for other projects to accommodate new development.

Current Fee Schedule:

Impact Fee Category	SFD Fee	MFD Fee	Commercial Fee (sf)	Industrial Fee (sf)
General Government Impact Fees	231.04	168.92	0.012	n/a
Administrative Impact Fee	93.72	56.67	0.024	n/a

Fiscal Year 2022-23 Activity:

Beginning Fund Balance, July 1, 2022	$1,130,222.56
Revenue	
Fees Collected	79,431.75
Interest Income	17,012.39
	96,444.14
Expenditures	
Project Expenditures-Transfer Out	15,632.54
	15,632.54
Excess Revenue Over/(Under) Expenditures	80,811.60
Ending Fund Balance, June 30, 2023	$1,211,034.16

Current Public Improvement Projects:

There were $632.54 in contracted services costs for a DIF Study Update in Fiscal Year 2022-23.

Interfund Transfers or Loans:

There is a $15,000.00 total transfer out from this fund towards administrative costs for Fiscal Year 2022-23.

Refunds:

There were no refunds made in Fiscal Year 2022-23.

Public Safety

The purpose of the Public Safety Facility Fund is to ensure that new development funds its fair share of public safety facilities, which includes both Fire and Police. Fire Development Impact Fees provide for the expansion, design, and construction of fire facilities and equipment to address increased demands of the fire department caused by new development. Police Development Impact Fees provide for the Police Department building expansion and equipment to address increased demands on the police caused by new development.

Current Fee Schedule:

Impact Fee Category	SFD Fee	MFD Fee	Commercial Fee (sf)	Industrial Fee (sf)
Fire Department Impact Fees	336.75	247.38	0.036	0.0240
Police Department Impact Fee	541.63	398.87	0.072	0.0599

Fiscal Year 2022-23 Activity:

Beginning Fund Balance, July 1, 2022	$387,884.08
Revenue	
Fees Collected	237,235.35
Interest Income	6,770.48
	244,005.83
Expenditures	
Project Expenditures-Transfer Out	128,813.99
	128,813.99
Excess Revenue Over/(Under) Expenditures	115,191.84
Ending Fund Balance, June 30, 2023	$503,075.92

Current Public Improvement Projects:

There were $42.95 in contracted services costs for a DIF Study Update in Fiscal Year 2022-23.

Interfund Transfers or Loans:

There is a $128,771.04 total transfer out from this fund towards debt service for Fiscal Year 2022-23. The debt partially funded the construction of the police facility.

Refunds:

There were no refunds made in Fiscal Year 2022-23.

Parks

Parks Development Impact Fee Fund is meant to provide for the acquisition and development of parks and recreation facilities impacted by new development in the designated areas.

Current Fee Schedule:

Impact Fee Category	SFD Fee	MFD Fee	Commercial Fee (sf)	Industrial Fee (sf)
Parks Department Impact Fee	2,652.57	1,945.29	n/a	n/a

Fiscal Year 2022-23 Activity:

Beginning Fund Balance, July 1, 2022	$3,760,691.65
Revenue	
Fees Collected	642,860.78
Interest Income	53,451.96
	696,312.74
Expenditures	
Project Expenditures-Transfers Out	627,305.09
	627,305.09
Excess Revenue Over/(Under) Expenditures	69,007.65
Ending Fund Balance, June 30, 2023	$3,829,699.30

Current Public Improvement Projects:

India Park (PK-00064) - This project is limited to activities related to determining suitability of property for acquisition by the City and was funded 100% with DIF.

Interfund Transfers or Loans:

There were no interfund transfers or loans in Fiscal Year 2022-23.

Refunds:

Refund of $522,557.67 was made to Joseph Crown Construction for Almond Park in Fiscal Year 2022-23.

Public Works

Public Works Development Impact Fee Fund is meant to provide for the acquisition and development of public works neccesities impacted by new development in the designated areas.

Current Fee Schedule:

Impact Fee Category	SFD Fee	MFD Fee	Commercial Fee (sf)	Industrial Fee (sf)
Public Works Impact Fee	323.67	99.17	0.133	0.0970

Fiscal Year 2022-23 Activity:

Beginning Fund Balance, July 1, 2022	$744,674.38
Revenue	
Fees Collected	103,735.32
Interest Income	11,817.99
	115,553.31
Expenditures	
Project Expenditures-Transfers Out	91.10
	91.10
Excess Revenue Over/(Under) Expenditures	115,462.21
Ending Fund Balance, June 30, 2023	$860,136.59

Current Public Improvement Projects:

There were $91.10 in contracted services costs for a DIF Study Update in Fiscal Year 2022-23.

Interfund Transfers or Loans:

There were no interfund transfers or loans in Fiscal Year 2022-23.

Refunds:

There were no refunds made in Fiscal Year 2022-23.

Water

The purpose of the Water Systems Development Impact Fee Fund is to provide for the expansion of production, storage, transmission, treatment, and distribution facilities to service new development.

Current Fee Schedule:

Impact Fee Category	SFD Fee	MFD Fee	Commercial Fee (sf)	Industrial Fee (sf)**
Water Impact Fees - Pipes	283.33	151.48	0.133	n/a
Water Impact Fees - Wells	562.34	300.78	0.072	[2]
**Industrial Fee Notes: [2] A minimum of $413 or the amount determined by the City Engineer by multiplying $413 for water supply by either (1) the proposed users estimated daily use in gallons per day divided by 1050, or (2) the estimated number of employees divided by 6, whichever is greater.				

Fiscal Year 2022-23 Activity:

Beginning Fund Balance, July 1, 2022	$324,789.55
Revenue	
Fees Collected	248,057.91
Interest Income	15,919.32
	263,977.23
Expenditures	
Project Expenditures-Transfers Out	46,552.44
	46,552.44
Excess Revenue Over/(Under) Expenditures	217,424.79
Ending Fund Balance, June 30, 2023	$542,214.34

Current Public Improvement Projects:

Water Well 37 (W-GW-001) - Install pump and electrical equipment at previously drilled well and was funded 12% with DIF.

Interfund Transfers or Loans:

There were no interfund transfers or loans in Fiscal Year 2022-23.

Refunds:

Refund of $36,172.10 was made to Joseph Crown Construction for La Spezia II in Fiscal Year 2022-23.

Wastewater

The purpose of the Waste Water Development Impact Fee Fund is to provide for the expansion of collection and treatment capacities in the wastewater utility due to increased sewage caused by new development.

Current Fee Schedule:

Impact Fee Category	SFD Fee	MFD Fee	Commercial Fee(sf)	Industrial Fee(sf)
Wastewater Treatment Plan Impact Fee	1,314.30	923.06	0.763	1.5148

Fiscal Year 2022-23 Activity:

Beginning Fund Balance, July 1, 2022	$1,183,179.39
Revenue	
Fees Collected	521,122.68
Interest Income	20,579.17
	541,701.85
Expenditures	
Project Expenditures-Transfer Out	249,999.96
	249,999.96
Excess Revenue Over/(Under) Expenditures	291,701.89
Ending Fund Balance, June 30, 2023	$1,474,881.28

Current Public Improvement Projects:

There were no projects budgeted in Fiscal Year 2022-23.

Interfund Transfers or Loans:

There is a $249,999.96 total transfer out from this fund towards debt service for Fiscal Year 2022-23.

Refunds:

There were no refunds made in Fiscal Year 2022-23.

Streets and Roads

The purpose of the Streets and Roads Development Impact Fee Fund is to provide for traffic improvements necessary to accommodate the increase in traffic generated by new development.

Current Fee Schedule:

Impact Fee Category	SFD Fee	MFD Fee	Commercial Fee (sf)	Industrial Fee (sf)
Streets (16 ft. arterial street median island)	387.97	237.58	0.142	n/a
Streets (24 ft. collector street lane)	697.47	428.29	0.251	n/a
Streets (12 ft. arterial street lane)	697.47	428.29	0.251	n/a
Transportation Facility Impact Fee - city wide	9 51.40	584.13	0.254	0.3869

Fiscal Year 2022-23 Activity:

Beginning Fund Balance, July 1, 2022	$5,830,934.12
Revenue	
Fees Collected	778,712.52
Interest Income	108,805.22
	887,517.74
Expenditures	
Project Expenditures-Transfers Out	1,313,888.95
	1,313,888.95
Excess Revenue Over/(Under) Expenditures	(426,371.21)
Ending Fund Balance, June 30, 2023	$5,404,562.91

Current Public Improvement Projects:

Westberry Bridge Construction (B-00002) – Construct Westberry Bridge over the Fresno River to provide efficient circulation and maintenance of acceptable levels of service at various local intersections and was funded 100% with DIF.

Interfund Transfers or Loans: There were no interfund transfers or loans in Fiscal Year 2022-23.

Refunds:

Refund of $41,665.47 was made to Joseph Crown Construction for expenses associated with Median Island Reimbursement at the Capistrano XVI subdivision in Fiscal Year 2022-23; Refund of $18,485.10 and $442,352.15 was made to Joseph Crown Construction for expenses associated with offsite improvements on Tozer Street as they relate to Iveywood Subdivision in Fiscal Year 2022-23; Refund of $253,844.70 was made to Joseph Crown Construction for La Spezia II in Fiscal Year 2022-23.

Signalization

The purpose for the Signalization Development Impact Fee Fund is to provide for the impacts on increased traffic caused by new development.

Current Fee Schedule:

Impact Fee Category	SFD Fee	MFD Fee	Commercial Fee (sf)	Industrial Fee (sf)
Traffic Signals	235.40	144.94	0.087	n/a

Fiscal Year 2022-23 Activity:

Beginning Fund Balance, July 1, 2022	$302,355.00
Revenue	
Fees Collected	58,861.21
Interest Income	10,663.83
	69,525.04
Expenditures	
Project Expenditures-Transfers Out	56,402.43
	56,402.43
Excess Revenue Over/(Under) Expenditures	13,122.61
Ending Fund Balance, June 30, 2023	$315,477.61

Current Public Improvement Projects:

There were no projects budgeted in Fiscal Year 2022-23.

Interfund Transfers or Loans:

There were no interfund transfers or loans in Fiscal Year 2022-23.

Refunds:

Refund of $56,350.00 was made to Joseph Crown Construction for expenses associated with offsite improvements on Tozer Street as they relate to Iveywood Subdivision in Fiscal Year 2022-23.

Sewer

The purpose of the Sewer Fee is to ensure that new development funds its fair share of the sewer facilities. Revenue is used to increase the size of the current sewer lines and for other projects to serve increased demand by new development.

Current Fee Schedule:

Impact Fee Category	SFD Fee	MFD Fee	Commercial Fee (sf)	Industrial Fee (sf)**
Sewer additional obl. impact fee – NW	185.27	134.05	0.048	[1]
Sewer additional obl. impact fee - NE	992.81	724.72	0.169	[1]
Sewer additional obl. impact fee - SW	569.97	381.43	0.193	[1]
Sewer additional obl. impact fee - SE	1,495.21	1,093.07	0.278	[1]
Sewer additional obl impact fee - SCCC	888.19	625.55	0.181	[1]
Sewer addtional obl. impact fee - exist. area	135.14	93.72	0.024	[1]
Sewer existing obl. impact fee - NW	272.45	272.45	0.036	$272/unit [1]
Sewer existing obl. impact fee - NE	272.45	272.45	0.036	$272/unit [1]
Sewer existing obl. impact fee - SW	272.45	272.45	0.036	$272/unit [1]
Sewer existing obl. impact fee - SE	716.00	716.00	0.085	$716/unit [1]
Sewer existing obl. impact fee - SCCC	n/a	n/a	n/a	n/a
**Industrial Fee Notes: [1] Westberry Blvd/Ellis Street interceptor to be based on a dwelling unit equivalency at $272 per unit. Road 28 interceptor to be based on a dwelling unit equivalency at $716 per unit.				

Fiscal Year 2022-23 Activity:

Beginning Fund Balance, July 1, 2022	$658,747.09
Revenue	
Fees Collected	198,872.19
Interest Income	13,518.81
	212,391.00
Expenditures	
Project Expenditures-Transfer Out	10,222.13
	10,222.13
Excess Revenue Over/(Under) Expenditures	202,168.87
Ending Fund Balance, June 30, 2023	$860,915.96

Current Public Improvement Projects: Pecan Ave Parallel Sewer Main (SS-00013) - Installation of sewer main sections P-2 & P-3 on Pecan Avenue as referenced in the 2014 Sanitary Sewer System Master Plan and was funded 100% with DIF.

Interfund Transfers or Loans: There is a $3,999.96 total transfer out from this fund towards debt service for Fiscal Year 2022-23.

Refunds: Refund of $7,000.00 was made to K. Hovanian Homes for La Spezia II in Fiscal Year 2022-23.

Storm Drain

The purpose of the Storm Drain Development Impact Fee Fund is for the installation of public storm drainage and flood control facilities within the city boundaries to service needs of future development.

Current Fee Schedule:

Impact Fee Category	SFD Fee	MFD Fee	Commercial Fee (sf)	Industrial Fee (sf)
Storm drain impact fee – NW	2,028.12	1,044.03	1.330	0.5558
Storm drain impact fee – NE	3,099.39	1,453.79	1.210	0.5558
Storm drain impact fee – SW	1,250.00	559.07	1.188	0.5558
Storm drain impact fee – SE	3,472.10	1,394.94	1.090	0.5558
Storm drain impact fee - existing service area	1,132.30	545.99	0.632	0.5558
Storm drain impact fee - SCCC	n/a	n/a	n/a	n/a

Fiscal Year 2022-23 Activity:

Beginning Fund Balance, July 1, 2022	$3,178.626.29
Revenue	
Fees Collected	713,514.79
Interest Income	52,384.99
	765,899.78
Expenditures	
Project Expenditures-Transfers Out	369,789.46
	369,789.46
Excess Revenue Over/(Under) Expenditures	396,110.32
Ending Fund Balance, June 30, 2023	$3,574,736.61

Current Public Improvement Projects:

There were no projects budgeted in Fiscal Year 2022-23.

Interfund Transfers or Loans:

There were no interfund transfers or loans in Fiscal Year 2022-23

Refunds:

Refund of $99,554.06 was made to Joseph Crown Construction for La Spezia II in Fiscal Year 2022-23; Refund of $270,000.00 was made to Joseph Crown Construction for expenses associated with offsite improvements on Tozer Street as they relate to Iveywood Subdivision in Fiscal Year 2022-23.

REPORT TO CITY COUNCIL

Approved by:

Alicia Gonzales, City Clerk

Arnoldo Rodriguez, City Manager

Council Meeting of: January 17, 2024

Agenda Number: C-2

SUBJECT:

Public Hearing No. 3 for Updating of City Councilmember District Boundaries for Annexed Property

RECOMMENDATION:

Conduct a Public Hearing to receive public input on district boundaries to account for property annexed to the City

SUMMARY:

The subject matter has been scheduled to provide the City Council with a report on the districting process for properties annexed into the City and the permissible criteria to be considered to modify district boundaries, as well as to conduct a Public Hearing to receive public input on district boundaries.

BACKGROUND:

Every 10 years, pursuant to Election Code section 21601, cities with by-district election systems are required to redraw their district boundary maps to ensure compliance with the California and federal Voting Rights Acts. This process, called redistricting, ensures that all districts have a nearly equal population. The City adopted its current district boundaries in 2022 based on 2020 census data as required by law.

Between October 20, 2021 and March 16, 2022, the Council held five public hearings to complete the redistricting requirements and dedicated public outreach to ensure minority populations and communities of interest were aware of the redistricting effort and were provided with options to participate. On April 6, 2022, Council adopted an Ordinance Amending Section 2-1.21 of Chapter 1 of Title II of the Madera Municipal Code Regarding By-District

Elections, Adjusting the Boundaries of City Council Election Districts and Confirming Such Revised Council Boundaries.

Since the adoption of the current boundary maps, there has been significant annexation (Villages at Almond Grove) in the northwest portion of the City, adjacent to Council District 1. The annexed area is currently predominately agricultural land with several homes. While the area is in the City, it is not within a Council district, thus the Council District Boundary Maps must be modified to incorporate the annexed area. Per the prior Elections Code, the redistricting of this area must occur by April 2024, 205 days prior to the next regular election on November 5, 2024. Given that recent updates to the Elections Code effective January 1st no longer identify a specific date, the City will continue to use this deadline until further guidance is provided by the State or elections officials.

DISCUSSION:

Process:

The City Council typically chooses where the district lines will be drawn every 10 years based on the latest U.S. Census. Between these regular 10-year updates, changes to district boundaries are typically not allowed under the Elections Code. However, there is an exception for the circumstances here, as new territory has been annexed into the City and the total annexed territory contains less than 25 percent of the City's population. In such cases, the City Council may update the district boundaries to allow for the new members of the community to vote in City elections, etc.

State laws set strict criteria for the updates of the district boundaries in such circumstances. Specifically, the City Council is required to add the new territory "to the nearest existing Council district" without changing the boundaries of other Council district boundaries. As a result, the City's discretion is limited regarding the present annexation.

Even though the criteria for setting the boundaries for annexed property is constrained by State law, the default procedures for redistricting boundaries still apply. Under these procedures the public will have the opportunity to draw and submit district maps for the Council's consideration, and the City may develop its own maps for consideration. By law, including updated that occurred on January 1st, the City must hold at least five public hearings that enable community members to provide input on the drawing of district maps per the following:

- Two Public Hearing will be held to invite public input regarding the composition of the City's voting districts before any draft maps are drawn. The City has previously complied with this requirement.
- Three Public Hearings will be held to invite public input regarding the composition of the City's proposed modifications to the voting districts after the draft maps are drawn. This evening is one of such public hearings, with the other two hearing tentatively scheduled for February 7th and February 21st.

- After the Public Hearings, the City Council will introduce an ordinance establishing a map with the modified voting division boundaries at a scheduled meeting date of the City Council to be determined, likely February 21, 2024, and the ordinance will then be presented for final adoption at the subsequent regularly scheduled meeting anticipated for March 6, 2024.

Mandatory Criteria for Creating Districts:

While public input concerning the composition of the City's voting divisions will be considered, as noted above there are several mandatory criteria that the City must comply with when the actual divisions are created:

1. Any annexed property must be added to the nearest existing Council district; and
2. No other changes to existing Council districts can occur.

FINANCIAL IMPACT:

There is no fiscal impact to modifying the boundaries other than staff time to prepare the necessary staff reports and modify the district boundary maps.

ALTERNATIVES:

Decline to hold a Public Hearing at this time.

ATTACHMENTS:

1. Council Districts Map with Annexations
2. Council Districts Map with Proposed Boundary Modifications

ATTACHMENT 1

Council Districts Map with Annexations

City of Madera
City Council
Election Districts

THE VILLAGES AT ALMOND GROVE
ANNEXED (2022)
AREA (ACRES)
1,851 AC.

1

2

3

4

5

6

Fresno River

Legend

- Madera City Limits
- Assessors Parcels
- State Routes
- Railroads
- Villages at Almond Grove Annexation (2022)

DISTRICT	MEMBER	AREA (ACRES)	ELECTION YEAR
MAYOR	SANTOS GARCIA	AT LARGE	2020
1	CECE GALLEGOS	3,342.7 AC.	2022
2	JOSE RODRIGUEZ	2,328.0 AC.	2020
3	STEVE MONTES	1,394.4 AC.	2022
4	ANITA EVANS	587.2 AC.	2020
5	ELSA MEJIA	1,246.0 AC.	2022
6	ARTEMIO VILLEGAS	1,719.9 AC.	2020

0 0.5 1 2 Miles

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ATTACHMENT 2

Council Districts Map with Proposed Boundary Modifications

City of Madera
City Council
Election Districts

AREA PROPOSED FOR DISTRICT 1:
The Villages at Almond Grove
ANNEXED (2022)
AREA (ACRES)
1,851 AC.

1

2

3

4

5

6

Fresno River

Legend

- Madera City Limits
- Assessors Parcels
- State Routes
- Railroads
- Villages at Almond Grove Annexation (2022)

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6	ARTEMIO VILLEGAS	1,719.9 AC.	2020

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REPORT TO THE CITY COUNCIL AS THE SUCCESSOR AGENCY OF THE FORMER MADERA REDEVELOPMENT AGENCY

Approved by:

Michael Lima

Michael Lima, Director of Financial Services

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: January 17, 2024

Agenda Number: D-1

SUBJECT:

Recognized Obligation Payment Schedule (ROPS) Representing Period of July 1, 2024 to June 30, 2025, for the City as the Successor Agency

RECOMMENDATION:

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

1. Adopt a Resolution Adopting the Recognized Obligation Payment Schedule (ROPS) Representing Period of July 1, 2024 to June 30, 2025, for the City as the Successor Agency of the Former Madera Redevelopment Agency.

2. Adopt a Resolution Approving the Administrative Budget for the City as the Successor Agency of the Former Madera Redevelopment Agency of the City for the Period of July 1, 2024 – June 30, 2025.

SUMMARY:

The ROPS sets forth the enforceable obligations of the Successor Agency. The Successor Agency can onlymake payments on those enforceable obligations listed on a ROPS approved by both the Countywide Oversight Board and the State of California-Department of Finance (DOF). The Successor Agency is not authorized to make any payments for obligations not listed on an approved ROPS.

Once the City Council as the Successor Agency approves the ROPS, it is submitted to the Countywide Oversight Board for approval. Upon their approval, it is transmitted by the Successor Agency to the Department of Finance for its review and approval.

Successor agencies must submit an approved annual ROPS to the DOF and the Madera County Auditor-Controller (CAC) by February 1, 2024 for the upcoming fiscal year. DOF will make its determination by April 15, 2024.

Additionally, Successor Agencies are required to prepare an administrative budget to be submitted to the Countywide Oversight Board for approval.

DOF is responsible for implementation of the RDA dissolution statutes (ABx1 26, AB 1484, AB 471, SB 107) and oversees the winding-down of the successor agencies.

DISCUSSION:

Recognized Obligation Payment Schedule

The deadline established pursuant to AB 1484 to submit the July 1, 2024 to June 30, 2025 ROPS to the CAC and the DOF is February 1, 2024. The City of Madera Successor Agency's Annual ROPS and Administrative Budget is scheduled for adoption at a Special Meeting of the Oversight Board to be held later this month. Upon approval by the Oversight Board, the ROPS will be forwarded to the DOF.

Per Health and Safety Code Section 34177(m), a penalty of $10,000 per day may be issued if the ROPS isnot received by the DOF by February 1, 2024.

Administrative Budget

ABx1 26 and AB 1484 provide for an administrative cost allowance funded from property tax to pay forcosts necessary to carry out enforceable obligations that are incurred for winding down the affairs of redevelopment agencies. The Successor Agency is limited to a maximum administrative allocation of $250,000.00 per year. Administrative costs are allocated to both the property tax administrative allowance and project bond funds.

FINANCIAL IMPACT:

Adoption and transmittal of the ROPS is required to receive money from the Redevelopment Property Tax Trust Fund (RPTTF) to pay ongoing bond payments and other enforceable obligations of the former Redevelopment Agency.

ALTERNATIVES:

Do not adopt the resolutions approving the ROPS and Administrative Budget and provide alternate direction to staff. Due to time constraints, this may result in penalty of $10,000 per day.

ATTACHMENTS:

1. Resolution Approving Successor Agency ROPS
2. Exhibit A - Madera Recognized Obligation Payment Schedule– ROPS Detail
3. Resolution Approving the Successor Agency Administrative Budget Exhibit A – Administrative Budget Detail

ATTACHMENT 1

RESOLUTION NO. SA 24-01

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AS THE SUCCESSOR AGENCY OF THE FORMER MADERA REDEVELOPMENT AGENCY OF THE CITY OF MADERA, ADOPTING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS) 24-25 PURSUANT TO SECTION 34177 OF THE CALIFORNIA HEALTH AND SAFETY CODE FOR FISCAL YEAR 2024-2025 FOR THE PERIOD OFJULY 1, 2024 THROUGH JUNE 30, 2025

WHEREAS, in connection with the approval and adoption of the State Budget for Fiscal Year 2011-2012, the California Legislature adopted, and the Governor signed, ABx1 26 (the "Dissolution Act"),which, after the California Supreme Court's ruling on December 29, 2011, has had the effect of dissolving all redevelopment agencies in the State of California; and

WHEREAS, the City of Madera has accepted the designation as the Successor Agency ("Agency")as that term is defined in the Dissolution Act, which has been authorized to wind down the business of the former Madera Redevelopment Agency; and

WHEREAS, Section 34177 (a)(1) of the California Health and Safety Code (HSC) added by the Dissolution Act required that each redevelopment agency adopt a Recognized Obligation PaymentSchedule (ROPS) for payments the redevelopment agency was obligated to make; and

WHEREAS, Section 34177(o) (1) of the California Health and Safety Code requires the Agency toprepare the ROPS in a format provided for by the Department of Finance for the approval of the Oversight Board and Department of Finance; and

WHEREAS, the Agency reserves the right pursuant to HSC section 34177 (o) (1) (E) to amend theROPS for approved enforceable obligations as needed and isdue to Finance

no later than October 1.

NOW, THEREFORE the City Council of the City of Madera as the Successor Agency to the former Madera Redevelopment Agency of the City of Madera hereby finds, determines, resolves and orders as follows:

1. The recitals listed above are true and correct.

2. The Agency hereby approves and adopts the Recognized Obligation Payment Schedule 24-25 for the period July 1, 2024 through June 30, 2025 attached hereto as Exhibit A.

3. The Agency authorizes and directs the City Manager to:

   (a) Present a copy of the adopted Recognized Obligation Payment Schedule 24-25 for the period July 1, 2024 through June 30, 2025 to the Countywide Oversight Board for approval.

   (b) Transmit a copy of the adopted Recognized Obligation Payment Schedule 24-25 for the period July 1, 2024 through June 30, 2025 by mail or electronic means to the State Department of Finance, the State Controller, Madera County Administrator and Madera County Auditor-Controller.

   (c) Post the Recognized Obligation Payment Schedule 24-25 for the period July 1, 2024 through June 30, 2025 on the City's website.

4. The Agency designates the City Manager as the individual to whom the Department of Finance may make requests for information and who shall provide the department with his telephone number and email address for

purposes of communication.

5. This resolution is effective immediately upon adoption.

* * * * * *

Exhibit A - Madera Recognized Obligation Payment Schedule– ROPS Detail

Madera City ROPS 2024-25 Annual								
#	**Obligation Name**	**Obligation Type**	**Agreement Execution Date**	**Agreement Termination**	**Payee**	**Description**	**Total Outstanding Obligation**	**Total Requested Funding**
54	SA Admin Costs	Admin Costs	1/1/2012	9/10/2038	Successor Agency	Administrative Costs	4,000,000	250,000
165	2018A Tax Allocation Refunding Bonds	Bonds Issued on or Before 12/31/10	6/28/2018	9/1/2038	Bank New York Mellon	Refunding bonds issue to fund RDA projects	27,700,000	2,292,400
166	2018B Tax Allocation Refunding Bonds	Bonds Issued on or Before 12/31/10	6/28/2018	9/1/2025	Bank New York Mellon	Refunding bonds issue to fund RDA projects	925,000	548,296
167	2018 Series Trustee Fee, Arbitrage, Out of Pocket	Fees	6/28/2018	9/1/2038	Bank New York Mellon	Trustee Fees, Disclosure Rprt, Bond Council	85,000	20,000
168	2018 Series Continuing Disclosure	Fees	10/10/2018	9/1/2038	Fraser & Associates	Continuing Disclosure per Bond Requirements	55,000	5,000
						Totals	**32,765,000**	**3,115,696**

ATTACHMENT 2

RESOLUTION NO. SA 24-02

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AS THE SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY OF THE CITY OF MADERA, APPROVING THE SUCCESSOR AGENCY ADMINISTRATIVEBUDGET FOR JULY 1, 2024 THROUGH JUNE 30, 2025

WHEREAS, in connection with the approval and adoption of the State Budget for Fiscal Year 2011-2012, the California Legislature adopted, and the Governor signed, ABx1 26 (the "Dissolution Act"),which, after the California Supreme Court's ruling on December 29, 2011, has had the effect of dissolving all redevelopment agencies in the State of California; and

WHEREAS, the City of Madera has accepted the designation as the Successor Agency ("Agency")as that term is defined in the Dissolution Act, which has been authorized to wind down the business of the former Madera Redevelopment Agency; and

WHEREAS, Section 34177(j) of the California Health and Safety Code (added by the Dissolution Act) requires the Agency to prepare and approve an Administrative Budget for administrative costs of the Agency for the upcoming fiscal year as provided in Section 34177 and submit to the Oversight Boardfor its approval.

NOW, THEREFORE the City Council of the City of Madera as the Successor Agency to the formerMadera Redevelopment Agency of the City of Madera hereby finds, determines, resolves and orders as follows:

1. The recitals listed above are true and correct.
2. The Agency hereby approves the Administrative Budget for administrative costs for theperiod July 1, 2024 through June 30, 2025 attached hereto as

Exhibit A.

3. The Agency authorizes and directs the City Manager to:

(a) Present a copy of the Administrative Budget for administrative costs for the period July 1, 2024 through June 30, 2025 to the Madera Countywide Oversight Board for approval.

b) Upon approval of the Countywide Oversight Board, transmit a copy of the Administrative Budget for administrative costs for the period July 1, 2024 through June 30, 2025 by mail or electronic means to the Madera County Auditor-Controller.

4. This resolution is effective immediately upon adoption.

* * * * *

Exhibit A

SUCCESSOR AGENCY OF THE FORMER MADERA REDEVELOPEMENT AGENCY
Administrative Budget
July 1, 2024 to June 30, 2025

	RPTTF
Salaries & Benefits	$200,000
M & O	50,000
TOTAL	$250,000

REPORT TO CITY COUNCIL

Approved by:

Michael Lima, Financial Services Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: January 17, 2024

Agenda Number: D-2

SUBJECT:

Update of the City's Investment Policy

RECOMMENDATION:

Adopt a Resolution updating the City's Investment Policy

SUMMARY:

The City's Investment Policy serves as a vital framework outlining guidelines for the investment of City and Successor Agency funds, adhering to the stipulations set forth in the California Government Code. Its adoption presents a pivotal opportunity to uphold the responsible and prudent management of public funds entrusted to the City's oversight.

The City has been operating with an Investment Policy for several years. However, it has not been updated since 2018. As State law governing these investment options has changed since 2018, City staff is proposing to make several updates to the Investment Policy. These updates aim to ensure that the Policy remains current and compliant with evolving legal requirements. The changes incorporated into the Policy reflect a commitment to maintaining alignment with the latest statutory mandates, thus fortifying the City's adherence to best practices in fund management.

The proposed adoption of the revised Investment Policy stands as a proactive step towards enhancing the City's financial stewardship, fostering transparency, and maintaining strict adherence to regulatory guidelines in the management of public funds.

DISCUSSION:

California Government Code (CGC) Section 53646 encourages, but does not mandate, local governmental entities to create an investment policy. The investment policy is used to provide

guidelines for the investing and treasury management practices of an organization. Developing and using an investment policy is also considered a “best practice” by the Government Finance Officers Association.

In California, CGC Section 53601 et. seq. dictates the types of investments an agency may make with its treasury portfolio, as well as the maximum percentage of a treasury portfolio that may be invested in any one type. An investment policy adopted by a local government may impose restrictions beyond those specified in CGC Section 53601 et. seq. which limits the type of investments and the percentage of total portfolio invested in one type. However, the investment policy adopted by a local government is not permitted to have a greater number of investment types or a higher percentage of total portfolio invested in one type than that detailed in law.

The City has maintained an Investment Policy over the years, with the most recent version approved by the Council in 2018. Under the existing Investment Policy, the City may invest in the following types:

- Interest Bearing Bank Accounts
- United States Government Bonds
- United States Government Agency Bonds (e.g., Federal Farm Credit Bank)
- Bankers’ Acceptances
- Commercial Paper
- Federal Deposit Insurance Corporation insured Certificates of Deposit
- Credit Union Share Certificates
- Negotiable Certificates of Deposit
- Corporate Medium Term Bonds
- State of California Local Agency Investment Fund (LAIF)
- Money Market Funds
- Taxable Municipal Bonds

Staff investments in any of these instruments based on the City’s cash flow needs and the interest rate being offered on the investment instrument.

Subsequent to the Investment Policy’s last ratification, there have been notable developments within the regulatory landscape, specifically additions to the CGC Section 53601, introducing several new investment types. These updated investment types are presently not incorporated into the City’s current Policy. They include:

- State of California Securities
- Repurchase Agreements
- Local Agency Bonds (in Madera’s case, City of Madera bonds)
- Specific Mutual Funds

- Mortgage-Backed Securities
- CGC Section 53601.8 Certificates of Deposit
- Supra-National Agency Securities
- Public Bank Securities

The 2024 Policy signifies a significant update by incorporating the recently added investment types outlined in CGC Section 53601, expanding the spectrum of potential investments within the treasury management function. Beyond the incorporation of these new investment types, the proposed Policy includes minor adjustments focusing on grammar and formatting to enhance readability and clarity. City staff firmly believes that the proposed 2024 Policy embodies a comprehensive framework that adequately addresses the City's investment requirements. This updated Policy is poised to offer clear directives while effectively meeting the City's financial investment needs, fostering a prudent and well-structured approach to treasury management.

FINANCIAL IMPACT:

Adoption of this Investment Policy does not, by itself, have a financial impact. However, the investment options detailed in the policy will have an impact on the amount of interest income that the City earns on its cash balances. The amount of actual interest earned will depend on interest rates at the time of investment and the amount of money invested.

ALTERNATIVES:

The Council may choose to direct staff to initiate further revisions to the Policy, enabling a deeper exploration and refinement of specific aspects. This approach would involve additional review and potential adjustments to better align the Policy with the evolving regulatory landscape and the City's strategic financial goals. Alternatively, the Council may opt to approve the proposed Policy amendments, acknowledging the comprehensive efforts undertaken by staff to integrate the updated investment types and refine grammar and formatting. This action would signify acceptance of the proposed changes and endorse the revised Policy as a functional framework for the City's investment management.

ATTACHMENTS:

1. Resolution
2. Investment Policy

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, ADOPTING THE 2024 CITY OF MADERA INVESTMENT POLICY

WHEREAS, the California Government Code Section 53646 encourages local governmental entities to develop and implement an investment policy to govern the investing and treasury management practices of that entity; and

WHEREAS, the City of Madera (City) last adopted the City of Madera Investment Policy (Policy) in November 2018, which set forth the investment and operational policies for the management of the public funds of the City; and

WHEREAS, staff has reviewed the Policy and found no items within the Policy that did not meet State Code; and

WHEREAS, the City of Madera Investment Policy can be adopted only by a majority vote of the City Council.

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

1. The above recitals are true and correct.

2. The January 2024 City of Madera Investment Policy, a copy of which is on file in the office of the City Clerk and referred to for particulars, is adopted.

3. The City Clerk is authorized and directed to forward a certified copy of the resolution to the Director of Financial Services, who is authorized to take such action as necessary to implement the terms of this resolution.

4. The resolution is effective immediately upon adoption.

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INVESTMENT POLICY OF THE CITY OF MADERA, CALIFORNIA
January 2024

1.0 POLICY

The purpose of this Policy is to set forth the investment and operational policies for the management of the public funds of the City of Madera (City). This Policy has been adopted by, and can be changed only by, a majority vote of the City Council.

It is the policy of the City to invest funds in a manner which will provide the highest reasonable market return with the maximum security while meeting the daily cash flow demands of the City and conforming to all governing statutes.

2.0 SCOPE

This Policy applies to the financial assets of the City. These funds are accounted for in the Annual Comprehensive Financial Report and include:

A. General Fund;
B. Special Revenue Funds;
C. Capital Project Funds;
D. Enterprise Funds;
E. Trust & Agency Funds; and
F. Any new fund created unless specifically exempted by the City Council.

The City's Investment Policy does not apply to the following:

- Funds held in trust in the City's name in pension or other post-retirement benefit programs;
- Cash and Investments held in lieu of retention by banks or other financial institutions for construction projects;
- Short- or long-term loans made to other entities by the City; and -short-term (Due to/from) or long-term (Advances from/to) obligations made between the City and its funds.

Investment of Bond Proceeds

California Government Code (CGC) Section 5922 (d) governs the investment of bond proceeds and reserve funds in accordance with bond indenture provisions.

Arbitrage Requirement

The US Tax Reform Act of 1986 requires the City to perform arbitrage calculations as required and return excess earnings to the US Treasury from investments of proceeds of bond issues sold after the effective date of this law. These arbitrage calculations may be contracted with an outside source to provide the necessary technical assistance to comply with this regulation. Investable funds subject to the 1986 Tax Reform Act will be kept segregated from other funds and records will be kept in a fashion to facilitate the calculations.

The City's investment position relative to the new arbitrage restrictions is to continue pursuing the maximum yield on applicable investments while ensuring the safety of capital and liquidity. It is the City's position to continue maximization of yield and to rebate excess earnings, if necessary.

3.0 PRUDENCE

The standard to be used when investing the City's funds shall be the "Prudent Investor Standard" (Standard) and shall be applied in the context of managing an overall portfolio. The Standard states that:

> Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs; not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

Investment officers acting in accordance with written procedures and this Policy and exercising due diligence shall be relieved of personal liability for an individual security's credit risk or market price changes, provided deviations from the expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

4.0 OBJECTIVES

As specified in CGC Section 53600.5, the primary objectives, in priority order, when investing, reinvesting, purchasing, acquiring, exchanging, selling and managing public funds:

A. **Safety:** Safety of principal is the foremost objective of the investment program. Investments of the City shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio.
B. **Liquidity:** The investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements which might be reasonably anticipated**.**

C. **Diversification:** The investment portfolio will be diversified by market sector and maturity to spread market risks. Diversification is required in order to limit potential losses on individual securities or issuers.

D. **Yield:** The investment portfolio shall be designed with the objective of attaining a market yield throughout budgetary and economic cycles, taking into account the investment risk constraints and the cash flow characteristics of the portfolio. The portfolio risk shall be measured periodically against a benchmark based on City cash flows and the authorized securities.

Performance Standards

The investment portfolio shall be managed in accordance with the parameters specified within this policy and always within consistently safe and prudent treasury management procedures.

Market Yield (Benchmark)

The City's overall investment strategy is passive: Investments are generally held to maturity. The City portfolio shall be compared to a benchmark in order to determine whether market yields are being achieved. The Local Agency Investment Fund (LAIF) apportionment rate and the two-year U.S. Treasury Note shall be considered useful benchmarks of the City's portfolio performance.

Marking to Market

The market value of the portfolio shall be calculated monthly to ensure that review of the investment portfolio, in terms of value and price volatility, is performed. In defining market value, consideration shall be given to pronouncements from the Government Accounting Standards Board (GASB) that address the reporting of investment assets and investment income for all investment portfolios held by governmental entities. The fair value of all securities reported in the City's portfolio is based on currently quoted market prices.

5.0 DELEGATION OF AUTHORITY

Authority to manage the investment program is derived from California Government Code Sections 53600, et seq. Management responsibility for the investment program is hereby delegated to the City Treasurer (Treasurer), who shall establish written procedures for the operation of the investment program consistent with this Policy. Procedures should include: safekeeping, collateral/depository agreements and banking services contracts, as appropriate. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions.

The Treasurer may delegate certain duties in the investment process and no person may engage in an investment transaction except as provided under the terms of this Policy and the procedures established by the Treasurer. All those involved in the investment process shall be designated investment officers. The Treasurer shall be responsible for all transactions undertaken and shall establish a system of internal controls to regulate the activities of subordinate investment officers. Under the provisions of California Government Code Sections 53600.3, the Treasurer is a trustee and a fiduciary subject to the Standard.

Additionally, the Treasurer is required to annually file applicable financial disclosures as required by the Fair Political Practices Commission (FPPC).

6.0 ETHICS AND CONFLICT OF INTEREST

Investment officers and the Treasurer shall refrain from personal business activity that could conflict with the proper execution of the investment program, or could impair their ability to make impartial investment decisions.

No monies shall be deposited in any state or federal credit union if any investment officer, a member of the City Council, City Administrator's Office, or the Finance Department also serves on the board of directors, or any committee appointed by the board of directors, or the credit committee or supervisory committee, of the state or federal credit union.

7.0 AUTHORIZED FINANCIAL INSTITUTIONS AND DEALERS

Depositories

The Treasurer shall maintain a list of approved financial institutions for time and demand deposits, selected on the basis of credit worthiness, financial strength, and minimal capitalization. No public deposit shall be made except in a qualified public depository as established by state laws.

Broker/Dealers

The Treasurer shall maintain a list of broker/dealers (and brokerage subsidiaries of financial institutions) that provide investment services and are located and registered in the State of California. The Treasurer will approve security broker/dealers selected by credit worthiness and service which are authorized to provide brokerage services in the State of California. The Treasurer shall select only broker/dealers in accordance with the requirements of California Government Code Sections 53601.5 who are licensed and in good standing with the California Department of Securities, the Securities and Exchange Commission, Financial Industry Regulatory Authority (FINRA) or other applicable regulatory organizations.

Qualified institutions and dealers are defined as "primary" dealers or regional dealers that qualify under Securities and Exchange Commission Rule 15D3-1 (uniform net capital rule). No

public deposit shall be made except in a qualified public depository as established by California law.

The Treasurer will accept and review proposals from financial institutions and/or dealers on an ongoing basis. All financial institutions and dealers seeking to become a provider of investment services with the City will be equally considered. Current information on the authorized financial institution(s) and/or broker/dealer(s) will be maintained by the Treasurer including audited financial statements, FINRA CRD reports (as applicable), proof of state of California registration, completed authorization to trade agreement and signed City policy certification. All information must be provided and evaluated before any transactions are considered or transacted.

Policy Certification

Before engaging in investment transactions with a broker/dealer or financial institution, the Treasurer shall have received from said firm a signed City Policy Certification Form. This form shall certify that the authorized individual responsible for the City's account with that Firm has reviewed the City's Investment Policy and that the Firm has reviewed and understands the Policy and intends to present investment recommendations and transactions to the City that are authorized and appropriate under the terms and conditions of this Policy.

8.0 COLLATERALIZATION

All individual certificates of deposit in excess of the Federal Deposit Insurance Corporation's (FDIC) coverage (currently, $250,000) must be collateralized. Collateral must meet the requirements of CGC Section 53652.

Authorized Collateral

Only the following securities are authorized as collateral for time and demand deposits:

A. Obligations of the United States, its agencies or instrumentalities, or evidence of indebtedness of the United States guaranteed as to principal and interest including Mortgage Back Securities and Collateralized Mortgage Obligations which pass the bank test.
B. Obligations of any US state or of a County, City or other political subdivision of any state having been rated as investment grade (investment rate no less than "A" or its equivalent) by two nationally recognized rating agencies.

9.0 SAFEKEEPING AND CUSTODY

All securities purchased or acquired shall be delivered to the City's depository or approved safekeeping institution as required by CGC Section 53601. All security transactions entered

into by the City shall be conducted on delivery-versus-payment (DVP) basis. The safekeeping agent shall establish the City's right of ownership by receipt. No securities shall be held by a broker/dealer. The only exception to the foregoing shall be depository accounts and securities purchases made with: LAIF, time certificates of deposit and money market mutual funds, since the purchased securities are not deliverable.

10.0 DIVERSIFICATION

The City will diversify its investments by security type and institution. Assets shall be diversified to eliminate the risk of loss resulting from over concentration of assets in a specific maturity, a specific issuer, or a specific class of securities. Diversification strategies shall be determined and revised periodically. In establishing specific diversification strategies, the following general policies and constraints shall apply:

A. Portfolio maturities shall be matched versus liabilities to avoid undue concentration in a specific maturity sector.
B. Maturities selected shall provide for stability of income and liquidity.
C. Disbursement and payroll dates shall be covered through maturities investments, marketable US Treasury bills or other cash equivalent instruments such as money market mutual funds.
D. Types of securities or positions will be diversified in accordance with the Policy that limits investments by investment type.

11.0 REPORTING

In accordance with CGC Section 53646(b)(1), the Treasurer shall, on a timely basis, submit a quarterly investment report to the City Council giving detail information on the portfolio and bank positions with summary information to permit an informed outside reader to evaluate the performance of the investment program.

Such a quarterly report shall be presented and the report shall include, at a minimum, a complete description of each position in the portfolio including the type of investments, the issuers, maturity dates par values and the current market value. The report will include all funds managed for City by third party contracted advisors/managers. The report would also include the source of the portfolio valuation and compare their performance of the whole portfolio to its benchmark(s).

As specified in CGC Section 53646(e), if all funds are placed in LAIF or FDIC-insured accounts and/or in a county investment pool, the foregoing report elements may be replaced by copies of the latest statements from such institutions. The report would also include a certification that (1) all investment actions executed since the last report have been made in full compliance with this Policy or must specify in what manner the portfolio is not in compliance and, (2) the City will meet its expenditure obligations for the next six months or provide an

explanation regarding why sufficient monies shall or may not be available, as required by CGC Sections 53646(b)(2) and (3), respectively. The Treasurer shall maintain a complete record and shall present a timely record of all investment transactions.

Market prices for the calculation of market value will be obtained from independent sources.

12.0 AUTHORIZED INVESTMENT INSTRUMENTS

The City is empowered by the CGC to invest in a variety of securities and investment transactions**.** The City has further restricted the authorized investments to match City needs and risk tolerance levels by this Policy.

Allowable investments for the portfolio of the City are limited by CGC Sections 53601 Et seq., 16429.1, and 53635. Percentages of Investment Participation and percentages of Maximum Participation apply at the time of purchase. Purchased transactions may not exceed five-year maturities. No exception to this Policy is authorized until this Policy is amended and the amended Policy is approved by City Council. The investment instruments and percentage of participation permitted by this Policy are stated below.

A. Interest Bearing Accounts

City deposits may be kept in any demand checking or savings accounts at authorized financial institutions as identified in California Government Code Sections 53648 provided that they are adequately insured by FDIC or secured with proper collateral as prescribed by Government Code Sections 53656 and/or 53658 and further defined by this Policy. Funds may be automatically swept from the above accounts into authorized investment instruments limited as to percentage of investment participation by this Policy.

B. Obligation of the U.S. Government

United States Treasury notes, bonds, bill, or securities behind which the faith and credit of the United States is pledged for the payment of principal and interest.

Maximum Maturity:	5 Years
Investment Participation	100%

C. Federal Agency and Instrumentality Securities

Obligations of the agencies, instrumentalities and government sponsored enterprises of the US Government including debentures issued by FNMA, FHLB, FHLMC and FFCB but excluding mortgage-backed securities.

Maximum Maturity:	5 Years

Investment Participation:	100%

D. Bankers' Acceptances

Bills of exchange or time drafts drawn on and accepted by a US banking corporation which will be liquidated in full at maturity and is eligible as collateral from a Federal Reserve Bank.

Maximum Maturity:	180 days
Investment Participation:	30% 10% per bank
Credit Requirement:	A1/P1 by one nationally recognized rating agency

E. Commercial Paper

A short-term, unsecured promissory note issued by financial and non-financial corporations to raise short-term cash. These issuing corporations must have total assets in excess of $500,000,000. Eligible paper is further limited to issuing corporations that are organized and operating within the United States.

Maximum Maturity:	270 days
Investment Participation:	25% of portfolio 10% per issuer
Credit Requirement:	A1/P1 by two nationally recognized rating agencies

F. FDIC Insured or Collateralized Certificates of Deposit (Time Deposits), Including Placement Service Certificates of Deposit

Issued by commercial banks with federal deposit insurance available for amounts up to $250,000. Financial institutions must provide collateral for deposits over $250,000. Before purchase, the Treasurer must verify the FDIC status of the issuing bank (FDIC.gov).

Maximum Maturity:	5 Years
Investment Participation	30%

G. Share Certificates

Share (time) deposits from Credit Unions for amounts up to $250,000 backed by National Credit Union Share Insurance Fund (NCUSIF)

Maximum Maturity	5 Years
Investment Participation	10%

H. Negotiable Certificates of Deposit Securities

FDIC insured certificate of deposit securities issued by commercial banks and sold on the secondary market. Before purchase the Treasurer must verify FDIC status of the issuing bank (FDIC.gov).

Maximum Maturity:	5 Years
Investment Participation	30%

I. Corporate Medium Term Notes

Medium Term Notes issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any states and operating within the United States. One nationally recognized rating agency must rate notes eligible for investment in the "AA" category. This includes the lowest AA rating category, which is AA- for Standard and Poor's and Fitch, and AA3 for Moody's.

If the credit rating of the security falls below the "A" grade, it must be sold and removed from the City Portfolio.

Maximum Maturity:	5 Years
Investment Participation:	30%

J. State of California Investment Pool-Local Agency Investment Fund (LAIF)

A constant dollar pooled investment fund managed by the State Treasurer's Office, which operates like a money market fund for the exclusive benefit of governmental entities within California and maintains a $1 NAV.

Investment Participation: Maximum allowed by LAIF

(Currently $65MM per Account)

K. Money Market Mutual Funds

AAA rated money market mutual funds which strive to maintain a $1 NAV.

Investment Participation: 20%

L. Taxable Municipal Bonds

California Government Code 53601 (d) and (e) permits public agencies to invest in obligations from any US State (in addition to California), as well as California local agency obligations, including bonds payable solely out of the revenues from a revenue producing property owned, controlled, or operated by a state or California local agency or by a department, board, agency or authority of that state or California local agency. One nationally recognized rating agency must rate the bonds in the highest A category. This includes A+ for Standard and Poor's and Fitch, and A1 for Moody's.

If the credit rating of the security falls below the "A" grade, it must be sold and removed from the City Portfolio.

Maximum Maturity 5 years (per State Code)

Investment Participation 20%

The Investment Participation calculation is based on Amortized Book Value of Investments including investments held by the Fiscal Agent.

Securities which have become unauthorized by a change in Policy or law but which were authorized by Policy when purchase will continue to be considered authorized until maturity or sale. If the security is sold or when it matures, all proceeds shall be invested under the current Policy.

M. Investment Pools/Money Market Funds

A thorough investigation of the pool/fund is required prior to investing, and on a continual basis. The investigation will, at a minimum, obtain the following:

- A description of eligible investment securities, and a written statement of investment policy and objectives.

- A description of interest calculations and how it is distributed, and how gains and losses are treated.
- A description of how the securities are safeguarded (including the settlement processes), and how often the securities are priced and the program audited.
- A description of who may invest in the program, how often, what size deposit and withdrawal are allowed.
- A schedule for receiving statements and portfolio listings
- A description of how the pool/fund maintain reserves, retained earnings, etc. or is all income after expenses distributed to participants
- A fee schedule that discloses when and how fees are assessed.
- The eligibility of the pool/fund to invest in bond proceeds and a description of its practices.

Money market funds must be registered with the Securities and Exchange Commission and which comply with rule 2a7 of the Investment Company Act of 1940. The dollar weighted average maturity of the portfolio shall be less than ninety (90) days and the portfolio is managed to maintain a one dollar ($1.00) share price. Also, the fund shall meet either of the following criteria: (a) Attained the highest ranking or the highest letter and numerical rating provided by not less than two Nationally Recognized Statistical-Rating Organizations; (b) retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience managing money market mutual funds with assets under management in excess of five hundred million dollars ($500,000,000).

The purpose of this investigation is to determine the suitability of a pool or fund and evaluate the risk of placing funds with that pool or fund.

N. Joint Powers Authority Investments

Under the provisions of CGC 53601(p), the City is allowed to invest in joint powers authorities that meet certain requirements. Shares of beneficial interest issued by a joint powers authority organized pursuant to Section 6509.7 that invests in the securities and obligations authorized in subdivisions (a) to (q), inclusive, of CGC 53601. Each share shall represent an equal proportional interest in the underlying pool of securities owned by the joint powers authority. To be eligible under this section, the joint powers authority issuing the shares shall have retained an investment adviser that meets all of the following criteria:

(1) The adviser is registered or exempt from registration with the Securities and Exchange Commission.
(2) The adviser has not less than five years of experience investing in the securities and obligations authorized in subdivisions (a) to (q), inclusive of CGC 53601.

(3) The adviser has assets under management in excess of five hundred million dollars ($500,000,000).

O. State of California Securities

Per CGC Section 53601(c), the City is allowed to invest in registered warrants, treasury notes, or bonds of the State of California. These investments include revenue bonds maturing withing five years of the date of purchase.

Maximum Maturity: 5 Years

Investment Participation 100%

P. Repurchase Agreements

CGC Section 53601(j) permits investment in repurchase agreements, reverse repurchase agreements, or securities lending agreements of any securities. The term for repurchase agreements may not exceed one year, and the market value of the underlying securities must maintain a value of 102 percent or greater of the funds borrowed against those securities. Conditions for reverse repurchase and securities are:

- Securities to be sold or lent must have been owned for a minimum of 30 days prior to the transaction.
- The agreement must note exceed a term of 92 days, unless there is a guaranteed spread for the entire period between the sale of a security using a reverse repurchase agreement or securities lending agreement and the final maturity date of the same security.
- The borrowed funds will not be invested for more than 92 days, unless there is a guaranteed spread for the entire period.
- The agreement is made only with the prior approval of the City Council.

Investment Participation 20%

Q. City of Madera Bonds

CGC 53601(a) allows the inclusion of a local agency's bonds into the agency's investment portfolio. Thus, the City of Madera's bonds, including revenue bonds, are permitted as investments.

Maximum Maturity: 5 Years

Investment Participation 100%

R. Mutual Funds

CGC 53601(l) authorizes investment in mutual funds that invest in the other categories authorized in this policy. To be eligible for investment, these mutual funds shall either:

- Attain the highest ranking or highest letter and numerical rating provided by two of the largest nationally recognized rating service, or
- Have an investment adviser registered with the Securities and Exchange Commission with at least five years' experience investing in the securities authorized by this policy.

The purchase price of any shares shall not include any commission that the companies may charge.

Investment Participation	20% (no more than 10% of the portfolio shall be in any one mutual fund)

S. Mortgage-Backed Securities

Investment in any mortgate pass-through security, collateralized mortgage obligation, mortgate-backed or other pay-through bond, equipment lease-backed certificate, consumer receivable pass-through certificate, or consumer receivable-backed bond is allowable under CGC 53601(o). Mortgage-backed security investments purchased for the portfolio shall be issued by an issuer having a "AA" or higher rating for by a nationally recognized rating service.

Maximum Maturity:	5 Years
Investment Participation	20%

T. CGC Section 53601.8 Certificates of Deposit

As authorized under CGC Section 53601.8, the portfolio may invest in "selected" depository institutions that use a private entity that assists in the placements of certificates of deposit with one or more commercial banks, savings banks, savings and loan associations, or credit unions. Such deposits shall at all times be insured by the FDIC or the National Credit Union Administration. The selected depository institution shall serve as custodian for each certificate of deposit that is issued with placement service for the local agency's account.

Maximum Maturity:	5 Years
Investment Participation	30%

U. Supra-National Agency Securities

Investments in United States dollar denominated senior unsecuried unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or the Inter-American Development Bank are permitted under CGC Section 53601(q). Investments in these securities shall be rated "AA" or better by a nationally recognized rating service.

Maximum Maturity: 5 Years

Investment Participation 30%

V. Public Bank Securities

CGC Section 53601(r) authorizes investment in commercial paper, debt securities, or other obligations of a public bank, as defined in CGC Section 57600.

Maximum Maturity: 5 Years

Investment Participation 30%

13.0 PROHIBITED INVESTMENTS

Under the provisions of CGC 53601.6, the City shall not invest any funds covered by this Policy in inverse floaters, range notes, interest-only strips derived from mortgage pools or any investment that may result in a zero interest accrual if held to maturity.

14.0 INTERNAL CONTROLS

A system of internal controls will be established by the Treasurer and maintained to reasonably assure that assets are protected from loss, theft, or misuse and to assure compliance with Federal and State regulations, City Council direction, and prudent cash management procedures.

A. OPERATIONAL INTERNAL CONTROL PROCEDURES

Guidelines/procedures addressing operational internal controls will be established by the Treasurer and maintained to reasonably assure that assets are protected from loss, theft, or misuse and to assure compliance with Federal and State regulations, City Council direction, and prudent cash management procedures.

The guidelines/procedures for operational internal controls shall address the following points at a minimum:

- Control of collusion,
- Separation of transaction authority from accounting and record keeping,
- Custodial safekeeping,
- Clear delegation of authority,
- Written confirmation for all transactions, and
- Review, maintenance and monitoring of security procedures both manual and automated.

Annually, the Treasurer shall perform an internal compliance audit to assure compliance with requirements of this Policy and state statutes.

B. POLICY DIRECTED INTERNAL CONTROLS

Specific controls established for the safety of the portfolio and its management must be maintained and include:

1. Delivery versus Payment

All securities shall be purchased on a delivery versus payment (DVP) settlement basis. Funds shall not be released until receipt of the security by the City's approved custodian. The custodian shall provide the City with proof of ownership or claim by an original document delivered to the City.

2. Cash Flow Forecasting

Cash flow forecasting is designed to protect and sustain cash flow requirements of the City. The Treasurer will analyze and maintain a cash flow plan to monitor and forecast cash positions for investment purposes.

3. Competitive Bidding

All security transactions will be made on a competitive basis to assure the City is receiving good market rates. When issued, securities should be compared to other securities available in the secondary market.

4. Monitoring Credit Ratings

The Treasurer shall monitor, on no less than a monthly basis, the credit rating on all authorized investments in the portfolio which require credit ratings based upon

independent information from a nationally recognized rating agency. If any security falls below the minimum rating required by Policy, the Treasurer shall notify the City Manager of the loss of rating, and liquidate the investment within two days with options for possible liquidation.

5. Monitoring FDIC Status for Mergers and Acquisitions

The Treasurer shall monitor, on no less than a weekly basis, the status and ownership of all banks issuing negotiable CD securities owned by the City based upon information from the FDIC (fdic.gov). If any bank has been acquired or merged with another bank in which CDs are owned by the City, the Treasurer shall immediately liquidate any CD which places the City above the FDIC insurance level. The exception to the above is if the FDIC grandfathers the acquired or merged back. In these instances, both banks are covered by FDIC insurance until the first maturity at either bank.

6. Review of Investment Portfolio

The securities held by the City must be in compliance with Authorized and Suitable Investments at the time of purchase. The City Treasurer shall establish procedures to report to the City Council, major and critical incidences of noncompliance identified through the review of the portfolio.

7. Annual Audit

There will be an annual audit conducted by an independent, outside auditing firm to ensure compliance with all regulations and this Policy of the City.

15.0 RISK TOLERANCES

The City recognizes that investment risks can result from issuer defaults, market price changes or various technical complications leading to temporary illiquidity. Portfolio diversification is employed as a way to control risk. The Treasurer is expected to display prudence and review issuer information in the selection of securities as a way to minimize default risk. No individual investment transaction shall be undertaken which jeopardizes the total capital position of the overall portfolio. The Treasurer shall periodically establish guidelines and strategies to control risks of default, market price changes and illiquidity.

It is explicitly recognized that in a diversified portfolio, occasional measured losses may occur, and must be considered within the context of overall investment return. Any swaps undertaken must be positive to the City's financial position within a three month time horizon from the sell side maturity date.

16.0 ADOPTION OF INVESTMENT POLICY

This Policy shall be reviewed annually, and submitted to the City Council for adoption by resolution on an annual basis. The report to the City Council shall note any changes made to the Policy.

GLOSSARY OF INVESTMENT TERMS

AGENCY: A debt security issued by a federal or federally sponsored agency. Federal agencies are backed by the full faith and credit of the U.S. Government (i.e. Government National Mortgage Association). Federally sponsored agencies (FSA's) are backed by each particular agency with a market perception that there is an implicit government guarantee (i.e. Federal National Mortgage Association).

ASKED PRICE: The price at which securities are offered for sale, also known as offering price.

BENCHMARK: A comparative base for measuring the performance or risk tolerance of the investment portfolio. A benchmark should represent a close correlation to the level of risk and the average duration of the portfolio's investments.

BID PRICE: The price offered by a buyer of securities.

BOND PROCEEDS: The money paid to the issuer by the purchaser or underwriter of a new issue of municipal securities. These moneys are used to finance the project or purpose for which the securities were issued and to pay certain costs of issuance as may be provided in the bond contract.

BOOK VALUE: The value at which a debt security is shown on the holder's balance sheet. Book value is often acquisition cost plus/minus amortization and accretion, which may differ significantly from the security's current value in the market.

BROKER: Someone who brings buyers and sellers together and is compensated for his/her service.

CERTIFICATE OF DEPOSIT (CD): A time deposit with a specific maturity evidenced by a certificate. Large denomination CDs are typically negotiable.

COLLATERAL: Securities, evidence of deposit or other property which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

CREDIT QUALITY: The measurement of the financial strength of a bond issuer. This measurement helps an investor to understand an issuer's ability to make timely interest payments and repay the loan principal upon maturity. Generally, the higher the credit quality of a bond issuer, the lower the interest rate paid by the issuer because the risk of default is lower. Credit quality ratings are provided by a Nationally Recognized Statistical-Rating Organization.

CREDIT RISK: The risk to an investor that an issuer will default in the payment of interest and/or principal on a security.

CUSTODIAN: A bank or other financial institution that keeps custody of stock certificates and other assets.

CURRENT YIELD (CURRENT RETURN): A yield calculation determined by dividing the annual interest received on a security by the current market price of that security.

DEALER: A dealer, as opposed to a broker, acts as a principal in all transactions, by buying and selling for his/her own account.

DELIVERY VERSUS PAYMENT: There are two methods of delivery of securities: delivery versus payment and delivery versus receipt. Delivery versus payment is delivery of securities with an exchange of money for the securities. Delivery versus receipt is delivery of securities with an exchange of a signed receipt for the securities.

DERIVATIVES: (1) financial instruments whose return profile is linked to, or derived from, the movement of one or more underlying index or security, and may include a leveraging factor, or (2) financial contracts based upon notional amounts whose value is derived from an underlying index or security (interest rates, foreign exchange rates, equities or commodities).

DIVERSIFICATION: Dividing investment funds among a variety of security types by sector, maturity and quality ratings offering independent returns.

DURATION: A measure of the timing of the cash flows, such as the interest payments and the principal repayment, to be received from a given fixed-income security. This calculation is based on three variables: term to maturity, coupon rate, and yield to maturity. The duration of a security is a useful indicator of its price volatility for given changes in interest rates.

FAIR VALUE: The amount at which an investment could be exchanged in a current transaction between willing parties, other than in a forced or liquidation sale.

FEDERAL CREDIT AGENCIES: Agencies of the Federal Government set up to supply credit to various classes of institutions and individuals, e.g., S&L's, small-business firms, students, farmers, farm co-operatives, and exporters.

FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC): A federal agency that insures bank deposits currently up to $250,000 per deposit.

FEDERAL HOME LOAN BANKS (FHLB): Government sponsored wholesale banks (currently 12 regional banks) that lend funds and provide correspondent banks services to member commercial banks, thrift institutions, credit unions and insurance companies.

FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA): FNMA is a federal corporation working under the auspices of the Department of Housing and Urban Development (HUD). It is the largest single provider of residential mortgage funds in the United States. Fannie Mae, as the

corporation is called, is a private stockholder-owned corporation. The corporation's purchases include a variety of adjustable mortgages and second loans, in addition to fixed-rate mortgages.

FEDERAL OPEN MARKET COMMITTEE (FOMC): Consists of seven members of the Federal Reserve Board and five of the twelve Federal Reserve Bank Presidents. The President of the New York Federal Reserve Bank is a permanent member, while the other Presidents serve on a rotating basis. The Committee periodically meets to set Federal Reserve guidelines regarding purchases and sales of Government Securities in the open market as a means of influencing the volume of bank credit and money.

FEDERAL RESERVE SYSTEM: The central bank of the United States created by Congress and consisting of a seven member Board of Governors in Washington, D.C., twelve Regional Banks and about 5,700 commercial banks that are members of the system.

FINANCIAL INDUSTRY REGULATORY AUTHORITY (FINRA): A self-regulatory organization (SRO) responsible for governing business between brokers, dealers and the investing public.

GOVERNMENT ACCOUNTING STANDARDS BOARD (GASB): A standard-setting body, associated with the Financial Accounting Foundation, which prescribes standard accounting practices for governmental units.

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION (GNMA or Ginnie Mae): Securities influencing the volume of bank credit guaranteed by GNMA and issued by mortgage bankers, commercial banks, savings and loan associations, and other institutions. Security holder is protected by full faith and credit of the U.S. Government. Ginnie Mae securities are backed by the FHA, VA, or FMHA mortgages. The term "pass-throughs" is often used to describe Ginnie Maes.

GOVERNMENT SECURITIES: An obligation of the U.S. government, backed by the full faith and credit of the government. These securities are regarded as the highest quality of investment securities available in the U.S. securities market. See "Treasury Bills, Notes, and Bonds."

INTEREST RATE RISK: The risk associated with declines or rises in interest rates which cause an investment in a fixed-income security to increase or decrease in value.

INTERNAL CONTROLS: An internal control structure designed to ensure that the assets of the entity are protected from loss, theft, or misuse. The internal control structure is designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that 1) the cost of a control should not exceed the benefits likely to be derived and 2) the valuation of costs and benefits requires estimates and judgments by management. Internal controls should address the following points:

a. Control of collusion - Collusion is a situation where two or more employees are working in conjunction to defraud their employer.

b. Separation of transaction authority from accounting and record keeping - By separating the person who authorizes or performs the transaction from the people who record or otherwise account for the transaction, a separation of duties is achieved.
c. Custodial safekeeping - Securities purchased from any bank or dealer including appropriate collateral (as defined by state law) shall be placed with an independent third party for custodial safekeeping.
d. Avoidance of physical delivery securities - Book-entry securities are much easier to transfer and account for since actual delivery of a document never takes place. Delivered securities must be properly safeguarded against loss or destruction. The potential for fraud and loss increases with physically delivered securities.
e. Clear delegation of authority to subordinate staff members - Subordinate staff members must have a clear understanding of their authority and responsibilities to avoid improper actions. Clear delegation of authority also preserves the internal control structure that is contingent on the various staff positions and their respective responsibilities.
f. Written confirmation of transactions for investments and wire transfers - Due to the potential for error and improprieties arising from telephone and electronic transactions, all transactions should be supported by written communications and approved by the appropriate person. Written communications may be via fax if on letterhead and if the safekeeping institution has a list of authorized signatures.
g. Development of a wire transfer agreement with the lead bank and third-party custodian - The designated official should ensure that an agreement will be entered into and will address the following points: controls, security provisions, and responsibilities of each party making and receiving wire transfers.

LIQUIDITY: A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked prices is narrow and reasonable size can be done at those quotes.

LOCAL AGENCY INVESTMENT FUND (LAIF): Chapter 730, Statutes of 1976 of the State of California, established the Local Agency Investment Fund. This fund enables local governmental agencies to remit money not required for immediate needs to the State City Treasurer for the purpose of investment. In order to derive the maximum rate of return possible, the State City Treasurer has elected to invest these monies with State monies as a part of the Pooled Money Investment Account. Each local governmental unit has the exclusive determination of the length of time its money will be on deposit with the State City Treasurer. At the end of each calendar quarter, all earnings derived from investments are distributed by the State Controller to the participating government agencies in proportion to each agency's respective amounts deposited in the Fund and the length of time such amounts remained therein. Prior to the distribution, the State's costs of administering the program are deducted from the earnings.

MARK-TO-MARKET: The process whereby the book value or collateral value of a security is adjusted to reflect its current market value.

MARKET RISK: The risk that the value of a security will raise or decline as a result of changes in market conditions.

MARKET VALUE: The current price at which a security is trading and could presumably be purchased or sold at that particular point in time.

MASTER REPURCHASE AGREEMENT: A written contract covering all future transactions between the parties to repurchase-reverse repurchase agreements that establish each party's rights in the transactions. A master agreement will often specify, among other things, the right of the buyer-lender to liquidate the underlying securities in the event of default by the seller-borrower.

MATURITY: The date upon which the principal or stated value of a financial obligation is due and payable.

MONEY MARKET MUTUAL FUND: Mutual funds that invest solely in money market instruments (short-term debt instruments, such as Treasury bills, commercial paper, bankers' acceptances, repos and federal funds).

MUTUAL FUND: An investment company that pools money and can invest in a variety of securities, including fixed-income securities and money market instruments. Mutual funds are regulated by the Investment Company Act of 1940 and must abide by Securities and Exchange Commission (SEC) disclosure guidelines.

NATIONALLY RECOGNIZED STATISTICAL-RATING ORGANIZATION (NRSRO): Standard and Poor's, Moody's, and Fitch Financial Services are examples of such organizations.

OFFER: An indicated price at which market participants are willing to sell a security or commodity. Also referred to as the "Ask price."

PAR VALUE: The amount of principal that must be paid at maturity. Also referred to as the face amount of a bond, normally quoted in $1,000 increments per bond.

PORTFOLIO: Combined holding of more than one stock, bond, commodity, real estate investment, cash equivalent, or other asset. The purpose of a portfolio is to reduce risk by diversification.

PRINCIPAL: The face value or par value of a debt instrument, or the amount of capital invested in a given security.

PRIMARY DEALER: A group of government securities dealers who submit daily reports of market activity and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC) registered securities broker/dealers, banks and a few unregulated firms.

PRINCIPAL: (1) The face amount or par value of a debt instrument. (2) One who acts as a dealer buying and selling for his own account.

RATE OF RETURN: The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond or the current income return.

REINVESTMENT RISK: The risk that a fixed-income investor will be unable to reinvest income proceeds from a security holding at the same rate of return currently generated by that holding.

REPURCHASE AGREEMENT (RP OR REPO): A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date. The security "buyer" in effect lends the "seller" money for the period of the agreement, and the terms of the agreement are structured to compensate the buyer for this. Dealers use RP extensively to finance their positions. Exception: When the Fed is said to be doing RP, it is lending money that is increasing bank reserves.

REVERSE REPURCHASE AGREEMENT: An agreement of one party (for example, a financial institution) to purchase securities at a specified price from a second party (such as a public agency) and a simultaneous agreement by the first party to resell the securities at a specified price to the second party on demand or at a specific date.

RISK: Degree of uncertainty of return on an asset.

RULE 2A-7 OF THE INVESTMENT COMPANY ACT: Applies to all money market mutual funds and mandates such funds to maintain certain standards, including a 13-month maturity limit and a 90-day average maturity on investments, to help maintain a constant net asset value of one dollar ($1.00).

SAFEKEEPING SERVICE: A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank's vault for protection and security.

SECONDARY MARKET: A market is made for the purchase and sale of outstanding issues following the initial distribution.

SECURITIES LENDING: An agreement under which a local agency agrees to transfer securities to a borrower who, in turn, agrees to provide collateral to the local agency. During the term of

the agreement, both the securities and the collateral are held by a third party. At the conclusion of the agreement, the securities are transferred back to the local agency in return for the collateral.

STRUCTURED NOTES: Notes issued by Government Sponsored Enterprises, (FHLB, FNMA, FHLMC, etc.), and Corporations that have imbedded options, (e.g., call features, step-up coupons, floating rate coupons, derivative-based returns), into their debt structure. Their market performance is impacted by the fluctuation of interest rates, the volatility of the imbedded options and shifts in the shape of the yield curve.

SWAP: Trading one asset for another.

TOTAL RETURN: The sum of all investment income plus changes in the capital value of the portfolio.

TREASURY BILLS: Short-term U.S. government non-interest bearing discounted debt securities with maturities of no longer than one year and issued in minimum denominations of $10,000. Auctions of three- and six-month bills are weekly, while auctions of one-year bills are monthly. The yields on these bills are monitored closely in the money markets for signs of interest rate trends.

TREASURY BOND: A long-term coupon-bearing U.S. Treasury security issued as a direct obligation of the U.S. Government and having an initial maturity of more than 10 years and issued in minimum denominations of $1,000.

TREASURY NOTE: A medium-term coupon-bearing U.S. Treasury security issued as a direct obligation of the U.S. Government and having an initial maturity of from one to ten years and issued in denominations ranging from $1,000 to $1 million or more.

UNIFORM NET CAPITAL RULE: Securities and Exchange Commission (SEC) Rule 15C3-1 outlining requirements that member firms as well as nonmember broker-dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1; also called net capital rule and net capital ratio. Indebtedness covers all money owed to a firm, including margin and commitments to purchase securities, one reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.

VOLATILITY: A degree of fluctuation in the price and valuation of securities.

YIELD: The current rate of return on an investment security generally expressed as a percentage of the security's current price. (a) INCOME YIELD is obtained by dividing the current dollar income by the current market price for the security. (b) NET YIELD or YIELD TO MATURITY is the current income yield minus any premium above par or plus any discount from par in purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

REPORT TO CITY COUNCIL
Late Distribution Notice

DATE: January 11, 2024

TO: Mayor and City Councilmembers

FROM: Arnoldo Rodriguez, City Manager

SUBJECT: January 17, 2023 City Council Meeting
Late Distribution Report for Item D-3

Additional time is needed to complete, review, and finalize the report for Item D-3: California Office of Emergency Services Grant Subaward, the report will be distributed as soon as it is available. Thank you for your understanding.

REPORT TO CITY COUNCIL

Approved by:

Giachino Chiaramonte

Giachino Chiaramonte, Chief of Police

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: January 17, 2024

Agenda Number: D-3

SUBJECT:

California Office of Emergency Services Grant Subaward

RECOMMENDATION:

Adopt Resolutions:

1. Accepting a Grant Subaward from the California Office of Emergency Services in the amount of $950,000.
2. Amending the City's 2023/24 Budget to reflect revenues and expenditures related to the grant.

SUMMARY:

The City of Madera has been awarded $950,000 as part of the State of California's Fiscal Year 2023 Budget due to the efforts of State Senator Anna Caballero, who supported the City's request to fund improvements to the Police Department's mobile command center and north parking lot, as well as the City's Safe and Clean Team efforts. The City has been advised that the specific funds allocated to the City will be administered by the California Office of Emergency Services (CalOES).

To move forward with the receival of funds, the City must seek Council approval by Resolution acknowledging its responsibilities and naming an Authorized Official. The requested action also includes a budget amendment to allocate portions of the funds for capital projects, a portion towards this fiscal year's operating budget, and would reserve a portion for next year's operating budget. All recommended appropriations are consistent with the initial uses for the funds as identified when the request was submitted to Senator Caballero.

DISCUSSION:

During State Budget preparations, the City was approached by Senator Caballero to identify critical shovel-ready projects lacking funding. Staff identified three key projects, including:

- $300,000 for a mobile command post
- $350,000 for a capital improvement initiative to enhance employee parking and accommodate the new command post
- $300,000 for the implementation of the City's Safe and Clean Team, dedicated to addressing issues that cause blight in our community and improving the health and welfare of our citizens.

These projects, championed by Senator Caballero, were successfully named and endorsed within the State's Fiscal Year 2023 Budget, underscoring the collaborative efforts between Senator Caballero and the City to address critical community needs.

The grant award funds will be administered by CalOES in what the state titles a Pass Through Grant Subaward. All funds for this particular funding source will be administered by CalOES, with CalOES receiving the funds from the State and subrecipients receiving the funds through CalOES. The requested action will assign the City Manager as the Authorized Agent to execute the agreement and any other documents necessary to receive the funds. Furthermore, the Resolution authorizes the City Manager to execute any documents and forms requested during the performance period, July 1, 2023, through March 1, 2027.

Two of the three projects were identified in the City's 2023/24 Budget.

- Police Department Parking Lot. The capital improvement project for parking lot improvements at the Police Department was appropriated in the Measure K Police Fund. The contract for the project was awarded to Terra West Construction, Inc. in November 2023, in the amount of $518,700 with a ten percent (10%) contingency.

- Safe and Clean Team. Funds were appropriated in the General Fund for a full time Safe and Clean Team dedicated to projects that keep our community clean through the abatement of nuisance items in public spaces. The current year operating budget for this program is $223,124.

The mobile command center did not have an identified funding source before the grant award. The grant award is estimated to cover approximately 50% of the cost of the new command center. Staff will obtain quotes for the envisioned equipment and depending on timing, will either bring a budget amendment for Council's consideration in the current year or will include a request for appropriations in next year's operating budget.

The budget amendment, attached as Exhibit A to the second resolution, recognizes the revenues to be received in the current fiscal year, as well as appropriates monies for expenditure. As the funds received for the Safe and Clean Team exceed the current year adopted operating budget for that particular work unit, the excess funds will be held in the fund balance for that grant and recommended for appropriation next fiscal year.

FINANCIAL IMPACT:

Accepting these funds will significantly benefit the City's finances by alleviating the financial burden on the General Fund and other City funds while ensuring these vital initiatives move forward. Specific to each project:

- For the Mobile Command Center, the amendment appropriates $300,000 for the acquisition of the vehicle and necessary equipment.

- The capital improvement project to expand employee parking and store the command center was appropriated in the Measure K Police Fund. These grant funds will supplement the appropriated Measure K funds and offset the cost to the City. Specifically, the parking lot enhancement project will cost the City $518,700. The grant funds will cover $350,000, reducing the project cost borne by Measure K.

- The Safe and Clean Team personnel and operational costs were appropriated in the General Fund for a total of $223,124. The budget amendment alleviates the General Fund by appropriating the grant funds to cover the total budgeted cost of the Safe and Clean Team, with $76,876 that will be identified as fund balance and will be appropriated for the Safe and Clean Team next fiscal year. It should be noted that some specialty pieces of equipment designed to help clear debris in the river bottom were paid for with Fire Measure K; the grant funds are not being considered as an offset to this expense as the equipment's purpose is to assist in fire prevention activities.

ALTERNATIVES:

Council may direct staff to seek additional grant funds. Alternatively, Council may direct staff to decline the monies.

ATTACHMENTS:

1. Resolution – Authorizing Acceptance for the Specified Grants Funds
    a. Grant agreement
2. Resolution – Budget Amendment
    a. Exhibit A: Budget Appropriation line item detail

RESOLUTION NO. 24-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA ACCEPTING A GRANT SUBAWARD FROM THE CALIFORNIA OFFICE OF EMERGENCY SERVICES IN THE AMOUNT OF $950,000

WHEREAS, the City identified shovel ready projects to State Senator Caballero during State budget preparations; and

WHEREAS, per Assembly Bill 102, the City was awarded $950,000 through a Grant Subaward administered by CalOES; and

WHEREAS, the City must enter an agreement with CalOES to receive the grant funds; and

WHEREAS, the City Manager is authorized to execute all documents related to the receipt and reporting of the funds as the Authorized Signer; and

WHEREAS, the City wishes to accept the Grant Subaward in the amount of $950,000.

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 Grant Subaward in the amount of $950,000 from CalOES is accepted and the agreement between the two entities, attached is Exhibit 1 and incorporated herein, is approved.

3. The City Manager is authorized to execute the agreement and any documents related to the receipt and reporting of the funds.

4. This resolution is effective immediately upon adoption.

* * * * * * * *

Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Pass Through Grant Subaward

Information and Instructions

1. **GRANT SUBAWARD NUMBER:** This section will be completed by Cal OES.
2. **SUBRECIPIENT:** The Subrecipient is the unit of government or community based organization (CBO) that will have legal responsibility for these grant funds (e.g. County of Alameda, City of Fresno or Women's Place of Merced).
3. **IMPLEMENTING AGENCY:** Enter the complete name of the agency responsible for the day-to-day operation of the grant (e.g. Sheriff, Police Department, or Department of Public Works). If the Implementing Agency is the same as the Subrecipient, enter the same title again.
4. **PAYMENT ADDRESS:** Enter the address payment should be mailed to, including nine-digit zip code.
5. **GRANT SUBAWARD PERFORMANCE PERIOD** Enter beginning and ending dates of the performance period for the Grant Subaward. (mm/dd/yyyy)
6. **PURPOSE:** This section will be completed by Cal OES.
7. **FUND ALLOCATION, AUTHORITY, AND GRANT SUBAWARD TOTAL:** This section will be completed by Cal OES.
8. **CERTIFICATION:** This section will be completed by Cal OES.
9. **CA PUBLIC RECORDS ACT REQUEST:** This section will be completed by Cal OES.
10. **AUTHORIZED SIGNER:** Provie the name, title, and signature of the person who is vested with the authority to enter into this Grant Subaward, and has the approval of the City/County Financial Officer, City Manager, County Administrator, Governing Board Chair, or other Approving Body.

Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Pass Through Grant Subaward

1. PASS THROUGH GRANT SUBAWARD #:	LI2023-024

The California Governor's Office of Emergency Services (Cal OES) hereby makes a Grant Subaward of funds to the following:

2. SUBRECIPIENT: City of Madera

3. IMPLEMENTING AGENCY: Madera Police Department

4. PAYMENT MAILING ADDRESS: 330 South C Street, Madera, CA 93638
(Street) (City) (Zip+4)

5. GRANT SUBAWARD PERFORMANCE PERIOD: 7/1/2023 through 3/1/2027

6. PURPOSE:

For upgrades to the Mobile Command Center.
Service Location: 18904

7. FUND ALLOCATION, AUTHORITY, AND GRANT SUBAWARD TOTAL:

Enactment Year	Fund Source	Authorizing Legislation	Chapter	Statutes	Item Number	Provision	Total Award
FY23	General Fund	AB 102	38	2023	0690-101-0001	CS 19.563	$950,000

8. CERTIFICATION: I hereby certify I am vested with the authority to enter into this Grant Subaward, and have the approval of the City/County Financial Officer, City Manager, County Administrator, Governing Board Chair, or other Approving Body. The Subrecipient certifies that all funds received pursuant to this agreement will be spent exclusively on/for activities specified in the purpose section above in the Grant Subaward. The Subrecipient agrees to administer the Grant Subaward in accordance with all applicable state and federal laws.

9. CA PUBLIC RECORD ACT REQUEST: Grant Subaward applications/awards are subject to the California Public Records Act, Government Code section 6250 et seq. Do not put any personally identifiable information or private information on this application. If you believe that any of the information you are putting on this application is exempt from the Public Records Act, please attach a statement that indicates what portions of the application and the basis for the exemption. Your statement that the information is not subject to the Public Records Act will not guarantee that the information will not be disclosed.

10. AUTHORIZED SIGNER:

Name: Arnoldo Rodriguez Title: City Manager

Signature: _____ Date: _____

(FOR CAL OES USE ONLY)

I hereby certify upon my personal knowledge that budgeted funds are available for the Grant Subaward performance period and purposes of this expenditure stated above.

_____ _____ _____ _____
Cal OES Fiscal Officer **Date** **Cal OES Director or Designee** **Date**

RESOLUTION NO. 24-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AUTHORIZING AND APPROVING AMENDMENTS TO THE CITY OF MADERA FISCAL YEAR 2023/2024 BUDGET

WHEREAS, the City Council has authorized the City Manager to accept a grant award in the amount of $950,000 from the California Office of Emergency Services; and

WHEREAS, the amendments to the City of Madera Fiscal Year 2023/2024 Budget, listed in Exhibit A, attached hereto, are necessary to account for receipt of the grant funds and related expenditures.

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

1. The above recitals are true and correct.
2. The appropriations for the items listed in Exhibit A, attached hereto and incorporated herein, are approved.
3. The City Clerk is authorized and directed to forward a copy of the resolution to the Director of Financial Services, who is authorized to take such action as necessary to implement the terms of this resolution
4. The resolution is effective immediately upon adoption.

****

EXHIBIT A

CITY OF MADERA FISCAL YEAR 2023/24 BUDGET APPROPRIATION
FOR A GRANT SUBAWARD FROM THE CALIFORNIA OFFICE OF EMERGENCY SERVICES

FUND	ORG CODE	OBJECT CODE	DESCRIPTION	(+)	(-)
CALOES GRANT					
4781	47813010	4434	Grants - Mobile Command Center		300,000
4781	47813010	7000	Vehicles and Equipment	300,000	
4781	47813011	4434	Grants - Parking Lot Improvements		350,000
4781	47813011	7030	Facilities and Improvements	350,000	
4781	47813012	4434	Grants - Safe and Clean Team		223,124
4781	47813012	5000	Salaries/Full Time	94,292	
4781	47813012	5005	Salaries/Part Time	-	
4781	47813012	5110	Salaries/Uniform Pay	750	
4781	47813012	5300	Public Employee Retirement	11,245	
4781	47813012	5302	Long Term Disability	591	
4781	47813012	5303	Life Insurance	129	
4781	47813012	5304	Worker's Compensation	8,714	
4781	47813012	5305	Medicare Tax	1,312	
4781	47813012	5308	Deferred Comp/Full Time	4,289	
4781	47813012	5309	Unemployment Insurance	378	
4781	47813012	5310	Section 125 Benefits	26,424	
4781	47813012	6532	Maintenance/Other Supplies	75,000	
			TOTALS	**873,124**	**873,124**
GENERAL FUND					
1020	10200000	4900	Budgetary Carryover	223,124	
1020	10203020	5000	Salaries/Full Time		94,292
1020	10203020	5005	Salaries/Part Time		-
1020	10203020	5110	Salaries/Uniform Pay		750
1020	10203020	5300	Public Employee Retirement		11,245
1020	10203020	5302	Long Term Disability		591
1020	10203020	5303	Life Insurance		129
1020	10203020	5304	Worker's Compensation		8,714
1020	10203020	5305	Medicare Tax		1,312
1020	10203020	5308	Deferred Comp/Full Time		4,289
1020	10203020	5309	Unemployment Insurance		378
1020	10203020	5310	Section 125 Benefits		26,424
1020	10203020	6532	Maintenance/Other Supplies		75,000
			TOTALS	**223,124**	**223,124**

REPORT TO CITY COUNCIL

Approved by:

Giachino Chiaramonte

Giachino Chiaramonte, Chief of Police

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: January 17, 2024

Agenda Number: D-4

SUBJECT:

Acceptance of a donation to the Police Department

RECOMMENDATION:

Adopt a Resolution accepting a donation from various local business owners in the amount of $4,500 and amending the City's 2023/24 Budget to reflect revenues and expenditures related to the donation

SUMMARY:

Various local business owners from our City's vibrant Sikh community have extended their support to our law enforcement by generously donating $4,500. This heartfelt contribution is intended to fortify law enforcement initiatives, specifically facilitating the acquisition of essential equipment and bolstering outreach endeavors, particularly during the holiday season.

DISCUSSION:

A large intent behind the donation is geared toward giving back during the holidays. The Police Department typically participates in community outreach during the holidays by purchasing groceries, passing out gift cards to help with purchasing presents, and/or paying for a family's gas for holiday travel. In addition to community outreach projects, this donation may be used to purchase equipment. The requested action would accept the donation and determine that the money be used to fund outreach projects and equipment needs within the department.

FINANCIAL IMPACT:

The generous donation from local business owners stands as an enhancement to our community outreach initiatives. Specifically designated to augment the City's efforts during the holiday season, this donation will facilitate goodwill purchases for community members. Importantly, all activities and provisions planned for the holiday season, funded through these donations, will not necessitate invoicing by the City for expenditures. This donation aligns seamlessly with the

City's commitment to fostering community engagement and support, illustrating a collaborative effort that enriches the lives of our residents without imposing financial burdens on our municipal resources.

ALTERNATIVES:

The City Council could direct staff to return the $4,500 donation.

ATTACHMENTS:

1. Resolution – Accepting the donation and amending the City's Budget
    a. Exhibit A: Budget Amendment

RESOLUTION NO. 24-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, ACCEPTING A DONATION TO THE POLICE DEPARTMENT FOR $4,500 AND AUTHORIZING AND APPROVING AMENDMENTS TO THE CITY OF MADERA FISCAL YEAR 2023/2024 BUDGET

WHEREAS, the City Council authorizes the acceptance of a donation to the Police Department in the amount of $4,500 from local Madera business owners; and

WHEREAS, the donation will be used to bolster outreach endeavors and acquire essential equipment; and

WHEREAS, the amendments to the City of Madera Fiscal Year 2023/2024 Budget, listed in Exhibit A, attached hereto, are necessary to account for receipt of the grant funds and related expenditures.

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

1. The above recitals are true and correct.
2. The donation in the amount of $4,500 is accepted.
3. The appropriations for the items listed in Exhibit A, attached hereto, are approved.
4. The City Clerk is authorized and directed to forward a copy of the resolution to the Director of Financial Services, who is authorized to take such action as necessary to implement the terms of this resolution
5. The resolution is effective immediately upon adoption.

****

EXHIBIT A

CITY OF MADERA FISCAL YEAR 2023/24 BUDGET APPROPRIATION FOR A DONATION TO THE POLICE DEPARTMENT

FUND	ORG CODE	OBJECT CODE	DESCRIPTION	(+)	(-)
PD DONATIONS					
7610	76102657	4301	Donations		4,500
7610	76102657	6561	Miscellaneous Expenses	4,500	
			TOTALS	**4,500**	**4,500**

REPORT TO CITY COUNCIL

Approved by:

Joseph Hebert, Parks & Community Services Director

Arnoldo Rodriguez, City Manager

Council Meeting of: January 17, 2024

Agenda Number: D-5

SUBJECT:

Agreement for Lions Town & Country Park Restroom Renovation Project

RECOMMENDATION:

Adopt a Resolution awarding a contract under Invitation for Bids (IFB) No. 202324-05 to David J. Boyle Electric Shop for the Lions Town & Country Park Restroom Renovation for $164,000

SUMMARY:

On December 21, 2023, the City received three bids in response to the Invitation for Bids (IFB) for Contractor services aimed at renovating the existing restroom at LT&C Park. The scope of work includes the comprehensive renovation of the restroom interior along with the painting of its exterior.

Funding for the restroom renovation comes from the State of California Department of Parks & Recreation, Per Capita Grant Program funded by Proposition 68. The City was appropriated $177,952 for an eligible capital outlay related project. This renovation project aligns with the grant's criteria, focusing on enhancing the LT&C Park restroom between Fields 1 & 2, acknowledged as the park's most utilized restroom necessitating capital improvements.

DISCUSSION:

The Per Capita Grant Program originates from Proposition 68, placed on the ballot via Senate Bill 5 and approved by voters on June 5, 2018. It includes the General Per Capita Program and the Urban County Per Capita Program, which represent a combined total of over $198 Million in funding. The funding allocation for this renovation project is determined based on the population of eligible cities, counties, or other districts. The Program, administered by the California State Park's Office of Grants and Local Services (OGALS), is specifically designed to supplement existing capital outlay expenditures for recreational purposes within communities.

Based on the City's population, a total of $177,952 was allocated to the City. Since the allocation, staff conducted a deeper assessment for the capital improvements needed at the restroom, that included planning for ADA compliance in and around the restroom site as well. The restroom, facing Howard Road, primarily serves the large baseball diamonds, Fields 1 & 2. These fields are designated for Little League and Babe Ruth baseball leagues that run for several months during the year. The baseball fields also hold many tournaments and are used for public recreational use throughout the year.

The existing restroom is in dire need of improvements to replace fixtures such as the toilets, sinks, urinals, and partitions. Furthermore, new floors and walls will also be installed, along with enhanced interior and exterior lighting. It is worth noting that the existing restroom does not meet ADA accessible requirements.

To proceed with the renovation, staff prepared IFB No. 202324-05. The IFB was released on November 18, 2023, with bids due on Thursday December 21, 2023. The IFB notice was duly published in the Madera Tribune on November 18 and 25, 2023. In addition, IFB was published on the following platforms:

- City of Madera PlanetBids Vendor Portal
- Construction Bidboard (Ebidboard)
- Dodge Data & Analytics
- Placer Country Contractors Association & Builders Exchange
- Builders' Exchange of San Joaquin
- Central California Builders Exchange
- Valley Builders Exchange

Regarding the bidding process, 59 bidders from the City's online vendor registry were notified. An additional 250 potential bidders licensed to perform the work identified in the scope of the IFB were notified through PlanetBids. A total of 9 potential bidders downloaded the project bid documents and indicated that they would bid. Bids were ultimately received from three vendors as highlighted on Table 1. The three bids received were evaluated by City staff for responsiveness and cost.

Table 1 shows vendors ranked by cost, with staff recommendation for awarding the contract to David J. Boyle Electrical Shop, being the lowest responsive, responsible bid per the requirements set forth in the project's contract documents.

Table 1*: Bids Received Ranked by Cost*

Rank	*Firm*	*Bid Amount*
1	David J. Boyle Electrical Shop	$164,000
2	Better Enterprises, Inc.	$279,068
3	GCB1, Inc. dba GC Builders	$296,602

Among the three bids received for the project, one of the submissions came from David J. Boyle Electric Shop, a reputable local contractor located in town, with a long-standing history in our community. David J. Boyle Electric Shop specializes in electrical installations and various building improvements. The company, established in 1920, has been involved in general engineering, construction, and electrical contracting work. Notably, the City has engaged in prior collaborations with David J. Boyle Electric Shop on various municipal projects, encompassing electrical installations and building constructions.

The engineer's initial estimate for the project cost was $134,000. David J. Boyle Electric Shop submitted a bid of approximately $164,000, which exceeds the estimated project cost. However, the bid falls within the grant funding allocated for this project, amounting to $177,952.

FINANCIAL IMPACT:

The funding for the renovation of the restroom aligns with the guidelines of the Proposition 68 grant. The aim of these grants is to encourage recipients to focus on rehabilitating existing infrastructure and enhancing outdoor access within their communities.

The LT&C Park restroom renovation project has been budgeted within the City's Fiscal Year 2023/24 Parks Grant Fund #4109-6356-7030. The project's approved budget amounts to $177,952, aligning with the grant's scope of work and objectives.

During this Fiscal Year, expenditures related to the Per Capita Grant Program project have been diligently managed. Specifically, a total of $1,325 has been allocated for costs associated with the bid advertisement of IFB No. 202324-05. These expenses are in line with the initial stages of the project, focusing on the solicitation of bids for the renovation.

ALTERNATIVES:

Staff has carefully considered the bids received for the renovation project. An alternative course of action involves rejecting all bids, which could potentially lead to several consequences that need to be taken into account.

Rebidding the project introduces uncertainties that may impact the project's overall cost. There is a possibility of receiving higher bids or encountering a lack of additional bids in a subsequent bidding process. This scenario could prolong the timeline for selecting a contractor and commencing the restroom renovation, potentially delaying essential improvements.

Moreover, failure to proceed promptly with the project poses a risk to the City's ability to meet the project completion deadline by June 30, 2024. Timely execution is crucial to ensure that the restroom renovation aligns with the designated schedule and grant compliance requirements. Any delays in initiating the project might jeopardize the City's adherence to the project timeline, potentially impacting the availability of grant funds or meeting the intended objectives within the specified timeframe.

ATTACHMENTS:

1. Resolution Awarding IFB No. 202324-05 to David J. Boyle Electrical Shop for the renovation of restroom at Town & Country Park
    a. Exhibit A: Construction Agreement

ATTACHMENT 1

Resolution Awarding IFB No. 202324-05 to
David J. Boyle Electrical Shop
for the renovation of restroom at Town & Country Park.

a. Exhibit A: Construction Agreement

RESOLUTION NO. 24-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING AWARDING IFB NO. 202324-05 TO DAVID J. BOYLE ELECTRICAL SHOP FOR THE RENOVATION OF RESTROOM AT TOWN & COUNTRY PARK IN THE AMOUNT OF $164,000

WHEREAS, the City of Madera released an Invitation for Bids (IFB) No. 202324-05 calling for the renovation of the existing restroom building at Lions Town & Country Park; and

WHEREAS, the IFB No. 202324-05 was released on November 18, 2023; and

WHEREAS, the IFB No. 202324-05 was duly noticed and published accordingly; and

WHEREAS, a total of three bids were received as of December 21, 2023; and

WHEREAS, one bid was received from David J. Boyle Electrical Shop; and

WHEREAS, David J. Boyle Electrical Shop submitted the lowest responsible bid at $164,000; and

WHEREAS, the City wishes to enter into a Construction Agreement with David J. Boyle Electrical Shop for the completion of the work; and

WHEREAS, the Construction Agreement is to be for $164,000; and

WHEREAS, the work to be completed is being funded by the State of California Department of Parks and Recreation, Per Capita Grant Program.

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 City of Madera does hereby accept the three bids received for this project, finds that David J. Boyle Electrical Shop, is the lowest responsive and responsible bidder, and awards a construction contract for the IFB 202324-05 Lions Town & Country Park Restroom Renovation project in the amount of $164,000 to David J. Boyle Electrical Shop. Said contract is attached hereto as Exhibit A and approved as to its material terms, and the Mayor is authorized to execute the same on behalf of the City subject as to legal form by the City Attorney.
3. This Resolution is effective immediately upon adoption.

****

CONSTRUCTION AGREEMENT
IFB 202324-05 TOWN AND COUNTRY PARK RESTROOM RENOVATIONS

This Construction Agreement ("Agreement") is made between the City of Madera, hereinafter called "**OWNER,"** and David J. Boyle Electric Shop, LLC., doing business as (an individual), or (a partnership), or (a corporation), hereinafter **"CONTRACTOR"** and collectively called **"Parties."** The Agreement is effective as of January 17, 2024.

WITNESSETH: The Parties agree as follows:

1. Project. The **CONTRACTOR** shall commence and complete all **WORK** required for the **"**IFB 202324-05 TOWN AND COUNTRY PARK RESTROOM RENOVATIONS"

2. Materials, Supplies, Equipment. The **CONTRACTOR** shall furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the **WORK** described in this Agreement.

3. Commencement of Work and Bonds. The **CONTRACTOR** shall commence the **WORK** required by the **CONTRACT DOCUMENTS** within five (5) calendar days after the date of the **NOTICE TO PROCEED** and will complete the same within 90 calendar days. The **CONTRACTOR** shall submit a Payment Bond and Performance Bond in the amount of $164,000.00, each and Insurance Certificates as specified in the **CONTRACT DOCUMENTS** prior to commencing any WORK within seven (7) working days after being notified of the award of the contract, and before OWNER executes this AGREEMENT.

4. Contract Amount. **OWNER** agrees to pay, and **CONTRACTOR** agrees to accept, the sum of One Hundred Sixty-Four Thousand Dollars ($164,000.00) ("Contract Price") subject to adjustments for changes in work as may be directed in writing by **OWNER** as payment in full for the **WORK** described in the **CONTRACT DOCUMENTS. WORK** performed **at** unit prices will be paid based on actual quantities of work performed and accepted. CONTRACTOR

5. Contract Documents. The **CONTRACTOR** shall commence and complete all **WORK** required in accordance with the following CONTRACT DOCUMENTS, attached hereto as **Exhibit A**:

(A) CONTRACTOR Bid Proposal
(B) Insurance Requirements for Contractors
(C) IFB 202324-05 Town and Country Park Restroom Renovations
(D) Signed Non-Collusion Affidavit
(E) Signed Conflict of Interest Disclosure
(F) Addendum No. 1, dated 12/06/2023
(G) Addendum No. 2, dated 12/14/2023
(H) CONTRACTOR Payment Bond
(H) CONTRACTOR Performance Bond

6. Liquidated Damages. In the event the **CONTRACTOR** does not complete the **WORK** within the time limit specified in Section 3 or within such further time as authorized, the **CONTRACTOR** shall pay to the **OWNER** liquidated damages in the amount **of FOUR HUNDRED DOLLARS ($400.00)** per day for each and every calendar day delay in finishing the **WORK** beyond the completion date so specified.

7. Payment to Contractor. As consideration for performance of the Work required herein, **OWNER** agrees to pay **CONTRACTOR** on a time and materials basis as set forth herein, a not-to-exceed amount of $164,000.00 ("Total Contract Price") provided that such amount shall be subject to adjustment pursuant to the applicable terms of this Contract or written change orders approved and signed in advance by the **OWNER.**

A. Periodic payments shall be made by the **OWNER** to **CONTRACTOR** within thirty (30) days of **OWNER'S** receipt of an application for payment from **CONTRACTOR** for services rendered. Payments to **CONTRACTOR** for work performed will be made on a monthly billing basis. The application shall include all information required by the **OWNER** and shall be in a format approved by the **OWNER.** This application shall be supported by evidence which is required by this Contract and such other documentation as the **OWNER** may require. The **CONTRACTOR** shall certify that the Work for which payment is requested has been done and that any materials listed are stored where indicated. **OWNER** shall review and pay the payment request in accordance with the provisions set forth in Section 20104.50 of the California Public Contract Code.

B. Labor and Material Releases. **CONTRACTOR** shall furnish **OWNER** with labor and material releases from all subcontractors performing work on, or furnishing materials for, the Work governed by this Contract prior to final payment by **OWNER.**

8. Disputes. In the event of a dispute between the **OWNER** and the **CONTRACTOR** as to an interpretation of any of the specifications or as to the quality or sufficiency of material or workmanship, the decision of the **OWNER** shall for the time being prevail and the **CONTRACTOR**, without delaying the job, shall proceed as directed by the **OWNER** without prejudice to a final determination by negotiation, arbitration by mutual consent or litigation, and should the **CONTRACTOR** be finally determined to be either wholly or partially correct, the **OWNER** shall reimburse him for any added costs he may have incurred by reason of work done or material supplied beyond the terms of the contract as a result of complying with the **OWNER'S** directions as aforesaid. In the event the **CONTRACTOR** shall neglect to prosecute the work properly or fail to perform any provisions of the **CONTRACT**, the **OWNER**, after three days written notice to the **CONTRACTOR**, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to the **CONTRACTOR**, subject to final settlement between the parties as in this paragraph herein above provided.

8A. Claims Resolution Process For Disputes.

It is the intent of this Contract that disputes regarding the Contract be resolved promptly and fairly between the Contractor and the Owner. However, it is recognized that some disputes will require detailed investigation and review by one or both parties before a determination and resolution can be reached. For the protection of the rights of both the Contractor and the Owner, the following provisions are provided for the resolution of disputes which cannot be resolved by the Owner and the Contractor within three business days after either party gives verbal notice of dispute or potential dispute to the other's attention and prior to the commencement of such work.

The following provisions are intended by Contractor and Owner to comply with Public Contract Code Sections 9204 and 20104 *et. seq*.

1) Claims:

The term "claim" refers to a separate demand by Contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

a) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by Owner under this Contract.

b) Payment by the Owner of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment for which is not otherwise expressly provided or to which the Contractor is not otherwise entitled.

c) Payment of an amount that is disputed by the Owner.

2) The Claim Must Be Timely and in Writing:

For all claims the claim must be in writing and include the documents necessary to substantiate the claim. A notice of potential claim must be filed within five (5) business days of Contractor's completion of work that is a potential claim. Notice of an actual claim must be filed on or before the date of final payment.

3) Receipt of Claim by Owner:

Upon receipt of a claim pursuant to this section, the Owner will conduct a reasonable review of the claim and, within a period not to exceed 45 days from the date of receipt, will provide the Contractor with a written statement identifying what portion of the claim is disputed and what portion is undisputed.

Upon receipt of a claim, Owner and Contractor may, by mutual agreement, extend the time period provided in this section.

The Contractor shall furnish reasonable documentation to support the claim. If additional information is thereafter required, it shall be requested and provided upon mutual agreement by the Owner and the Contractor. The District's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation.

4) City Council Approval:

If the Owner needs approval from the City Council to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the City Council does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the Owner shall have up to three days following the next duly publicly noticed regular meeting of the City Council after the 45-day period or extension expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

5) Payment of Claim:

Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the Owner issues its written statement. If the Owner fails to issue a written statement, paragraph F below shall apply.

6) Meet and Confer:

If the Contractor disputes the Owner’s written response, or if the Owner fails to respond to a claim issued pursuant to this section within the time prescribed, the Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the Owner shall schedule a meet and confer conference within 30 days for settlement of the dispute.

Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the Owner shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the Owner issues its written statement. Any disputed portion of the claim,

as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the Owner and the Contractor sharing the associated costs equally. The Owner and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

Under this Contract, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

Unless otherwise agreed to by the Owner and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

If mediation as set forth above does not resolve the parties' dispute, the parties will proceed to arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program.

7) Filing a Government Code Written Claim Notice:

Following the meet and confer conference, if the claim or any portion remains in dispute, the Contractor may file a claim under the Torts Claims Act as provided in Chapter 1 (commencing with Section 900) and Chapter 2 commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code Section 900.

8) Owner's Failure to Respond to Claim:

Failure by the Owner to respond to a claim from Contractor within the time periods described above or to otherwise meet the time requirements set forth above shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the Owner's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the Contractor.

9) Interest:

Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

10) Subcontractor Claims:

If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against Owner because privity of contract does not exist, the Contractor may present to the Owner a claim on behalf of a subcontractor or lower tier subcontractor. For purposes of this paragraph, the term "subcontractor' means any type of subcontractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with the Contractor or is a lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the Contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the Owner shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the Contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the Owner and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

11) Filing of Action on Unresolved Claims:

The parties shall follow the procedures set forth in Public Contracts Code Section 20104.4 if an action is filed to resolve claims under the foregoing provisions. Any action shall be filed in Madera County.

9. No Discrimination in Employment. Attention is directed to Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical conditions, marital status, or sex of such persons except as provided in Section 12940 of the Government Code, and every contractor for public works violating this section is subject to all the penalties imposed for by violation of this chapter".

10. Workers Compensation. In accordance with the provisions of Article 5, Chapter l, Part 7, Division 2 (commencing with Section 1860) and Chapter 4, Part l, Division 4 (commencing with Section 3700) of the Labor Code of the State of California, the **CONTRACTOR** is required to secure the payment of compensation to his employees and shall for that purpose obtain and keep in effect adequate Worker's Compensation Insurance.

The undersigned **CONTRACTOR** is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against Liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of the **WORK** of this Agreement.

11. Prevailing Wages. This Agreement is subject to California Labor Code Sections 1720, et seq., and Contractor and subcontractor shall pay not less than the specified prevailing rates of wage to all workers employed in performance of the Work. Pursuant to the provisions of Section 1770 of the California Labor Code, OWNER has obtained the general prevailing rate of wages and employer payments for health and welfare, vacation, pension, and similar purposes, as determined by the Director of the Department of Industrial Relations, a copy of which is on file in the office of OWNER, and shall be made available for viewing to any interested party upon request. The Contractor and each subcontractor shall forfeit as a penalty to OWNER not more than Two Hundred Dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rate in violation of the Labor Code. In addition, the difference between the prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

12. Public Works Contractor Registration. Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relation. No bid will be accepted, nor any contract entered into without proof of the Contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. Contractor and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. In addition, Contractor shall provide the registration number for each listed subcontractor in the space provided in the Designation of Subcontractors Form.

This Project is subject to compliance monitoring and enforcement by the Department of Relations. In executing this contract, Contractor acknowledges that it has reviewed all applicable labor compliance requirements and included the cost of complying with such requirements in its bid.

13. Payroll Records. The **CONTRACTOR** shall comply Section 1776 of the California Labor Code. The **CONTRACTOR** shall keep and require that all **SUBCONTRACTORS** keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice worker or other employee employed by him in connection with public work. Such payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of the **CONTRACTOR** by the **OWNER**, its officers, and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations. In the event of non-compliance with the requirements of Section 1776, the

CONTRACTOR shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the **CONTRACTOR** must comply. If **CONTRACTOR** or subcontractor does not comply after such ten (10) day period, the **CONTRACTOR** shall, as a penalty, forfeit one hundred dollars ($100) for each day or portion thereof for each worker until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

In accordance with California Labor Code Section 1771.4 Section 1771.4, **CONTRACTOR** and each subcontractor shall furnish the certified payroll records directly to the Department of Industrial Relations (DIR) on a weekly basis and in the format prescribed by the DIR which may include electronic submission. **CONTRACTOR** shall comply with all applicable requirements and regulations from the DIR relating to labor compliance monitoring and enforcement.

14. Apprentices. Attention is directed to the provisions in Sections 1777.5 and 1777.6 of the California Labor Code concerning the employment of apprentices by the **CONTRACTOR** or any **SUBCONTRACTOR**. It is the **CONTRACTOR'S** responsibility to ensure compliance by both it and all **SUBCONTRACTORS**.

Section 1777.5 provides, in part, as follows:

The **CONTRACTOR** or **SUBCONTRACTOR**, if he is covered by this section, upon the issuance of the approval certificate, or if he has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeyman stipulated in the apprenticeship standards. Upon proper showing by the **CONTRACTOR** that he employs apprentices in the craft or trade in the State on all of his/her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by a journeyman, or in the land surveyor classification, one apprentice for each five journeyman, the Division of Apprenticeship Standards may grant a certification exempting the **CONTRACTOR** from the one (1) to five (5) hourly ratio as set forth in this section. This section shall not apply to contracts of general **CONTRACTORS** or to contracts of specialty contractors not bidding for work through a general or prime **CONTRACTOR**, when the contracts of general **CONTRACTORS**, or those specialty **CONTRACTORS** involve less than thirty thousand dollars ($30,000). Any work performed by a journeyman in excess of eight hours per day or forty (40) hours per week shall not be used to calculate the hourly ratio required by this section.

Apprenticeable craft or trade, as used in this section, shall mean a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting a **CONTRACTOR** from the 1 to 5 ratio set forth in this section when it finds that any one of the following conditions is met:

(a) In the event unemployment for the previous three-month period in such area

exceeds an average of 15 percent, or

(b) In the event the number of apprentices in training in such area exceeds a ratio of 1 to 5, or

(c) If there is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either (1) on a statewide basis, or (2) on a local basis, or

(d) If assignment of an apprentice to any work performed under a public works contract would create a condition which should jeopardize his life or the life, safety, or property of fellow employees, or the public at large or if the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

When such exemptions are granted to an organization which represents contractors in a specific trade from the 1 to 5 ratio on a local or statewide basis the member contractors will not be required to submit individual applications for approval to local joint apprenticeship committees, provided they are already covered by the local apprenticeship standards.

The **CONTRACTOR** is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in apprenticeable trade on such contracts and if other contractors on the public work site are making such contributions. The **CONTRACTOR**, and any **SUBCONTRACTOR** under him, shall comply with the requirements of Sections 1777.5 and 1777.6 of the Labor Code in the employment of apprentices. Information relative to number of apprentices, identifications, wages, hours of employment and standards of working conditions shall be obtained from the Division of Apprenticeship Standards. Consult the white pages of your telephone directory under California, State of, Industrial Relations, Apprenticeship Standards, for the telephone number and address of the nearest office. Willful failure by the **CONTRACTOR** to comply with the provisions of Sections 1777.5 will subject the **CONTRACTOR** to the penalties set forth in Section 1777.7 of the Labor Code.

15. Hours of Work. Pursuant to California Labor Code Section 1813, eight hours in any one calendar day and forty (40) hours in any calendar week shall be the maximum hours any worker is required or permitted to work, except in cases of extraordinary emergency caused by fires, flood, or danger to life and property or except as authorized under the overtime provisions in California Labor Code 1815.

Overtime and shift work may be established as a regular procedure by the **CONTRACTOR** with reasonable notice and written permission of the **OWNER.** No work other than overtime and shift work established as a regular procedure shall be performed between the hours of 6:00 P.M. and 7:00 A.M. nor on Saturdays, Sundays or holidays except such work as is necessary for the proper care and protection of the work already performed or in case of an emergency.

CONTRACTOR agrees to pay the costs of overtime inspection except those occurring as a result of overtime and shift work established as a regular procedure. Overtime inspection shall include inspection required during holidays, Saturdays, Sundays, and weekdays. Costs of overtime inspection will cover engineering, inspection, general supervision, and overhead expenses which are directly chargeable to the overtime work. **CONTRACTOR** agrees that **OWNER** shall deduct such charges from payments due the **CONTRACTOR.**

16. Subcontracting. The **CONTRACTOR** shall comply with Division 2, Chapter 4, Part 1 of the Public Contract Code relating to subletting and subcontracting, specifically included but not limited to Sections 4104, 4106, and 4110, which by this reference are incorporated into this Agreement as though fully set forth herein.

17. Change Orders. The **CONTRACTOR** and the **OWNER** agree that changes in this Agreement or in the work to be done under this Agreement shall become effective only when written in the form of a change order and approved and signed by the **OWNER** and the **CONTRACTOR**. It is specifically agreed that the **OWNER** shall have the right to request any alterations, deviations, reductions or additions to the contract or the plans and specifications or any of them, and the amount of the cost thereof shall be added to or deducted from the amount of the contract price aforesaid by fair and reasonable valuations thereof.

This Agreement shall be held to be completed when the work is finished in accordance with the original plans and specifications as amended by such changes. No such change or modification shall release or exonerate any surety upon any guaranty or bond given in connection with this contract.

18. Indemnification. **CONTRACTOR** shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees, and volunteers from and against all liability, loss, damage, expense, and cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with **CONTRACTOR'S** negligence, recklessness, or willful misconduct in the performance of work hereunder, or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage caused by the sole active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and **CONTRACTOR,** or should City otherwise find **CONTRACTOR'S** legal counsel unacceptable, then **CONTRACTOR** shall reimburse the City its costs of defense, including without limitation, reasonable legal counsel fees, expert fees, and all other costs and fees of litigation. The **CONTRACTOR** shall promptly pay any final judgment rendered against the City (and its officers, officials, employees, and volunteers) with respect to claims determined by a trier of fact to have been the result of the **CONTRACTOR'S** negligent, reckless, or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

CONTRACTOR obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this Agreement, **CONTRACTOR** shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of **CONTRACTOR** will be for that entire portion or percentage of liability not attributable to the active negligence of City.

CONTRACTOR agrees to obtain or cause to be obtained executed defense and indemnity agreements with provisions identical to those set forth in this Section from each and every Subcontractor and Subconsultant, of every Tier. In the event the **CONTRACTOR** fails to do so, **CONTRACTOR** agrees to be fully responsible to provide such defense and indemnification according to the terms of this Section.

19. Contractor must comply with the insurance requirements as described in the section "INSURANCE REQUIREMENTS FOR CONTRACTORS" of the Contract Documents.

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

21. Termination.

A. Termination of the Contract for Default.

1. General: If, prior to the acceptance of the Work, the **CONTRACTOR**:

(a) Becomes insolvent, assigns its assets for the benefit of its creditors, or is otherwise financially unable to complete the Work;

(b) Abandons the Work by failing to report to the Work site and diligently prosecute the Work to completion;

(c) Disregards written instructions from the City Engineer or materially violates provisions of the Contract Documents;

(d) Fails to prosecute the Work according to the schedule approved by the City Engineer;

(e) Disregards laws or regulations of any public body having

jurisdiction; or

(f) Commits continuous or repeated violations of regulatory or statutory safety requirements, then the OWNER will consider the Contractor in default of the Contract.

2. Notices: Notices and other written communications regarding default between the CONTRACTOR, the OWNER, and the SURETY shall be transmitted as follows:

(a) Personal delivery with proof of delivery which may be made by declaration under penalty of perjury by any person over the age of 18 years. The proof of delivery shall show that delivery was performed in accordance with these provisions. Service shall be effective on the date of delivery. Notices given to the Contractor by personal delivery may be made to the Contractor's authorized representative at the Work site; or

(b) Certified mail addressed to the mailing address of the recipient postage prepaid; return receipt requested. Service shall be effective on the date of the receipt of the mailing.

Simultaneously, the OWNER may send the same notice by regular mail. If a notice that is sent by certified mail is returned unsigned, then delivery shall be effective pursuant to regular mail, provided that the notice that was sent by regular mail is not returned.

3. Notice to Cure: The OWNER will issue a written notice to cure the default to the Contractor and its Surety. The Contractor shall commence satisfactory corrective actions within 5 Working Days after receipt.

4. Notice of Termination for Default: If the Contractor fails to commence satisfactory corrective action within 5 Working Days after receipt of the notice to cure, or to diligently continue satisfactory and timely correction of the default thereafter, then the Owner will recommend to the City Council that the Contractor be found in default of the Contract and upon such finding by the City Council will terminate the Contractor's right to perform under the Contract by issuing a written notice of termination for default to the Contractor and its Surety;

The provisions of this subsection shall be in addition to all other legal rights and remedies available to the Owner.

5. Responsibilities of the Surety: Upon receipt of the written notice of

termination for default, the Surety shall immediately assume all rights, obligations, and liabilities of the Contractor under the Contract. If the Surety fails to protect and maintain the Work site, the Owner may do so, and may recover all costs incurred. The Surety shall notify the Owner that it is assuming all rights, obligations, and liabilities of the Contractor under the Contract and all money that is due, or would become due, to the Contractor shall be payable to the Surety as the Work progresses, subject to the terms of the Contract.

Within 15 Working Days of receipt of the written notice of termination for default, the Surety shall submit to the Owner a written plan detailing the course of action it intends to take to remedy the default. The Owner will review the plan detailing and notify the Surety if the plan is satisfactory. If the Surety fails to submit a satisfactory plan, or if the Surety fails to maintain progress according to the plan accepted by the Owner, the Owner may, upon 48 hours written notice, exclude the Surety from the premises, take possession of all material and equipment, and complete the Work in any way the Owner deems to be expedient. The cost of completing the Work by the Owner shall be charged against the Surety and may be deducted from any monies due, or which would become due, the Surety. If the amounts due under the Contract are insufficient for completion, the Surety shall pay the Owner, within 30 Days after the Owner submits an invoice, all costs in excess of the remaining Contract Price.

6. Payment: The Surety will be paid for completion of the Work in accordance less the value of damages caused to the Owner by the acts of the Contractor.

B. Termination of the Contract for Convenience.

The OWNER may terminate the Contract if it becomes impossible or impracticable to proceed, or because of conditions or events beyond the control of the OWNER.

1. Notice:

The Owner will issue a written notice of termination for convenience as follows:
Personal delivery, with proof of delivery which may be made by declaration under penalty of perjury by any person over the age of 18 years. The proof of delivery shall show that delivery was performed in accordance with these provisions. Service shall be effective on the date of delivery. Notices given to the Contractor by personal delivery may be made

to the Contractor's authorized representative at the Work site; or
Certified mail addressed to the mailing address of the recipient postage prepaid; return receipt requested. Service shall be effective on the date of the receipt of the mailing.
Simultaneously, the Owner may send the same notice by regular mail. If a notice that is sent by certified mail is returned unsigned, then delivery shall be effective pursuant to regular mail, provided that the notice that was sent by regular mail is not returned.

2. Cessation of Work:

Upon receipt, the Contractor shall immediately cease work, except work the Contractor is directed to complete by the Engineer or required to complete for public safety and convenience. The Contractor shall immediately notify Subcontractors and suppliers to immediately cease their work.

3. Payment:

The Contractor will be paid without duplication for:

(a) Work completed in accordance with Contract Documents prior to the effective date of termination for convenience;

(b) Reasonable costs incurred in settlement of terminated contracts with Subcontractors, suppliers, and others; and

(c) Reasonable expenses directly attributable to termination.

Notice of termination shall be mailed to the City:

Arnoldo Rodriguez
City of Madera
205 West 4th Street
Madera, CA 93637

Notice of Termination shall be mailed to the Contractor:

David J. Boyle Electric Shop
308 South D Street
Madera, CA 93638

All notices and communications from shall be to City's designated Project Manager or Principal-In-Charge. Verbal communications shall be

confirmed in writing. All written notices shall be provided and addressed as soon as possible, but not later than thirty (30) days after termination.

22. Warranty. Contractor warrants to OWNER that all materials and equipment furnished shall be new, free from faults and defects and of good quality and conform to the requirements of the Contract Documents. Contractor hereby warrants its work against all deficiencies and defects for the period required by the Contract Documents or the longest period permitted by California Law, whichever is greater. Unless otherwise stated in the Contract Documents, warranty periods shall begin upon the filing of the Notice of Completion and shall be for one year.

This section shall not limit OWNER's rights under this Agreement or with respect to latent defects, gross mistakes, or fraud. OWNER specifically reserves all rights related to defective work, including but not limited to defect claims pursuant to California Code of Civil Procedure section 337.15.

23. Compliance with Laws. City shall at all times observe and comply, and shall cause all of its agents, subcontractors, and employees to observe and comply with all with all Federal, State, and local laws, ordinances, regulations, and provisions applicable in the performance of City's services. Wherever reference is made in this Agreement to standards or codes in accordance with which work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply unless otherwise expressly stated.

24. Attorneys' Fees/Venue. In the event that any action is brought to enforce the terms of this Agreement, the party found by the court to be in default agrees to pay reasonable attorneys' fees to the successful party in an amount to be fixed by the Court. The venue for any claim being brought for breach of this Agreement shall be in Madera County or as appropriate in the U.S. District Court for the Eastern District of California, located in the City of Madera.

25. Governing Law. The laws of the State of California shall govern the rights and obligations of the parties under the Agreement, including the interpretation of the Agreement. If any part of the Agreement is adjudged to be invalid or unenforceable, such invalidity shall not affect the full force and effect of the remainder of the Agreement.

26. City's Authority. Each individual executing or attesting to this Agreement on behalf of the City hereby covenants and represents: (i) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of such corporation in accordance with a duly adopted resolution of the corporation's articles of incorporation or charter and bylaws; (ii) that this Agreement is binding upon such corporation; and (iii) that Contractor is a duly organized and legally existing municipal corporation in good standing in the State of California.

27. Contractor's Legal Authority. Each individual executing or attesting this Agreement on behalf of **CONTRACTOR** hereby covenants and represents: (i) that he or she is duly

authorized to execute or attest and deliver this Agreement on behalf of such corporation in accordance with such corporation's articles of incorporation or charter and by-laws; (ii) that this Agreement is binding upon such corporation; and (iii) that **CONTRACTOR** is a duly organized and legally existing corporation in good standing in the State of California.

28. Remedies for Default. Failure by a party to perform any term, condition or covenant required of the party under this Agreement shall constitute a "default" of the offending party under this Agreement. In the event that a default remains uncured for more than ten (10) days following receipt of written notice of default from the other party, a "breach" shall be deemed to have occurred. Any failure or delay by a party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated with a default.

29. Independent Contractor. In performance of the work, duties, and obligations assumed by the Contractor under this Agreement, it is mutually understood and agreed that the City, including any and all of City's officers, agents and employees will, at all times, be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of **City.** Furthermore, **City** shall have no right to control or supervise or direct the manner or method by which City shall perform its work and functions. The City shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over the subject matter hereof.

Because of its status as an independent contractor, **CONTRACTOR** shall have absolutely no right to employment rights and benefits available to **City** employees. City shall be solely liable and responsible for providing to, or on behalf of, its employees, all legally required employee benefits. In addition, City shall be solely responsible and hold **City** harmless from all matters relating to payment of City's employees, including compliance with Social Security, withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, City may be providing services to others unrelated to **City** or to this Agreement.

30. Sole Agreement. This instrument constitutes the sole and only Agreement between City and **CONTRACTOR** in connection to the Project and correctly sets forth the obligations of the City and **CONTRACTOR** to each other as of its date. Any Agreements or representations in connection with the Project, not expressly set forth in this instrument are null and void.

31. Assignment. Neither the **CONTRACTOR** nor City will assign its interest in this Agreement without the written consent of the other.

32. Binding Agreement. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in **THREE** copies, each of which shall be deemed an original on the date first above written.

CITY OF MADERA (OWNER)

By: _____
Santos Garcia, Mayor

Date: _____

APPROVE AS TO FORM:

_____
Shannon L. Chaffin, City Attorney

ATTEST:

_____
Alicia Gonzales, City Clerk

CONTRACTOR

By: _____
Contractor (signature)

_____
Printed Name and Title

_____
Federal Tax I.D. No.

_____
Contractor License Number

_____
DIR Registration Number

NOTE: This Notary Acknowledgment on the following page is required for verification of Contractor's signature.

Acknowledgment

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

State of California)

County of _____)

On _____, 2024 before me, _____
(insert name and title of officer)

Personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

REPORT TO CITY COUNCIL

Approved by: Joseph Hebert

Joseph Hebert, Parks & Community Services Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: January 17, 2024

Agenda Number: D-6

SUBJECT:

Centennial Park Pool Complex Upgrades and Repairs

RECOMMENDATION:

Adopt a Resolution authorizing the City Manager to enter into a contract with TBD for the Centennial Park Pool Complex Upgrades and Repairs Project up to an amount not to exceed $210,000

SUMMARY:

Regrettably, no bids were received in response to the Invitation for Bids (IFB) No. 202324-08 for Contractor services aimed at upgrades and repair work at Centennial Park Pool Complex. The IFB specifically outlined the need for the complete replaster and retile of the lap pool and dive pool, along with the replacement of pool skimmers.

It is important to note that the funding for these crucial pool improvements is sourced from the Community Development Block Grant (CDBG) funding. The City of Madera Parks & Community Services Department (Parks Department) was awarded $215,000 dedicated to enhancing Centennial Park.

Given the urgency to meet significant deadlines, including the grant funding performance period and the upcoming aquatics season, the staff is recommending granting authority to the City Manager to enter into a contract with a qualified vendor for the necessary work.

DISCUSSION:

Centennial Park Pool Complex is located at 221 Flume Street, sandwiched between Fire Station 56 and the Wells Youth Center.

The Parks Department was allocated a total of $215,000 for improvements at Centennial Park Pool Complex, under the CDBG 2023/24 Annual Action Plan funding allocations and sub-recipient agreements as approved by Council during the May 17, 2023, Council meeting.

The requested funding was intended to cover the complete replaster and retile of two pools located at Centennial Park Pool Complex. One pool is a lap pool that measures 81 feet by 47 feet and is 3 ½ feet in depth. The second pool is a diving pool that measures 34 feet by 29 feet, and ranges from 8 feet to 13 feet in depth. Both pools have a 6-inch tile trim that needs to be replaced. The lap pool has an ADA tiled ramp, which is 51 feet by 3 feet, with 8-inch tiles; but only 46 feet of tiled surface exists and is proposed to be replaced. The remaining ramp surface areas shall be replastered. The city also requested the replacement of 7 pool skimmers in the lap pool that need to be replaced.

To proceed with the improvements needed, staff prepared IFB No. 202324-08. The IFB was released on December 6, 2023, with bids due on Wednesday, December 20, 2023. The IFB notice was duly published in the Madera Tribune on December 6 and 13, 2023. In addition, the IFB was published on the following platforms:

- City of Madera PlanetBids Vendor Portal
- Construction Bidboard (Ebidboard)
- Dodge Data & Analytics
- Placer Country Contractors Association & Builders Exchange
- Builders' Exchange of San Joaquin
- Central California Builders Exchange
- Valley Builders Exchange

Regarding the bidding process, 59 bidders from the City's online vendor registry were notified. An additional 250 potential bidders licensed to perform the work identified in the scope of the IFB were notified through PlanetBids. A total of 9 potential bidders downloaded the project bid documents and indicated that they would bid.

A pre-bid meeting was held on Tuesday, December 12, 2023, with two potential bidders attending. Addendum No. 1 was released on December 15, 2023, noting the due date change from December 20, 2023, to the new date of Tuesday, January 2, 2024. This decision was made after several questions and comments were made during the pre-bid meeting that required in-depth research and confirmation before being able to be released within the IFB timeframe. Addendum No. 2 was released on December 21, 2023, documenting the pre-bid meeting minutes and additional attachments to reference.

Unfortunately, as of January 2, 2024, the City did not receive any bids in response to the Invitation for Bids (IFB). Acknowledging the urgency of the situation, staff convened on January 3, 2024, to deliberate on potential next steps, adhering to the guidelines established by CDBG and internal City procurement standards and requirements. This proactive meeting aimed to explore

allowable alternatives and strategies to ensure the successful progression of the project despite the absence of bids.

Following the lack of bids, staff took the initiative to reach out to the two potential bidders who attended the pre-bid meeting and an additional vendor who had actively engaged in the bidding process by seeking clarification. The purpose of these inquiries was to understand the reasons behind their decision not to submit bids. Surprisingly, all three vendors cited the CDBG Section 3 requirements as the primary factor influencing their decision. This feedback is crucial as it sheds light on specific challenges that may need to be addressed to encourage vendor participation in future projects.

For reference, the CDBG Section 3 Program is a means by which the U.S. Department of Housing and Urban Development (HUD) fosters local economic development, neighborhood economic improvement, and individual self-sufficiency. In summary, Section 3:

- Serves as the legal basis for providing jobs for residents and awarding contracts to businesses in areas receiving certain types of HUD financial assistance.

- Applies to all HUD-funded Public and Indian Housing assistance for development, operating, and modernization expenditures.

- Section 3 also applies to certain HUD funding Housing and Community Development projects that complete housing rehabilitation, housing construction, and other public construction. This means the potential hiring, on-the-job training, and apprenticeship opportunities by Section 3 workers, these being low-income persons, particularly those who are recipients of government assistance for housing, and business concerns which provide economic opportunities for low-income persons.

The Centennial Park Pool Complex improvement project triggers Section 3, as the total grant funds for the projects are over the $200,000 threshold.

A deciding factor for staff to favor not releasing the bid again is due to the short completion window of the project for two reasons. Including:

1. The first factor being the aquatics season is set to start in late April, or early May, with pre-planning and preparation that needs to take place to ensure a successful opening. Further delays in the start of the project could mean a late aquatics season start or a potential for no aquatics this summer. This would be detrimental to the community.

2. The second factor is the HUD timeliness check. An audit addressing CBDG FY23 expenditure is currently scheduled to take place on May 2, 2024. The audit will look for actual expenditure of funds and the completion of projects.

Based on guidance from the City's HUD representative, grants division, City's legal counsel, and the procurement division, staff moved forward determining the City's procurement policies do allow for direct negotiation of a contract since no bids were received. This determination is in line with Public Contract Code 22038 section 3 which states:

> *If no bids are received through the formal or informal procedure, the project may be performed by the employees of the public agency by force account or negotiated contract without further complying with this article.*

Staff immediately made an informed decision about selecting a vendor to request a bid. As of the writing of this report, a vendor has been contacted and a bid response is now pending. After the bid has been received, staff will ensure all requirements will be met to conform to commensurate policy. Price negotiations will follow thereafter as needed.

FINANCIAL IMPACT:

The Centennial Park Pool Complex improvement project has been budgeted within the City's Fiscal Year 2023/24 CDBG Fund #10218020-7030-CPPC. The project's approved budget amounts to $215,000, aligning with the grant's scope of work and objectives.

During this Fiscal Year, expenditures related to the completion of the project have been diligently managed. Specifically, a total of $2,304.90 has been allocated for costs associated with the bid advertisement of IFB No. 202324-08. These expenses are in line with the initial stages of the project, focusing on the solicitation of bids for improvements. Additional anticipated expenses include the Madera County permit and application process fees associated when a public pool is set to undergo improvements such as retile and replaster. Fees are estimated at approximately $270.

For these reasons, setting a maximum amount not to exceed $210,000 is reasonable, to ensure sufficient funding is available to pay for the advertisement and permit fees, in addition to the actual scope of work being completed and labor required for this project.

ALTERNATIVES:

Rebidding the project introduces uncertainties that may impact the project's overall cost. There is a possibility of receiving higher bids or encountering an additional lack of bids in a subsequent bidding process. This scenario could prolong the timeline for selecting a contractor and commencing the improvements at Centennial Park Pool Complex.

Moreover, failure to proceed promptly with the project poses a risk to the City's ability to meet the project completion deadline by June 30, 2024, and the HUD timeliness check on May 2, 2024. Timely execution is crucial to ensure that the improvement work at the pools aligns with the designated schedule and grant compliance requirements. Any delays in initiating the project might jeopardize the City's adherence to the project timeline, potentially impacting the availability of grant funds or meeting the intended objectives within the specified timeframe.

ATTACHMENTS:

Resolution to enter into a contract with TBD for the Centennial Park Pool Complex Upgrades and Repairs Project up to an amount not to exceed $210,000

RESOLUTION NO. 24 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH TBD FOR THE CENTENNIAL PARK POOL COMPLEX UPGRADES AND REPAIRS PROJECT UP TO AN AMOUNT NOT TO EXCEED $210,000

WHEREAS, the City of Madera released an Invitation for Bids (IFB) No. 202324-08 calling for improvements to Centennial Park Pool Complex; and

WHEREAS, the IFB No. 202324-08 was released on December 6, 2023; and

WHEREAS, the IFB No. 202324-08 was duly noticed and published accordingly; and

WHEREAS, there were no bids received as of January 2, 2024; and

WHEREAS, Public Contract Code 22038 section 3 grants the discretion to the City to commence direct negotiations with a contractor since no bids were received through the formal procedure; and

WHEREAS, the City has contacted a contractor to begin direct negotiations; and

WHEREAS, to expediate the award of contract and completion of project to ensure funding compliance and commencement of the 2024 aquatics summer season; and

WHEREAS, negotiations for contract not to exceed $210,000; and

WHEREAS, the work to be completed is being funded by the Community Development Block Grant.

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 City of Madera does hereby authorize the City Manager to enter into a contract for the IFB 202324-08 Centennial Park Pool Complex project in the amount not to exceed $210,000, subject to approval as to legal form by the City Attorney.
3. This Resolution is effective immediately upon adoption.

****

REPORT TO CITY COUNCIL
Late Distribution Notice

DATE: January 11, 2024

TO: Mayor and City Councilmembers

FROM: Joseph Hebert, Parks & Community Services Director

SUBJECT: January 17, 2023 City Council Meeting
Late Distribution Report for Item D-6

Additional time is needed to complete, review, and finalize the report for Item D-6: Centennial Park Pool Complex Improvement Project, the report will be distributed as soon as it is available. Thank you for your understanding.

REPORT TO CITY COUNCIL

Approved by: Joseph Hebert
_____

Council Meeting of: January 17, 2024

Agenda Number: D-7

Joseph Hebert, Parks & Community Services Director

Arnoldo Rodriguez
_____

Arnoldo Rodriguez, City Manager

SUBJECT:

Purchasing Agent Agreement with the County of Madera Relating to the CalFresh Healthy Living Program

RECOMMENDATION:

1. Adopt a Resolution Approving a Purchasing Agent Agreement with the County of Madera in the amount of $27,000 relating to CalFresh Healthy Living Program and ending September 30, 2024; and
2. Adopt a Resolution Amending the City's Fiscal Year 2023/24 Budget approving related revenue and expenditure line items relating to the execution of the CalFresh Healthy Living Program.

SUMMARY:

The County of Madera Department of Public Health has approached the City with a proposal to extend our collaborative efforts in promoting essential life skills related to healthy eating and active living through the CalFresh Healthy Living Program. Under this proposed partnership, the County is committed to providing the City with up to $27,000 in reimbursement to support the execution of programming aligned with the goals of CalFresh. The agreement, if approved, is set to terminate on September 30, 2024. This continued collaboration signifies a valuable opportunity for the City to enhance community well-being, and the financial support from the County underscores their dedication to fostering a healthier and more active lifestyle among our residents.

DISCUSSION:

The CalFresh Healthy Living Program is the country's most extensive nutrition education program. It strives to improve the health of Californians through access to healthy food choices and safe places to be active. To assist the County with the implementation of its goals under

the CalFresh Healthy Living Program, City staff developed a work plan for providing community residents with opportunities that focus on healthy eating and being physically active. Throughout the first three quarters of 2024, the City will actively engage in a range of carefully crafted activities focusing on promoting healthy eating and encouraging physical activity within the community. The planned programming includes a variety of initiatives that will collectively contribute to fostering a culture of wellness and making positive strides towards healthier lifestyles among our residents.

- "Whip it up" Wednesdays
  - Target Age Group: Elementary to High School age youth
  - Location: John Wells Youth Center and Pan-American Center
  - Purpose: To empower youth with the knowledge and skills to make healthy food choices and prepare nutritious meals.
  - Class Schedule: 68 total classes

- Karate with Me
  - Target Age Group: Elementary to High School Age Youth
  - Location: John Wells Youth Center
  - Purpose: To provide youth in our community with the opportunity to learn karate, promoting physical fitness, self-discipline, and a sense of community. As well as help develop and improve hand-eye coordination, dexterity, and motor skills in younger children.
  - Class Schedule: 70 classes

- Toddler Time
  - Target Age Group: Ages 2 - 5 years old with parent/guardian participation
  - Location: John Wells Youth Center and Pan-American Center
  - Purpose: Toddlers and young children, along with their parent/guardian, will have the opportunity to learn cooperative activities such as art, music, outdoor play, healthy cooking (with parents), and story time on an age-appropriate scale. The parent/guardian will have the opportunity to learn side by side with their toddler.
  - Class Schedule: 35 classes

In response to the County's inquiry about incorporating traffic safety into the educational programming goals of the CalFresh Healthy Living Program, City staff has put forth a proposal outlining a strategic plan to achieve this objective. The proposed approach involves hosting a series of community events dedicated to promoting traffic safety. These events are envisioned to encompass a multifaceted plan that includes informative and interactive sessions, and engaging activities focused on enhancing awareness and adherence to traffic safety practices. By integrating traffic safety into the broader educational programming goals, the City aims to contribute to the overall well-being of residents by fostering a holistic approach to healthy living that encompasses both nutritional awareness and safety in community mobility. The collaborative efforts between the County and the City exemplify a comprehensive approach to community health and safety under the umbrella of the CalFresh Healthy Living Program.

- Traffic and Pedestrian Safety
    - Target Age Group: Ages 4 – 10 years old with parent/guardian participation
    - Location: John Wells Youth Center
    - Purpose: To instill awareness and knowledge of traffic rules and pedestrian safety to help reduce accidents and promote responsible road behavior from an early age through a traffic playground setting, invitation of local law enforcement agencies, educational handouts, and traffic safety giveaways.
    - This deliverable will be completed with 2 community events.

FINANCIAL IMPACT:

The total budget for the activities described in the work plan is $27,000. This includes supplies for the activities planned; incentive prizes; and staff time. The County will reimburse the City for up to $27,000 of these expenses. This will provide an estimated relief to the General Fund of approximately $8,687 in salaries adopted in the FY 2023/24 City Budget, as well as $8,187 in supplies once reimbursement is received. Because this Agreement will span two fiscal years, some expenses will occur in the current year, while others will happen in FY 2024/25. Table 1 provides a summary of the anticipated expenses and expected reimbursements.

Table 1: *Purchasing Agent Agreement Budget*

Description	FY 2023/24	FY 2024/25
Estimated Expenditure of Supplies	$8,187.50	$4,912.50
Estimated Expenditure of Salaries	$8,687.50	$5,212.50
Total	**$16,875**	**$10,125**
Estimated County Reimbursement	$16,875	$10,125
Total Net Cost for City	$0	$0

A budget amendment is proposed to recognize the corresponding anticipated expenditures of $8,187.50 in materials and the revenue of $16,875 for FY 2023/24 to offset year-to-date actuals. There have been budget savings in #10206200-6480 that account for only requesting an additional $4,596.42 to cover the anticipated expenses needed. The salary and benefit costs have already been included in the adopted FY 2023/24 Budget; with reimbursements received to reduce the General Fund contribution towards this expense. The remaining revenue and expenditure totals for FY 2024/25 will be included in the proposed budget for the next fiscal year.

ALTERNATIVES:

In considering the Council's options regarding the Purchasing Agent Agreement with the County under the CalFresh Healthy Living Program for FY 2023/24, two potential alternatives are identified for their consideration:

1. The Council may choose to request that staff brings additional information back to a subsequent meeting. This option allows the Council to seek further clarification on

specific aspects of the proposed Purchasing Agent Agreement. This could include more details on the terms, benefits or potential impacts of the agreement.

2. Council may decide not to enter into the Purchasing Agent Agreement. This choice would involve forfeiting the partnership with the County for the specified purpose.

These alternatives provide the Council with the flexibility to either seek more information for better understanding or make a deliberate decision not to proceed with the proposed agreement.

ATTACHMENTS:

1. Resolution – Approving Agreement
    a. Exhibit 1 – Purchasing Agent Agreement
        i. Exhibit A – Subcontract Work Plan
2. Resolution – Budget Amendment
    a. Exhibit A – Budget Amendment

ATTACHMENT 1

Resolution – Approving Agreement

a. Exhibit 1 – Purchasing Agent Agreement

i. Exhibit A – Subcontract Work Plan

RESOLUTION NO. 24 - _____

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

WHEREAS, the County of Madera (County) Department of Public Health wishes to collaborate to promote physical activity and nutrition support to the community by supporting the CalFresh Healthy Living Program; and

WHEREAS, the County wishes to partner with the City to provide these services to residents; and

WHEREAS, the County has prepared a Purchasing Agent Agreement, which will provide the City $27,000 for the period of October 1, 2023, through September 30, 2024; and

WHEREAS, the City has prepared a work plan detailing deliverables that meet the goals of the County and the CalFresh Healthy Living Program; and

WHEREAS, the City beliefs the Purchasing Agent Agreement is in the best interests of the City, the County, and the citizens of Madera.

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

1. The above recitals are true and correct.
2. The City Council approves the Purchasing Agent Agreement with the County of Madera (CalFresh Healthy Living Program: City-County Agreement) for healthy cooking and activity classes which is attached hereto as Exhibit 1 and incorporated by reference.
3. This Resolution is effective immediately upon adoption.

****

MADERA COUNTY PURCHASING AGENT AGREEMENT NO. _____
(Public Health Department; City of Madera CalFresh Healthy Living Program Partnership)

THIS AGREEMENT is made and entered into this _____ day of _____, 2024, by and between the COUNTY OF MADERA, a political subdivision of the State of California ("COUNTY"), by and through the Madera County Purchasing Agent, and CITY OF MADERA, a political subdivision of the State of California ("CONTRACTOR").

AGREEMENT

1. **TERM**. CONTRACTOR's services under this Agreement shall commence on the date of execution and end on September 30, 2024, unless sooner terminated.

2. **SCOPE OF SERVICES**. CONTRACTOR shall provide COUNTY residents life skills of healthy eating and active living through healthy cooking classes, active play through the fundamentals of karate, and parent/child activities, as well as education and activities related to Policy, System, and Environmental specific to pedestrian safety and traffic safety as fully described in Exhibit "A," attached hereto and incorporated herein by reference.

3. **INCORPORATION OF MASTER AGREEMENT**. Madera County Master Contract No. 009, found at: https://www.maderacounty.com/i-want-to/view-county-master-contracts, is incorporated herein by reference as if fully stated. CONTRACTOR shall adhere to all terms and conditions of Master Contract No. 009.

4. **COMPENSATION AND COSTS**. CONTRACTOR's total compensation for the satisfactory completion of this Agreement shall not exceed the sum of Twenty-Seven Thousand Dollars ($27,000) and shall be paid in accordance with the rates as set forth in Exhibit "A," attached hereto.

5. **COUNTY RESPONSIBILITIES**. COUNTY shall inform COUNTY residents

about services provided by CONTRACTOR; orient new COUNTY staff about CONTRACTOR's core practices and services related to physical activity and nutrition; inform COUNTY staff about relevant changes related to physical activity and nutrition in CONTRACTOR's policies, procedures, and eligibility; and provide technical assistance and monitoring on CONTRACTOR's activities related to this Agreement, as needed.

6. **CONTRACTOR RESPONSIBILITIES**. CONTRACTOR shall provide information about CONTRACTOR's core practice and services to COUNTY; inform COUNTY of relevant changes in policies and procedures related to physical activity and nutrition; orient new staff about the benefits of COUNTY services; include information about physical activity and nutrition services and benefits of new CONTRACTOR staff; and complete all activities as listed in Exhibit "A."

7. **MUTUAL RESPONSIBILITIES**. COUNTY and CONTRACTOR agree to the following:

a. Each party shall appoint a representative from its respective party to coordinate activities relating to the terms of this Agreement and to facilitate the exchange of information. The representatives will regularly communicate with one another and meet at a minimum of one (1) time during the effective period of this Agreement.

b. Parties shall develop and implement a monitoring component to determine compliance and effectiveness.

c. Parties shall re-assess the needs of one another as related to the updates of this Agreement.

d. Parties shall distribute each other's outreach materials to the target population.

e. Parties shall provide technical assistance to each other's staff, as needed.

f. Parties shall inform each other of workshops, presentations, etc. that may be of mutual interest.

8. **NOTICES**. Notices required by this Agreement shall be in writing and shall be effective upon personal service or deposit in the mail, postage prepaid and addressed as follows:

COUNTY

Sara Bosse, Public Health Director
Department of Public Health
1604 Sunrise Avenue
Madera, CA 93638

CONTRACTOR

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

With Copy to

Darin McCandless
Purchasing Agent
200 West 4th Street
Madera, CA 93637

6. **INSURANCE**. CONTRACTOR shall not commence work under this Agreement until first obtaining, at its own expense, the following insurance policies: commercial general liability in the amount of One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) aggregate; automobile liability, of not less than One Million Dollars ($1,000,000.00) per occurrence, combined single limit, including coverage for bodily injury and property damage; errors and omissions insurance in an amount not less than One Million Dollars ($1,000,000.00); and workers' compensation, as required by California law.

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* * * * * * * * * * *

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

COUNTY OF MADERA

_____
Darin McCandless, Purchasing Agent

Approved as to Legal Form:
COUNTY COUNSEL

By: _____

CITY OF MADERA

By: _____
(Signature)

Santos Garcia
_____
(Print)

Approved as to Form:
COUNTY ADMINISTRATIVE OFFICER

Title: Mayor

By: _____

Approved as to Accounting Form:
COUNTY AUDITOR-CONTROLLER

By: _____

ACCOUNT NUMBER(S)

_____

_____

1245/033/AGT/4895-4382-7098.PDF

EXHIBIT "A"

CalFresh Healthy Living Program Partnership Proposal
Between
City of Madera and Madera County Department of Public Health

1. Project Overview:
CalFresh Healthy Living supports healthy, active and nourished lifestyles by teaching Californians about good nutrition and how to stretch their food dollars, while also building partnerships in communities to make the healthy choice, the easy choice.

2. City of Madera Project Scope:
To provide the residents of the City of Madera the opportunity to learn life skills involving healthy eating and active living. Residents will learn these skills through healthy cooking classes, active play through the fundamentals of karate, and parent/child activities. This program year, the City of Madera will provide education and activities related to Policy, System, and Environmental (PSE) specific to pedestrian safety and traffic safety.

3. Timeline:
- Grant Ending in September 2024.

4. Project Team:
- Derrick Sanchez, Recreation/Community Program Coordinator
- Gabriela Salazar, Administrative Analyst I
- Program Leader I Personnel

5. Deliverables:
To provide the youth of the City of Madera with the knowledge of healthy eating and active living through hands-on weekly classes. Targeting age group of 2 years old to 17 years old.
- "Whip it up" Wednesdays
    - Target Age Group: Elementary to High School age youth
    - Location: John Wells Youth Center and Pan-American Center
    - Purpose: To empower youth with the knowledge and skills to make healthy food choices and prepare nutritious meals.
    - Curriculum: Healthalicious Cooking
    - Duration: 60 minutes
    - Class Schedule: 68 total classes

- Topics May Include: Introduction to Healthy Eating, Basic Cooking Skills, Nutrient-Rich Ingredients, Meal Planning, Cooking with Color, Cooking on a Budget, Culinary Showcase
- Materials May Include: Cookbooks, cooking utensils, pots & pans, aprons, induction cook tops, counter top oven, perishable items for recipes, and general cooking-related supplies and materials.

- Karate with Me
  - Target Age Group: Elementary to High School Age Youth
  - Location: John Wells Youth Center
  - Purpose: To provide youth in our community with the opportunity to learn karate, promoting physical fitness, self-discipline, and a sense of community. As well as help develop and improve hand-eye coordination, dexterity, and motor skills in younger children.
  - Curriculum: GKR Karate – Karate for Everyone
  - Duration: 60 minutes
  - Class Schedule: 70 classes
  - Topics May Include: Introduction to Karate, Karate Basics, Self-Defense Techniques, Karate Values and Ethics, Sparring Fundamentals, Physical Conditioning, and Kata Showcase.
  - Materials May Include: Karate uniforms for participants, basic protective gear, mats or suitable flooring for training, karate feet pads, first aid kit.

- Toddler Time
  - Target Age Group: Ages 2 - 5 years old with parent/guardian participation
  - Location: John Wells Youth Center and Pan-American Center
  - Purpose: Toddlers and young children, along with their parent/guardian, will have the opportunity to learn cooperative activities such as art, music, outdoor play, healthy cooking (with parents), and story time on an age-appropriate scale. The parent/guardian will have the opportunity to learn side by side with their toddler.
  - Curriculum: California Infant/Toddler Curriculum Framework
  - Duration: 60 minutes
  - Class Schedule: 35 classes
  - Topics May Include: Introduction to Healthy Eating, Basic Cooking Skills, Nutrient-Rich Ingredients, Meal Planning, Cooking with Color, Cooking on a Budget, Culinary Showcase
  - Materials May Include: Sensory exploration, music and movement, story time, art and creativity, gross motor skills, and nature exploration.

- Traffic and Pedestrian Safety
  - Target Age Group: Ages 4 – 10 years old with parent/guardian participation
  - Location: John Wells Youth Center

- Purpose: To instill awareness and knowledge of traffic rules and pedestrian safety to help reduce accidents and promote responsible road behavior from an early age.
- Curriculum: National Highway Traffic Safety Administration – Child Pedestrian Safety Curriculum
- Duration: 90 minutes
- Event Schedule: This deliverable will be completed with 2 community events.
- Topics May Include: Introduction to Healthy Eating, Basic Cooking Skills, Nutrient-Rich Ingredients, Meal Planning, Cooking with Color, Cooking on a Budget, Culinary Showcase
- Materials May Include: Visual aids, model road signs, pedestrian crosswalk props, bicycle safety gear for demonstration and giveaways, and educational handouts for participants.

- To promote participation and create an incentive for attendance, each class attendance goes towards entry into a monthly raffle prize. This means that as long as a participant attends at least one class a month, they are eligible for the raffle. The more classes they attend, the more entries they will receive for that month. Raffle prizes will relate to healthy living and eating and will include fitness gear, healthy cooking appliances, outdoor activity equipment, and such items that include mindfulness and relaxation items.

9. Estimated Budget:

Item Description	Estimated Amount
Whip It Up Wednesdays Materials and Supplies	$2,720
Whip It Up Wednesdays Program Leaders Staff Hours	$5,100
Karate With Me Materials and Supplies	$2,500
Karate With Me Program Leaders Staff Hours	$5,200
Toddler Time Materials and Supplies	$3,500
Toddler Time Program Leaders Staff Hours	$2,600
Traffic and Pedestrian Safety Events Materials and Supplies	$2,000
Traffic and Pedestrian Safety Events Program Leaders Staff Hours	$1,000
Monthly Raffle Prizes	$2,380
Total	**$27,000**

ATTACHMENT 2

Resolution – Budget Amendment

a. Exhibit A – Budget Amendment

RESOLUTION NO. 24 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA AMENDING THE FISCAL YEAR 2023/24 BUDGET APPROVING RELATED EXPENDITURE LINE ITEM RELATING TO CALFRESH HEALTHY LIVING PROGRAM

WHEREAS, the City Council previously adopted a City-wide Budget for 2023/24 Fiscal Year; and

WHEREAS, the County of Madera has prepared a Purchasing Agent Agreement which will provide the City $27,000 for the period of October 1, 2023, through September 30, 2024; and

WHEREAS, amendments to the City-wide Budget for the 2023/24 Fiscal Year, listed in Exhibit A, attached hereto, is necessary to account for related expenditures of $4,596.42 to cover anticipated costs; and

WHEREAS, amendments to the City-wide Budget for the 2023/24 Fiscal Year, listed in Exhibit A, attached hereto, is necessary to account for related revenue expected of $16,875.

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

1. The above recitals are true and correct.
2. The appropriations for the items listed in Exhibit A, attached hereto, are approved.
3. A signed copy of this Resolution shall be placed on file in the office of the Director of Financial Services, who shall prepare the entries necessary to reflect budget changes identified in the City's accounting system.
4. This Resolution is effective immediately upon adoption.

*****

EXHIBIT A
CITY OF MADERA

Budget Appropriations: Res. 24-_____

Budget Adjustments for Fiscal Year 2023/24

FUND	ORG CODE	OBJECT CODE	DESCRIPTION	(+)	(-)
General Fund / Recreation	10206200	4659	Refunds and Reimbursements	16,875	$ -
	10206200	6480	Program Expense	4,596	
				$ 21,471	**$ -**

REPORT TO CITY COUNCIL

Approved by: Joseph Hebert
_____

Council Meeting of: January 17, 2024

Agenda Number: D-8

Joseph Hebert, Parks & Community Services Director

Arnoldo Rodriguez
_____

Arnoldo Rodriguez, City Manager

SUBJECT:

Madera Rotary Club Donation of $1,000 during FY 2023/24

RECOMMENDATION:

1. Adopt a Resolution Accepting Madera Rotary Club's Donation of $1,000.
2. Adopt a Resolution Amending the City's Fiscal Year 2023/24 Budget approving a related revenue and expenditure line item relating to the appropriation of Madera Rotary Club's $1,000 donation amount.

SUMMARY:

The City recently received a donation of $1,000 from the Madera Rotary Club. Staff recommends appropriating the funds in the City's Fiscal Year 2023/24 Budget to allow for expenditure.

DISCUSSION:

On November 2, 2023, Parks & Community Services Director Joseph Hebert, presented before the Madera Rotary Club. The Madera Rotary Club requested an informational presentation about the Parks & Community Services Department's current projects and initiatives. During the presentation, the Madera Rotary Club committed to a $1,000 donation, specifically for improvements at Rotary Park.

It is worth noting that the Madera Rotary Club is an integral part of the esteemed Rotary International organization. Rotary International is renowned for its commitment to uniting neighbors, friends, leaders, and problem-solvers with the shared goal of taking impactful actions to bring about lasting change. This global organization's mission resonates deeply with our community values, emphasizing positive transformations not only on a local scale but also on a global level. The support and dedication of the Madera Rotary Club align with the principles of

Rotary International, and we are grateful for their collaborative efforts in fostering positive change within our city.

Moreover, the City has successfully received the $1,000 donation from the Madera Rotary Club. Since then, City staff has been diligently working to ensure that the funds are utilized in accordance with the Rotary Club's request. In line with their wishes, the entirety of the donation will be directed towards enhancing Rotary Park. Specifically, the funds will be allocated for the improvement of park signage and landscaping, contributing to the overall beautification and functionality of this community space.

FINANCIAL IMPACT:

This amendment aims to formally recognize the corresponding revenue of $1,000. The funds will be deposited into the Parks Maintenance budget #10206100-4301 account, aligning with the purpose specified by the Madera Rotary Club.

Furthermore, it is proposed to appropriate the entirety of the donated amount, $1,000, into the Parks Maintenance budget #10206100-6428 expense line. This allocation will facilitate the seamless utilization of the funds for the intended purpose, specifically for improvements such as park signage and landscaping at Rotary Park.

ALTERNATIVES:

Should the Council elect not to accept the donation, the staff would initiate the process of reverting the funds back to the Madera Rotary Club.

This decision, if made, would involve the necessary administrative steps to return the donation promptly and in adherence to any applicable regulations or agreements. Clear communication with the Madera Rotary Club would be paramount in conveying the Council's decision and facilitating the proper procedures for the return of the funds.

ATTACHMENTS:

1. Resolution – Accepting Donation Amount of $1,000 By Madera Rotary Club
2. Resolution – Budget Adjustment
    a. Exhibit A – Budget Adjustment

ATTACHMENT 1

Resolution – Accepting Donation Amount of $1,000 By Madera Rotary Club

RESOLUTION NO. 24-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA ACCEPTING $1,000 IN DONATION FUNDS FROM THE MADERA ROTARY CLUB

WHEREAS, the Madera Rotary Club has donated $1,000 to the City; and

WHEREAS, the Madera Rotary Club has requested the donation go towards improvements at Rotary Park; and

WHEREAS, The Madera Rotary Club is part of the Rotary International organization; and

WHEREAS, the Madera Rotary Club aims to unite "neighbors, friends, leaders, and problem-solvers together to take action to create a lasting change – across the globe, our communities, and in ourselves."

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 donation provided by Madera Rotary Club of $1,000 is accepted.
3. This resolution is effective immediately upon adoption.

****

ATTACHMENT 2

Resolution – Budget Amendment

a. Exhibit A – Budget Amendment

RESOLUTION NO. 24 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA AMENDING THE FISCAL YEAR 2023/24 BUDGET APPROVING RELATED REVENUE AND EXPENDITURE LINE ITEMS RELATING TO THE $1,000 DONATION MADE BY THE MADERA ROTARY CLUB

WHEREAS, the City Council previously adopted a City-wide Budget for 2023/24 Fiscal Year; and

WHEREAS, the City of Madera has received a donation of $1,000; and

WHEREAS, the donation is from the Madera Rotary Club; and

WHEREAS, the donation will be used towards improvements at Rotary Park, as requested by the Madera Rotary Club.

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

1. The above recitals are true and correct.
2. The appropriations for the items listed in Exhibit A, attached hereto, are approved.
3. A signed copy of this Resolution shall be placed on file in the office of the Director of Financial Services, who shall prepare the entries necessary to reflect budget changes identified in the City's accounting system.
4. This Resolution is effective immediately upon adoption.

*****

EXHIBIT A
CITY OF MADERA

Budget Appropriations: Res. 24-_____

Budget Adjustments for Fiscal Year 2023/24

FUND	ORG CODE	OBJECT CODE	DESCRIPTION	(+)	(-)
General Fund / Parks Maintenance	10206100	4301	Donations - Revenue Line	1,000	$ -
	10206100	6428	Repairs - Expense Line	1,000	
				$ 2,000	**$ -**

Madera City Council Meeting
January 17, 2024
Agenda Item: E-1

Select Recipient for the Proclamation Recognizing February as Black History Month

Recommendation: Request for Councils selection of a recipient for the Proclamation Recognizing February as Black History Month (Report by Alicia Gonzales)

There is no written report for this item.