



Regular Meeting of the Madera City Council

205 W. 4th Street, Madera, California 93637

MEETING NOTICE AND AGENDA

Wednesday, June 17, 2020
6:00 p.m.

Council Chambers
City Hall

This meeting will be conducted pursuant to the provisions of the Governor's Executive Order which suspends certain requirements of the Ralph M. Brown Act. The City Council meeting will be live streamed on the City's website. Members of the public may participate in the meeting remotely through an electronic meeting via phone by dialing (669) 900-6833 enter ID: 925 885 098 84# followed by *9 on your phone to speak. 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 Andrew J. Medellin
Mayor Pro Tem Santos Garcia, District 5
Councilmember Cece Gallegos, District 1
Councilmember Jose Rodriguez, District 2
Councilmember Steve Montes, District 3
Councilmember Derek O. Robinson Sr., District 4
Councilmember Donald E. Holley, District 6

INVOCATION: Pastor Marc Unger, First Baptist Church of Madera

PLEDGE OF ALLEGIANCE:

APPROVAL OF AGENDA:

PUBLIC COMMENT:

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

WRITTEN COMMUNICATIONS: None

PRESENTATIONS:

1. Department of Public Health Update on COVID-19 (Report by Madera County Public Health Department)
2. Youth Commission Update (Yvette Flores, Youth Leadership Institute [YLI] Program Coordinator)

INTRODUCTIONS: None

A. WORKSHOP: None

B. CONSENT CALENDAR:

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

B-1 Minutes – May 13, 2020

Recommendation: Approve the City Council Minutes of May 13, 2020

B-2 Informational Report on Register of Audited Demands for May 24, 2020 to June 5, 2020

Recommendation: No Action Required (Report by Roger Sanchez)

B-3 Settlement of an Insurance Claim for Stolen Solar Panels

Recommendation: Adopt a Minute Order Authorizing the City Manager to Execute a Master Proof of Loss for Stolen Solar Panels in the Amount of \$369.92 (Report by Wendy Silva)

B-4 Administrative Policy Revision to Include Drug and Alcohol Clearinghouse Requirements

Recommendation: Adopt a Minute Order Adopting Revisions to Administrative Policy No. 38: Drug and Alcohol Policy Pursuant to the Department of Transportation to Include Drug and Alcohol Clearinghouse Requirements (Report by Wendy Silva)

B-5 Retroactive License Agreement with the County of Fresno to Reinstate an Expiring Agreement for Rack Space in the Police Annex Radio Equipment Room

Recommendation: Adopt a Resolution Approving a Retroactive License Agreement with the County of Fresno to Reinstate an Expiring Agreement for \$160 per month for Rack Space in the Police Annex Radio Equipment Room (Report by Mark Souders)

C. PUBLIC HEARINGS:

C-1 Continued Public Hearing Regarding a General Plan Amendment and Related Rezoning of Property for Reconfiguration of Development Regarding Pecan Square Project and Council Consideration of the Planning Commission's Approval of Tentative Parcel Map 2019-03 and Approval of Same with Updated Conditions

Recommendation: 1) Adopt a Resolution Ratifying the Planning Commissions Approval of Tentative Parcel Map 2019-03 and Tentative Subdivision Map 2019-03 and Approval of Same with Updated Conditions; and

- 2) Adopt a Resolution Amending the General Plan Land Use Map for Property (Approximately 76 Acres) located Southwest of the Intersection of West Pecan Avenue and Madera Avenue, Amending the Low, Medium, and High Density Residential and the Commercial General Plan Land Use Designations and Adopting a Mitigated Negative Declaration (APN: 012-480-005); and
- 3) Waive Full Reading and Introduce an Ordinance Rezoning Property (Approximately 76 Acres) located Southwest of the Intersection of Pecan Avenue and Madera Avenue to Adjust the Boundaries of the PD-6000, PD-3000 and PD-1500 (Planned Development) Zone Districts and the CN (Commercial Neighborhood) Zone District and Deleting the PF (Public Facility) Zone District (Report by Darrell Unruh)

C-2 Public Hearing on the Community Development Block Grant (CDBG) COVID-19 Funding Allocation

Recommendation: Continue Public Hearing to the June 18, 2020 City Council Special Meeting (Report by Ivette Iraheta)

C-3 Public Hearing on the City of Madera Fiscal Year Budget and Capital Improvement Program for Fiscal Year 2020/2021

Recommendation: Approve a Resolution Adopting the City of Madera Budget and Capital Improvement Program for Fiscal Year 2020/2021 (Report by Roger Sanchez)

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

D-1 Approval of a New Schedule “A” Agreement with the California Department of Forestry and Fire Protection (CAL FIRE) from July 1, 2020 to June 30, 2021 for Fire Service Operations

Recommendation: Adopt a Resolution Approving a New Schedule “A” Agreement with the California Department of Forestry and Fire Protection (CAL FIRE) from July 1, 2020 to June 30, 2021 for Fire Service Operations (Report by Matt Watson)

E. ADMINISTRATIVE REPORTS:

E-1 Placement of 150 Solar Street Lights Purchased through Engie Project

Recommendation: Direction and Approval from Council on Recommended Locations (Report by Daniel Foss)

E-2 Discussion on Status and Action Taken on Measures to Mitigate the Impacts of the COVID-19 (Coronavirus) Pandemic

Recommendation: Deliberation and Direction given from Council (Report by Arnoldo Rodriguez)

F. COUNCILMEMBER REPORTS/ANNOUNCEMENTS/FUTURE AGENDA ITEMS:

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

G. CLOSED SESSION:

G-1 Threat to Public Services or Facilities, Government Code Section 54957(a), Consultation with City Manager, City Attorney, and Chief of Police

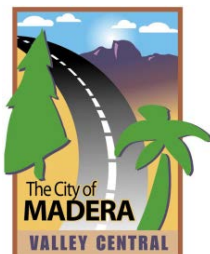
ADJOURNMENT: – Next regular meeting on July 1, 2020

- 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 writing related to an agenda item for the open session of this meeting distributed to the City Council less than 72 hours before this meeting is available for inspection at the City of Madera Office of the City Clerk, 205 W. 4th Street, Madera, California 93637 during normal business hours.
 - The meeting room is accessible to the physically disabled, and the services of a translator can be made available. Request for additional accommodations for the disabled, signers, assistive listening devices, or translators needed to assist participation in this public meeting should be made at least seventy-two (72) hours prior to the meeting. Please call the Human Resources Office at (559) 661-5401. Those who are hearing impaired may call 711 or 1-800-735-2929 for TTY Relay Service.
 - Questions regarding the meeting agenda or conduct of the meeting, please contact the City Clerk's office at (559) 661-5405.
 - Para asistencia en español sobre este aviso, por favor llame al (559) 661-5405.
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I, Alicia Gonzales, City Clerk for the City of Madera, declare under penalty of perjury that I posted the above agenda for the Regular Meeting of the Madera City Council for June 17, 2020 near the front entrances of City Hall and on the City's website www.madera.gov at 5:00 p.m. on June 11, 2020.



Alicia Gonzales, City Clerk



Item:	B-1
Minutes for:	05/13/2020
Adopted:	06/17/2020

MINUTES OF A SPECIAL MEETING OF THE MADERA CITY COUNCIL

May 13, 2020
5:45 p.m.

Council Chambers
City Hall

This meeting was conducted pursuant to the provisions of the Governor's Executive Order which suspend certain requirements of the Ralph M. Brown Act. The City Council meeting was live streamed on the City's website. Members of the public were able to participate in the meeting remotely through an electronic meeting in the following ways; via phone by dialing (669) 900-6833 enter ID: 930 2995 7979# followed by *9 on their phone to speak. Comments were also be accepted via email at citycouncilpubliccomment@madera.gov and by regular mail at 205 W. 4th Street, Madera, CA 93637.

CALL TO ORDER – Meeting was called to order at 5:45p.m.

ROLL CALL:

Present: **Mayor Andrew J. Medellin**
Mayor Pro Tem Santos Garcia, District 5
Councilmember Cece Gallegos, District 1
Councilmember Jose Rodriguez, District 2
Councilmember Steve Montes, District 3
Councilmember Derek O. Robinson Sr., District 4
Councilmember Donald E. Holley, District 6

Absent: None

Others present were City Manager Arnoldo Rodriguez, City Clerk Alicia Gonzales, Information Services Manager Mark Souders, Interim Public Works Director Dan Foss, and Public Works Administrative Analyst Adam Gonzales.

INVOCATION: Councilmember Donald Holley

PLEDGE OF ALLEGIANCE: Mayor Medellin

APPROVAL OF AGENDA

ON MOTION BY COUNCILMEMBER HOLLEY AND SECONDED BY COUNCILMEMBER ROBINSON, THE AGENDA WAS APPROVED UNANIMOUSLY BY A VOTE OF 7/0. AYES: MAYOR MEDELLIN, COUNCILMEMBERS GARCIA, GALLEGOS, RODRIGUEZ, MONTES, ROBINSON, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

PUBLIC COMMENT

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

Mayor Medellín indicated that no public comments had been received. He asked and City Clerk Alicia Gonzales responded that was correct.

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

A-1 Agreement for Coronavirus Aid, Relief, and Economic Security (CARES) Act Airport Grant Funding in the Amount of \$69,000

Recommendation: Adopt a Resolution Approving the Agreement for Coronavirus Aid, Relief, and Economic Security (CARES) Act Airport Grant Funding (Report by Daniel Foss)

Public Works Administrative Analyst Adam Gonzales summarized the report.

Mayor Medellín asked if Council had any questions or comments. None were offered.

ON MOTION BY COUNCILMEMBER HOLLEY AND SECONDED BY COUNCILMEMBER ROBINSON, ITEM A-1 WAS APPROVED BY A VOTE OF 7/0. AYES: MAYOR MEDELLIN, COUNCILMEMBERS GARCIA, GALLEGOS, RODRIGUEZ, MONTES, ROBINSON, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

RES 20-65 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING AN AGREEMENT FOR CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY (CARES) ACT AIRPORT GRANT FUNDING

ADJOURNMENT – The meeting was adjourned at 5:52 p.m. Next regular meeting May 20, 2020.

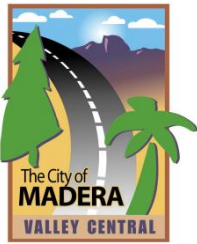
CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Approval of the minutes is not addressed in the vision or action plans; the requested action is also not in conflict with any of the actions or goals contained in that plan.

ALICIA GONZALES, City Clerk

ANDREW J. MEDELLIN, Mayor

MINUTES PREPARED BY
ZELDA LEON, Deputy City Clerk



REPORT TO CITY COUNCIL

Approved by:

Department Director

City Manager

Council Meeting of: June 17, 2020

Agenda Number: B-2

SUBJECT:

Informational Report on Register of Audited Demands

RECOMMENDATION:

Review Register of Audited Demands Report for May 24, 2020 to June 5, 2020.

SUMMARY:

The Register of Audited Demands for the City covering obligations paid during the period of May 24, 2020 to June 5, 2020 is contained in the attachment and summarized in the following tables.

<i>Table 1: Warrant Distribution Summary</i>		
<i>Description</i>	<i>Check #'s</i>	<i>Amount</i>
<i>General Warrant</i>	26604 - 26765	\$1,701,542.78

<i>Table 2: Wire Transfer Summary</i>		
<i>Description</i>	<i>Vendor</i>	<i>Amount</i>
<i>Payroll and Taxes</i>	Union Bank	\$573,069.58
<i>SDI</i>	EDD	\$1,984.62
<i>CalPERS Payment</i>	CalPERS	\$119,392.23

DISCUSSION:

Warrant requests are processed weekly based on the adopted Fiscal Year 2019/2020 budget and released for payment every Friday. Each demand has been audited and the Finance Director hereby certifies as to their accuracy and that there were sufficient funds for their payment. Per the request of City Council, we have included the departments from which each of the respective warrants were requested as well as the fund/division description from which they were paid.

FINANCIAL IMPACT:

Demands for payments are made within the constraints of the approved 2019/2020 budget.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

ALTERNATIVES:

Informational only.

ATTACHMENTS:

Register of Audited Demands

CITY OF MADERA
REGISTER OF AUDITED DEMANDS FOR BANK #1 - UNION BANK GENERAL ACCOUNT
June 17, 2020

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
26604	05/26/2020	FINANCE	PAYROLL TRUST	ADMINISTRATIVE SOLUTIONS	ADMIN FEES FOR MAY 2020	\$ 141.00
26605	05/26/2020	FINANCE	PAYROLL TRUST	ADMINISTRATIVE SOLUTIONS	MEDICAL & CHILD CARE EXP ACCT	\$ 1,055.59
26606	05/26/2020	HR/RISK MGT	INS/RISK MGT	ADMINISTRATIVE SOLUTIONS	MONTHLY ADMIN FEE MAY 2020	\$ 301.00
26606	05/26/2020	HR/RISK MGT	PAYROLL TRUST	ADMINISTRATIVE SOLUTIONS	MONTHLY ADMIN FEE MAY 2020	\$ 3,891.50
26607	05/26/2020	FINANCE	PAYROLL TRUST	ADMINISTRATIVE SOLUTIONS	MEDICAL PART A FOR CLAIMS MAY PAYROLL	\$ 30,969.38
26608	05/26/2020	HR/RISK MGT	BUILDING	ANTHEM BLUE CROSS	CITY PAID RETIREE MEDICAL BILL JUNE 2020	\$ 1,114.97
26609	05/26/2020	FINANCE	AIRPORT OPS	AT&T	05/20 SERVICE 831-000-6408 576	\$ 584.04
26609	05/26/2020	FINANCE	BUILDING	AT&T	05/20 SERVICE 831-000-6408 576	\$ 118.85
26609	05/26/2020	FINANCE	CITY ATTORNEY	AT&T	05/20 SERVICE 831-000-6408 576	\$ 38.71
26609	05/26/2020	FINANCE	CITY CLERK	AT&T	05/20 SERVICE 831-000-6408 576	\$ 32.60
26609	05/26/2020	FINANCE	CODE ENF	AT&T	05/20 SERVICE 831-000-6408 576	\$ 651.27
26609	05/26/2020	FINANCE	COMM & REC	AT&T	05/20 SERVICE 831-000-6408 576	\$ 1,819.35
26609	05/26/2020	FINANCE	COMPUTER MAINT	AT&T	05/20 SERVICE 831-000-6408 576	\$ 122.92
26609	05/26/2020	FINANCE	ENGINEERING	AT&T	05/20 SERVICE 831-000-6408 576	\$ 273.00
26609	05/26/2020	FINANCE	FINANCE	AT&T	05/20 SERVICE 831-000-6408 576	\$ 93.04
26609	05/26/2020	FINANCE	FIRE	AT&T	05/20 SERVICE 831-000-6408 576	\$ 1,168.76
26609	05/26/2020	FINANCE	GRANT OVERSIGHT	AT&T	05/20 SERVICE 831-000-6408 576	\$ 114.09
26609	05/26/2020	FINANCE	HR/RISK MGT	AT&T	05/20 SERVICE 831-000-6408 576	\$ 77.42
26609	05/26/2020	FINANCE	PLANNING	AT&T	05/20 SERVICE 831-000-6408 576	\$ 99.83
26609	05/26/2020	FINANCE	UB - GARBAGE	AT&T	05/20 SERVICE 831-000-6408 576	\$ 226.82
26609	05/26/2020	FINANCE	UB - SEWER	AT&T	05/20 SERVICE 831-000-6408 576	\$ 226.82
26609	05/26/2020	FINANCE	UB - WATER	AT&T	05/20 SERVICE 831-000-6408 576	\$ 453.65
26609	05/26/2020	FINANCE	MEAS K - PD	AT&T	05/20 SERVICE 831-000-6408 576	\$ 651.27
26609	05/26/2020	FINANCE	CITY MANAGER	AT&T	05/20 SERVICE 831-000-6408 576	\$ 38.71
26610	05/26/2020	FINANCE	COMM & REC	AT&T	04/20 CALNET 3 SERVICE 9391026396	\$ 136.23
26610	05/26/2020	FINANCE	SR CITIZEN	AT&T	04/20 CALNET 3 SERVICE 9391026403	\$ 23.71
26610	05/26/2020	FINANCE	SR CITIZEN	AT&T	04/20 CALNET 3 SERVICE 9391026398	\$ 20.89
26610	05/26/2020	FINANCE	MEAS K - PD	AT&T	04/20 CALNET 3 SERVICE 9391026401	\$ 20.89
26610	05/26/2020	FINANCE	MEAS K - PD	AT&T	04/20 CALNET 3 SERVICE 9391059143	\$ 1,004.92
26611	05/26/2020	HR/RISK MGT	CITY MANAGER	BLUE SHIELD OF CALIFORNIA	CITY PAID RETIREE MEDICAL BILL JUNE 2020	\$ 183.00
26612	05/26/2020	WWTP	WWTP	BSK ASSOCIATES	PERMIT COMPLIANCE LAB	\$ 50.00
26613	05/26/2020	FINANCE	PAYROLL TRUST	CA DEPT OF CHILD SUPPORT	CHILD SUPPORT DEDUCTIONS	\$ 1,357.81
26614	05/26/2020	HR/RISK MGT	AIRPORT OPS	CA DEPT OF JUSTICE	FEBRUARY 2020 FINGERPRINT APPS	\$ 64.00
26614	05/26/2020	HR/RISK MGT	FINANCE	CA DEPT OF JUSTICE	FEBRUARY 2020 FINGERPRINT APPS	\$ 64.00

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
26614	05/26/2020	HR/RISK MGT	PARKS	CA DEPT OF JUSTICE	FEBRUARY 2020 FINGERPRINT APPS	\$ 128.00
26614	05/26/2020	HR/RISK MGT	RECREATION	CA DEPT OF JUSTICE	FEBRUARY 2020 FINGERPRINT APPS	\$ 128.00
26614	05/26/2020	HR/RISK MGT	WWTP	CA DEPT OF JUSTICE	FEBRUARY 2020 FINGERPRINT APPS	\$ 32.00
26615	05/26/2020	UB - WATER	WATER CONS	CITY OF MADERA	MULCH REBATE APPLY TO UB ACCT	\$ 88.00
26615	05/26/2020	UB - WATER	WATER CONS	CITY OF MADERA	DISHWASHER REBATE APPLY TO UB ACCT	\$ 200.00
26616	05/26/2020	GRANTS	INTERMODAL	CITY OF MADERA	05/20 UTILITY SERVICE 003040441-0	\$ 47.82
26617	05/26/2020	GRANTS	INTERMODAL	CITY OF MADERA	05/20 UTILITY SERVICE 003040431-8	\$ 81.44
26618	05/26/2020	GRANTS	INTERMODAL	CITY OF MADERA	05/20 UTILITY SERVICE 003040421-6	\$ 86.81
26619	05/26/2020	FINANCE	PAYROLL TRUST	COLONIAL LIFE & ACCIDENT INSURANCE	EMPLOYEE LIFE INSURANCE	\$ 1,087.79
26620	05/26/2020	PD ADMIN	PD ADMIN	COMCAST	05/14/20-06/13/20 SERVICE	\$ 127.50
26621	05/26/2020	FINANCE	PAYROLL TRUST	COURT ORDERED DEBT COLLECTIONS	COURT ORDERED DEBT COLLECTION	\$ 37.37
26622	05/26/2020	PW ADMIN	BEV CONTAINER	CUMULUS MEDIA NEW HOLDINGS, INC.	CAL RECYCLE RADIO AD	\$ 9,743.08
26623	05/26/2020	ENGINEERING	MEAS K - FIRE	DAVIS MORENO CONSTRUCTION, INC.	CONSTRUCTION OF FIRE STATION NO. 58	\$ 253,025.92
26624	05/26/2020	WATER QC	WATER QC	DELLAVALLE LABORATORY, INC.	WATER SAMPLES	\$ 1,064.00
26625	05/26/2020	GRANTS	INTERMODAL	DIAMOND COMMUNICATIONS	JUNE ALARM MONITORING	\$ 80.00
26626	05/26/2020	PW ADMIN	FACILITIES MAINT	DIR- ELECTRICIAN CERTIFICATION FUND	ELECTRICIAN CERTIFICATION RENEWAL	\$ 100.00
26627	05/26/2020	BUILDING	BUILDING	FIRE SAFETY SOLUTIONS, LLC	FIRE PROTECTION ENG SVS	\$ 12,881.25
26628	05/26/2020	RECREATION	SR CITIZEN	FRESNO MADERA AREA AGENCY ON AGING	02/20 UNSERVED MEALS	\$ 184.76
26629	05/26/2020	GRANTS	CDBG PUB IMP	HABITAT FOR HUMANITY FRESNO INC.	3RD QTR FY 19/20 REIMBURSEMENT	\$ 62,791.81
26630	05/26/2020	SEWER OPS	SEWER OPS	INDUSTRIAL ELECTRICAL CO.	REPAIR MOTOR AT FAIRGRNDS LIFT STATION	\$ 4,359.08
26630	05/26/2020	WATER OPS	WATER OPS	INDUSTRIAL ELECTRICAL CO.	WELL 34 MOTOR REPAIR	\$ 4,197.32
26631	05/26/2020	GRANTS	TRANS - FIXED	JEFFREY SCOTT ADVERTISING	OUTREACH CONSULTING	\$ 1,536.50
26631	05/26/2020	GRANTS	TRANS - DAR	JEFFREY SCOTT ADVERTISING	OUTREACH CONSULTING	\$ 1,536.50
26632	05/26/2020	PD ADMIN	PD ADMIN	LEGACY K9 INC.	FOUNDATIONAL TRAINING OF CANINES	\$ 11,212.50
26633	05/26/2020	FINANCE	PAYROLL TRUST	M A C E A	MAY 2020 MONTHLY DUES	\$ 2,062.50
26634	05/26/2020	FINANCE	PAYROLL TRUST	M P O A	MAY 2020 MONTHLY DUES	\$ 7,685.44
26635	05/26/2020	FINANCE	PAYROLL TRUST	M.C.E.A.	MAY 2020 MONTHLY DUES	\$ 400.00
26636	05/26/2020	FINANCE	PAYROLL TRUST	MADERA CO SHERIFF-CIVIL DIVISION	SHERIFF GARNISHMENT ORDER	\$ 565.75
26637	05/26/2020	GRANTS	CDBG PUB SVS	MADERA COALITION FOR COMM JUSTICE	3RD QTR REIMBURSEMENT	\$ 7,126.83
26638	05/26/2020	GRANTS	TRANS - FIXED	MADERA UNIFIED SCHOOL DISTRICT	FEBRUARY CNG FUEL USAGE	\$ 75.43
26638	05/26/2020	GRANTS	TRANS - DAR	MADERA UNIFIED SCHOOL DISTRICT	FEBRUARY CNG FUEL USAGE	\$ 75.43
26639	05/26/2020	FINANCE	PAYROLL TRUST	MID-MGMT EMPLOYEE GROUP	MAY 2020 MONTHLY DUES	\$ 670.00
26640	05/26/2020	CITY ATTORNEY	CITY ATTORNEY	MONTROY LAW CORPORATION	LEGAL SERVICES	\$ 20,985.00
26641	05/26/2020	FINANCE	FINANCE	MUNISERVICES, LLC	STARS SERVICE 4TH QTR 2019	\$ 1,483.22
26642	05/26/2020	GRANTS	TRANS - FIXED	MV TRANSPORTATION, INC.	APRIL 2020 TRANSIT OPERATOR SERVICES	\$ 60,939.05
26642	05/26/2020	GRANTS	TRANS - DAR	MV TRANSPORTATION, INC.	APRIL 2020 TRANSIT OPERATOR SERVICES	\$ 32,042.88

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
26643	05/26/2020	FINANCE	PAYROLL TRUST	N.P.C.-ORCHARD TRUST COMPANY	DEFERRED COMP CONTRIBUTIONS	\$ 1,518.44
26644	05/26/2020	FINANCE	PAYROLL TRUST	N.P.C.-ORCHARD TRUST COMPANY	DEFERRED COMP CONTRIBUTIONS	\$ 8,183.30
26645	05/26/2020	GRANTS	CDBG ADMIN	ONTRAC	OVERNIGHT SHIPPINGOVERNIGHT SHIPPING	\$ 7.72
26646	05/26/2020	WATER QC	WATER CONS	OTP- REBATES	TURF REPLACEMENT REBATE	\$ 3,000.00
26647	05/26/2020	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	04/20 SERVICE 9920095153-3	\$ 8.11
26647	05/26/2020	FINANCE	AQUATICS	PACIFIC GAS & ELECTRIC	04/20 SERVICE 9920095153-3	\$ 1,314.64
26647	05/26/2020	FINANCE	CENTRAL ADMIN	PACIFIC GAS & ELECTRIC	04/20 SERVICE 9920095153-3	\$ 625.94
26647	05/26/2020	FINANCE	COMM & REC	PACIFIC GAS & ELECTRIC	04/20 SERVICE 9920095153-3	\$ 1,157.10
26647	05/26/2020	FINANCE	DRAINAGE	PACIFIC GAS & ELECTRIC	04/20 SERVICE 9920095153-3	\$ 631.31
26647	05/26/2020	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	04/20 SERVICE 9787342989-4	\$ 98.93
26647	05/26/2020	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	04/20 SERVICE 5207933925-6	\$ 52.48
26647	05/26/2020	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	04/20 SERVICE 9920095153-3	\$ 1,202.12
26647	05/26/2020	FINANCE	FIRE	PACIFIC GAS & ELECTRIC	04/20 SERVICE 9920095153-3	\$ 107.34
26647	05/26/2020	FINANCE	PARKING OPS	PACIFIC GAS & ELECTRIC	04/20 SERVICE 9920095153-3	\$ 174.07
26647	05/26/2020	FINANCE	PARKS	PACIFIC GAS & ELECTRIC	04/20 SERVICE 8675479583-8	\$ 36.43
26647	05/26/2020	FINANCE	PARKS	PACIFIC GAS & ELECTRIC	04/20 SERVICE 9920095153-3	\$ 1,541.96
26647	05/26/2020	FINANCE	SEWER OPS	PACIFIC GAS & ELECTRIC	04/20 SERVICE 9920095153-3	\$ 276.91
26647	05/26/2020	FINANCE	SOLID WASTE	PACIFIC GAS & ELECTRIC	04/20 SERVICE 9920095153-3	\$ 139.33
26647	05/26/2020	FINANCE	SR CITIZEN	PACIFIC GAS & ELECTRIC	04/20 SERVICE 9920095153-3	\$ 8.11
26647	05/26/2020	FINANCE	WATER OPS	PACIFIC GAS & ELECTRIC	04/20 SERVICE 3533032414-2	\$ 16.49
26647	05/26/2020	FINANCE	WATER OPS	PACIFIC GAS & ELECTRIC	04/20 SERVICE 9920095153-3	\$ 12,674.47
26647	05/26/2020	FINANCE	ZONE 34B ACT	PACIFIC GAS & ELECTRIC	04/20 SERVICE 0443905948-8	\$ 9.53
26647	05/26/2020	FINANCE	MEAS K - PD	PACIFIC GAS & ELECTRIC	04/20 SERVICE 9920095153-3	\$ 1,372.25
26647	05/26/2020	FINANCE	ZONE 24 ACT	PACIFIC GAS & ELECTRIC	04/20 SERVICE 9920095153-3	\$ 16.34
26647	05/26/2020	FINANCE	ZONE 26 ACT	PACIFIC GAS & ELECTRIC	04/20 SERVICE 9920095153-3	\$ 9.86
26647	05/26/2020	FINANCE	ZONE 31A ACT	PACIFIC GAS & ELECTRIC	04/20 SERVICE 9920095153-3	\$ 9.86
26648	05/26/2020	STREETS	PW - STREETS	MORRIS J PIERCE	ASPHALT PATCHING	\$ 7,791.73
26649	05/26/2020	GRANTS	GRANT OVERSIGHT	RANEY PLANNING & MANAGEMENT, INC.	CONSULTANT SERVICES	\$ 80.87
26649	05/26/2020	GRANTS	HOME DAP	RANEY PLANNING & MANAGEMENT, INC.	CONSULTANT SERVICES	\$ 319.13
26650	05/26/2020	HR/RISK MGT	SEWER OPS	REGENCE BLUECROSS BLUESHIELD OF UT	CITY PAID RETIREE PRES BILL JUNE 2020	\$ 59.50
26650	05/26/2020	HR/RISK MGT	WATER OPS	REGENCE BLUECROSS BLUESHIELD OF UT	CITY PAID RETIREE PRES BILL JUNE 2020	\$ 59.50
26651	05/26/2020	PD ADMIN	PD ADMIN	SETCOM CORPORATION	REPAIR	\$ 394.51
26652	05/26/2020	FINANCE	PAYROLL TRUST	STATE OF CALIFORNIA	FRANCHISE TAX DEDUCTIONS	\$ 150.00
26653	05/26/2020	FIRE	FIRE	TESEI PETROLEUM INC.	FUEL FOR FIRE DEPT	\$ 290.07
26654	05/26/2020	ENGINEERING	MEAS T - RTP	UNION PACIFIC RAILROAD CO.	UTILITY INSTALLATION APPLICATION FEE	\$ 755.00
26655	05/26/2020	PURCHASING	AIRPORT OPS	US BANK CORPORATE PAYMENT SYSTEMS	04/20 CAL-CARD CHARGES	\$ 931.71

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
26655	05/26/2020	PURCHASING	AQUATICS	US BANK CORPORATE PAYMENT SYSTEMS	04/20 CAL-CARD CHARGES	\$ 191.78
26655	05/26/2020	PURCHASING	BUILDING	US BANK CORPORATE PAYMENT SYSTEMS	04/20 CAL-CARD CHARGES	\$ 729.64
26655	05/26/2020	PURCHASING	CDBG ADMIN	US BANK CORPORATE PAYMENT SYSTEMS	04/20 CAL-CARD CHARGES	\$ 12.00
26655	05/26/2020	PURCHASING	CENTRAL ADMIN	US BANK CORPORATE PAYMENT SYSTEMS	04/20 CAL-CARD CHARGES	\$ 9,373.76
26655	05/26/2020	PURCHASING	CITY CLERK	US BANK CORPORATE PAYMENT SYSTEMS	04/20 CAL-CARD CHARGES	\$ (558.25)
26655	05/26/2020	PURCHASING	CITY COUNCIL	US BANK CORPORATE PAYMENT SYSTEMS	04/20 CAL-CARD CHARGES	\$ 62.45
26655	05/26/2020	PURCHASING	CODE ENF	US BANK CORPORATE PAYMENT SYSTEMS	04/20 CAL-CARD CHARGES	\$ 946.22
26655	05/26/2020	PURCHASING	COMM & REC	US BANK CORPORATE PAYMENT SYSTEMS	04/20 CAL-CARD CHARGES	\$ 992.31
26655	05/26/2020	PURCHASING	COMM PROMO	US BANK CORPORATE PAYMENT SYSTEMS	04/20 CAL-CARD CHARGES	\$ 207.31
26655	05/26/2020	PURCHASING	COMPUTER MAINT	US BANK CORPORATE PAYMENT SYSTEMS	04/20 CAL-CARD CHARGES	\$ 4,047.74
26655	05/26/2020	PURCHASING	DRAINAGE	US BANK CORPORATE PAYMENT SYSTEMS	04/20 CAL-CARD CHARGES	\$ 893.67
26655	05/26/2020	PURCHASING	ENGINEERING	US BANK CORPORATE PAYMENT SYSTEMS	04/20 CAL-CARD CHARGES	\$ 422.40
26655	05/26/2020	PURCHASING	FACILITIES MAINT	US BANK CORPORATE PAYMENT SYSTEMS	04/20 CAL-CARD CHARGES	\$ 3,142.27
26655	05/26/2020	PURCHASING	FINANCE	US BANK CORPORATE PAYMENT SYSTEMS	04/20 CAL-CARD CHARGES	\$ 198.15
26655	05/26/2020	PURCHASING	FIRE	US BANK CORPORATE PAYMENT SYSTEMS	04/20 CAL-CARD CHARGES	\$ 6,032.97
26655	05/26/2020	PURCHASING	FLEET MAINT	US BANK CORPORATE PAYMENT SYSTEMS	04/20 CAL-CARD CHARGES	\$ 15,371.86
26655	05/26/2020	PURCHASING	GENERAL FUND	US BANK CORPORATE PAYMENT SYSTEMS	04/20 CAL-CARD CHARGES	\$ 15,352.94
26655	05/26/2020	PURCHASING	GRAFFITI	US BANK CORPORATE PAYMENT SYSTEMS	04/20 CAL-CARD CHARGES	\$ 459.18
26655	05/26/2020	PURCHASING	HR/RISK MGT	US BANK CORPORATE PAYMENT SYSTEMS	04/20 CAL-CARD CHARGES	\$ 152.72
26655	05/26/2020	PURCHASING	INS/RISK MGT	US BANK CORPORATE PAYMENT SYSTEMS	04/20 CAL-CARD CHARGES	\$ 1,317.18
26655	05/26/2020	PURCHASING	LTF - STREETS	US BANK CORPORATE PAYMENT SYSTEMS	04/20 CAL-CARD CHARGES	\$ 65.17
26655	05/26/2020	PURCHASING	MEAS K - FIRE	US BANK CORPORATE PAYMENT SYSTEMS	04/20 CAL-CARD CHARGES	\$ 6,376.69
26655	05/26/2020	PURCHASING	PARKS	US BANK CORPORATE PAYMENT SYSTEMS	04/20 CAL-CARD CHARGES	\$ 2,853.17
26655	05/26/2020	PURCHASING	PARKS ADMIN	US BANK CORPORATE PAYMENT SYSTEMS	04/20 CAL-CARD CHARGES	\$ 2.78
26655	05/26/2020	PURCHASING	PD ADMIN	US BANK CORPORATE PAYMENT SYSTEMS	04/20 CAL-CARD CHARGES	\$ (610.84)
26655	05/26/2020	PURCHASING	PLANNING	US BANK CORPORATE PAYMENT SYSTEMS	04/20 CAL-CARD CHARGES	\$ 922.23
26655	05/26/2020	PURCHASING	PW - STREETS	US BANK CORPORATE PAYMENT SYSTEMS	04/20 CAL-CARD CHARGES	\$ 18,442.05
26655	05/26/2020	PURCHASING	RECREATION	US BANK CORPORATE PAYMENT SYSTEMS	04/20 CAL-CARD CHARGES	\$ 409.43
26655	05/26/2020	PURCHASING	SEWER OPS	US BANK CORPORATE PAYMENT SYSTEMS	04/20 CAL-CARD CHARGES	\$ 2,459.93
26655	05/26/2020	PURCHASING	SOLID WASTE	US BANK CORPORATE PAYMENT SYSTEMS	04/20 CAL-CARD CHARGES	\$ 1,740.00
26655	05/26/2020	PURCHASING	SPORTS	US BANK CORPORATE PAYMENT SYSTEMS	04/20 CAL-CARD CHARGES	\$ 41.66
26655	05/26/2020	PURCHASING	SR CITIZEN	US BANK CORPORATE PAYMENT SYSTEMS	04/20 CAL-CARD CHARGES	\$ 7.50
26655	05/26/2020	PURCHASING	SUPP LAW ENF	US BANK CORPORATE PAYMENT SYSTEMS	04/20 CAL-CARD CHARGES	\$ 6,410.28
26655	05/26/2020	PURCHASING	TRANS - FIXED	US BANK CORPORATE PAYMENT SYSTEMS	04/20 CAL-CARD CHARGES	\$ 1,453.32
26655	05/26/2020	PURCHASING	TRANS - DAR	US BANK CORPORATE PAYMENT SYSTEMS	04/20 CAL-CARD CHARGES	\$ 380.00
26655	05/26/2020	PURCHASING	UB - GARBAGE	US BANK CORPORATE PAYMENT SYSTEMS	04/20 CAL-CARD CHARGES	\$ 137.39

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26655	05/26/2020	PURCHASING	UB - SEWER	US BANK CORPORATE PAYMENT SYSTEMS	04/20 CAL-CARD CHARGES	\$ 137.39
26655	05/26/2020	PURCHASING	UB - WATER	US BANK CORPORATE PAYMENT SYSTEMS	04/20 CAL-CARD CHARGES	\$ 1,637.96
26655	05/26/2020	PURCHASING	WATER OPS	US BANK CORPORATE PAYMENT SYSTEMS	04/20 CAL-CARD CHARGES	\$ 11,831.68
26655	05/26/2020	PURCHASING	WATER QC	US BANK CORPORATE PAYMENT SYSTEMS	04/20 CAL-CARD CHARGES	\$ 1,782.56
26655	05/26/2020	PURCHASING	WWTP	US BANK CORPORATE PAYMENT SYSTEMS	04/20 CAL-CARD CHARGES	\$ 11,057.12
26655	05/26/2020	PURCHASING	MEAS K - PD	US BANK CORPORATE PAYMENT SYSTEMS	04/20 CAL-CARD CHARGES	\$ 82.26
26655	05/26/2020	PURCHASING	TIRE AMNESTY	US BANK CORPORATE PAYMENT SYSTEMS	04/20 CAL-CARD CHARGES	\$ 567.00
26655	05/26/2020	PURCHASING	FLEET ACQ	US BANK CORPORATE PAYMENT SYSTEMS	04/20 CAL-CARD CHARGES	\$ 1,697.50
26656	05/26/2020	FINANCE	PAYROLL TRUST	VANTAGEPOINT TRANSFER AGENTS-457	DEFERRED COMP CONTRIBUTIONS	\$ 25,599.91
26657	05/26/2020	FINANCE	AIRPORT OPS	VERIZON WIRELESS	CITY CELL PHONE CHARGES APR 11 - MAY 10	\$ 26.02
26657	05/26/2020	FINANCE	BUILDING	VERIZON WIRELESS	CITY CELL PHONE CHARGES APR 11 - MAY 10	\$ 280.02
26657	05/26/2020	FINANCE	CITY CLERK	VERIZON WIRELESS	CITY CELL PHONE CHARGES APR 11 - MAY 10	\$ 64.19
26657	05/26/2020	FINANCE	CITY COUNCIL	VERIZON WIRELESS	CITY CELL PHONE CHARGES APR 11 - MAY 10	\$ 304.08
26657	05/26/2020	FINANCE	CODE ENF	VERIZON WIRELESS	CITY CELL PHONE CHARGES APR 11 - MAY 10	\$ 261.02
26657	05/26/2020	FINANCE	COMPUTER MAINT	VERIZON WIRELESS	CITY CELL PHONE CHARGES APR 11 - MAY 10	\$ 345.65
26657	05/26/2020	FINANCE	ENGINEERING	VERIZON WIRELESS	CITY CELL PHONE CHARGES APR 11 - MAY 10	\$ 142.75
26657	05/26/2020	FINANCE	FACILITIES MAINT	VERIZON WIRELESS	CITY CELL PHONE CHARGES APR 11 - MAY 10	\$ 109.43
26657	05/26/2020	FINANCE	FINANCE	VERIZON WIRELESS	CITY CELL PHONE CHARGES APR 11 - MAY 10	\$ 161.41
26657	05/26/2020	FINANCE	FIRE	VERIZON WIRELESS	CITY CELL PHONE CHARGES APR 11 - MAY 10	\$ 114.03
26657	05/26/2020	FINANCE	FLEET MAINT	VERIZON WIRELESS	CITY CELL PHONE CHARGES APR 11 - MAY 10	\$ 1.68
26657	05/26/2020	FINANCE	HR/RISK MGT	VERIZON WIRELESS	CITY CELL PHONE CHARGES APR 11 - MAY 10	\$ 76.66
26657	05/26/2020	FINANCE	PARKS	VERIZON WIRELESS	CITY CELL PHONE CHARGES APR 11 - MAY 10	\$ 137.51
26657	05/26/2020	FINANCE	PLANNING	VERIZON WIRELESS	CITY CELL PHONE CHARGES APR 11 - MAY 10	\$ 62.53
26657	05/26/2020	FINANCE	PW - STREETS	VERIZON WIRELESS	CITY CELL PHONE CHARGES APR 11 - MAY 10	\$ 241.53
26657	05/26/2020	FINANCE	RECREATION	VERIZON WIRELESS	CITY CELL PHONE CHARGES APR 11 - MAY 10	\$ 0.46
26657	05/26/2020	FINANCE	SEWER OPS	VERIZON WIRELESS	CITY CELL PHONE CHARGES APR 11 - MAY 10	\$ 47.05
26657	05/26/2020	FINANCE	SOLID WASTE	VERIZON WIRELESS	CITY CELL PHONE CHARGES APR 11 - MAY 10	\$ 27.97
26657	05/26/2020	FINANCE	SR CITIZEN	VERIZON WIRELESS	CITY CELL PHONE CHARGES APR 11 - MAY 10	\$ 40.47
26657	05/26/2020	FINANCE	STREET CLEANING	VERIZON WIRELESS	CITY CELL PHONE CHARGES APR 11 - MAY 10	\$ 0.46
26657	05/26/2020	FINANCE	UB - WATER	VERIZON WIRELESS	CITY CELL PHONE CHARGES APR 11 - MAY 10	\$ 45.08
26657	05/26/2020	FINANCE	WATER OPS	VERIZON WIRELESS	CITY CELL PHONE CHARGES APR 11 - MAY 10	\$ 350.02
26657	05/26/2020	FINANCE	WATER QC	VERIZON WIRELESS	CITY CELL PHONE CHARGES APR 11 - MAY 10	\$ 294.46
26657	05/26/2020	FINANCE	WWTP	VERIZON WIRELESS	CITY CELL PHONE CHARGES APR 11 - MAY 10	\$ 165.09
26657	05/26/2020	FINANCE	MEAS K - PD	VERIZON WIRELESS	CITY CELL PHONE CHARGES APR 11 - MAY 10	\$ 4,533.54
26657	05/26/2020	FINANCE	CITY MANAGER	VERIZON WIRELESS	CITY CELL PHONE CHARGES APR 11 - MAY 10	\$ 85.53
26658	05/26/2020	PARKS	PARKS	VILLA GARDENING SERVICE INC	APRIL LAWN SERVICE	\$ 310.00

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26659	06/01/2020	ENGINEERING	GENERAL FUND	ACQUISITION	RIGHT-OF-WAY ACQUISITION PER RES 19-112	\$ (20.00)
26659	06/01/2020	ENGINEERING	MEAS T - LTP	ACQUISITION	RIGHT-OF-WAY ACQUISITION PER RES 19-112	\$ 3,380.00
26660	06/01/2020	HR/RISK MGT	FINANCE	ACRO SERVICE CORPORATION	FINANCIAL SERVICES DIRECTOR	\$ 4,443.07
26660	06/01/2020	HR/RISK MGT	UB - GARBAGE	ACRO SERVICE CORPORATION	FINANCIAL SERVICES DIRECTOR	\$ 793.43
26660	06/01/2020	HR/RISK MGT	UB - SEWER	ACRO SERVICE CORPORATION	FINANCIAL SERVICES DIRECTOR	\$ 793.43
26660	06/01/2020	HR/RISK MGT	UB - WATER	ACRO SERVICE CORPORATION	FINANCIAL SERVICES DIRECTOR	\$ 1,584.57
26661	06/01/2020	HR/RISK MGT	INS/RISK MGT	AMERITAS LIFE INSURANCE CORP.	JUNE 2020 DENTAL INSURANCE	\$ 527.80
26661	06/01/2020	HR/RISK MGT	PAYROLL TRUST	AMERITAS LIFE INSURANCE CORP.	JUNE 2020 DENTAL INSURANCE	\$ 13,399.64
26662	06/01/2020	FINANCE	SEWER OPS	AT&T	05/20 CALNET 3 SERVICE 9391031570	\$ 208.60
26662	06/01/2020	FINANCE	MEAS K - PD	AT&T	05/20 CALNET 3 SERVICE 9391020514	\$ 164.69
26662	06/01/2020	FINANCE	MEAS K - PD	AT&T	04/20 CALNET 3 SERVICE 9391031566	\$ 164.69
26662	06/01/2020	FINANCE	MEAS K - PD	AT&T	04/20 CALNET 3 SERVICE 9391031578	\$ 172.62
26662	06/01/2020	FINANCE	MEAS K - PD	AT&T	04/20 CALNET 3 SERVICE 9391031575	\$ 167.72
26662	06/01/2020	PD ADMIN	MEAS K - PD	AT&T	04/20 CALNET 3 SERVICE 9391064552	\$ 299.15
26663	06/01/2020	HR/RISK MGT	INS/RISK MGT	BLUE SHIELD OF CALIFORNIA	CITY PAID HEALTH INSURANCE JUNE 2020	\$ 8,738.23
26663	06/01/2020	HR/RISK MGT	PAYROLL TRUST	BLUE SHIELD OF CALIFORNIA	CITY PAID HEALTH INSURANCE JUNE 2020	\$ 233,358.34
26664	06/01/2020	ENGINEERING	MAX - CAP	BMV CONSTRUCTION GROUP, INC.	CONSTRUCTION OF MADERA TRANSIT CENTER	\$ 6,939.02
26664	06/01/2020	ENGINEERING	PROP 1B PTMISEA	BMV CONSTRUCTION GROUP, INC.	CONSTRUCTION OF MADERA TRANSIT CENTER	\$ 1,734.75
26665	06/01/2020	WWTP	WWTP	BSK ASSOCIATES	PERMIT COMPLIANCE LAB	\$ 235.50
26666	06/01/2020	FINANCE	PAYROLL TRUST	CA DEPT OF CHILD SUPPORT	CHILD SUPPORT DEDUCTIONS	\$ 1,656.42
26667	06/01/2020	HR/RISK MGT	PARKS	CA DEPT OF JUSTICE	APRIL 2020 FINGERPRINT APPS	\$ 32.00
26667	06/01/2020	HR/RISK MGT	WATER OPS	CA DEPT OF JUSTICE	APRIL 2020 FINGERPRINT APPS	\$ 32.00
26667	06/01/2020	PD ADMIN	PD ADMIN	CA DEPT OF JUSTICE	JAN- MAR 2020 MISCELLANEOUS SERVICES	\$ 1,876.98
26667	06/01/2020	PD ADMIN	SUPP LAW ENF	CA DEPT OF JUSTICE	APRIL 2020 BLOOD ALCOHOL ANALYSIS	\$ 700.00
26668	06/01/2020	UB - WATER	WATER CONS	CITY OF MADERA	TOILET REBATE APPLY TO UB ACCT	\$ 200.00
26668	06/01/2020	UB - WATER	WATER CONS	CITY OF MADERA	TOILET REBATE APPLY TO UB ACCT	\$ 400.00
26668	06/01/2020	UB - WATER	WATER CONS	CITY OF MADERA	TOILET REBATE APPLY TO UB ACCT	\$ 100.00
26669	06/01/2020	FINANCE	PAYROLL TRUST	COLONIAL LIFE & ACCIDENT INSURANCE	EMPLOYEE LIFE INSURANCE	\$ 1,030.39
26670	06/01/2020	FINANCE	BUILDING	COMCAST	CITY INTERNET CONNECTION	\$ 66.24
26670	06/01/2020	FINANCE	CITY ATTORNEY	COMCAST	CITY INTERNET CONNECTION	\$ 18.94
26670	06/01/2020	FINANCE	CITY CLERK	COMCAST	CITY INTERNET CONNECTION	\$ 18.94
26670	06/01/2020	FINANCE	CODE ENF	COMCAST	CITY INTERNET CONNECTION	\$ 141.95
26670	06/01/2020	FINANCE	COMM & REC	COMCAST	CITY INTERNET CONNECTION	\$ 94.63
26670	06/01/2020	FINANCE	COMPUTER MAINT	COMCAST	CITY INTERNET CONNECTION	\$ 37.87
26670	06/01/2020	FINANCE	ENGINEERING	COMCAST	CITY INTERNET CONNECTION	\$ 132.49
26670	06/01/2020	FINANCE	FACILITIES MAINT	COMCAST	CITY INTERNET CONNECTION	\$ 28.39

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26670	06/01/2020	FINANCE	FINANCE	COMCAST	CITY INTERNET CONNECTION	\$ 104.10
26670	06/01/2020	FINANCE	FLEET MAINT	COMCAST	CITY INTERNET CONNECTION	\$ 18.94
26670	06/01/2020	FINANCE	GRANT OVERSIGHT	COMCAST	CITY INTERNET CONNECTION	\$ 37.87
26670	06/01/2020	FINANCE	HR/RISK MGT	COMCAST	CITY INTERNET CONNECTION	\$ 37.87
26670	06/01/2020	FINANCE	PARKS	COMCAST	CITY INTERNET CONNECTION	\$ 47.30
26670	06/01/2020	FINANCE	PARKS ADMIN	COMCAST	CITY INTERNET CONNECTION	\$ 37.85
26670	06/01/2020	FINANCE	PLANNING	COMCAST	CITY INTERNET CONNECTION	\$ 47.32
26670	06/01/2020	FINANCE	PW - STREETS	COMCAST	CITY INTERNET CONNECTION	\$ 47.32
26670	06/01/2020	FINANCE	RECREATION	COMCAST	CITY INTERNET CONNECTION	\$ 56.78
26670	06/01/2020	FINANCE	SEWER OPS	COMCAST	CITY INTERNET CONNECTION	\$ 33.11
26670	06/01/2020	FINANCE	SOLID WASTE	COMCAST	CITY INTERNET CONNECTION	\$ 37.84
26670	06/01/2020	FINANCE	SR CITIZEN	COMCAST	CITY INTERNET CONNECTION	\$ 37.85
26670	06/01/2020	FINANCE	UB - GARBAGE	COMCAST	CITY INTERNET CONNECTION	\$ 30.75
26670	06/01/2020	FINANCE	UB - SEWER	COMCAST	CITY INTERNET CONNECTION	\$ 30.75
26670	06/01/2020	FINANCE	UB - WATER	COMCAST	CITY INTERNET CONNECTION	\$ 61.52
26670	06/01/2020	FINANCE	WATER OPS	COMCAST	CITY INTERNET CONNECTION	\$ 42.58
26670	06/01/2020	FINANCE	WATER QC	COMCAST	CITY INTERNET CONNECTION	\$ 18.94
26670	06/01/2020	FINANCE	WWTP	COMCAST	CITY INTERNET CONNECTION	\$ 28.39
26670	06/01/2020	FINANCE	CITY MANAGER	COMCAST	CITY INTERNET CONNECTION	\$ 18.94
26670	06/01/2020	FINANCE	PURCHASING	COMCAST	CITY INTERNET CONNECTION	\$ 28.39
26670	06/01/2020	FINANCE	PAYROLL CLEARING	COMCAST	CITY INTERNET CONNECTION	\$ 28.39
26671	06/01/2020	HR/RISK MGT	PARKS	CONCENTRA MEDICAL CENTERS	PRE-EMPLOYMENT PHYSICALS	\$ 113.50
26671	06/01/2020	HR/RISK MGT	WATER OPS	CONCENTRA MEDICAL CENTERS	PRE-EMPLOYMENT PHYSICALS	\$ 113.50
26672	06/01/2020	UB - WATER	UB - GARBAGE	DATAPROSE, LLC	CONVERSION SET-UP FEE	\$ 375.00
26672	06/01/2020	UB - WATER	UB - SEWER	DATAPROSE, LLC	CONVERSION SET-UP FEE	\$ 375.00
26672	06/01/2020	UB - WATER	UB - WATER	DATAPROSE, LLC	CONVERSION SET-UP FEE	\$ 750.00
26673	06/01/2020	ENGINEERING	MEAS K - FIRE	DAVIS MORENO CONSTRUCTION, INC.	CONSTRUCTION OF FIRE STATION NO. 58	\$ 328,788.85
26674	06/01/2020	WWTP	WWTP	GALLEGOS, PETER	CERTIFICATE RENEWAL FEE REIMBURSEMENT	\$ 150.00
26675	06/01/2020	SEWER OPS	SEWER OPS	INDUSTRIAL ELECTRICAL CO.	MOTOR REPAIR FAIRGROUNDS LIFT STATION	\$ 3,617.56
26676	06/01/2020	FACILITIES	FACILITIES MAINT	INGRAM DIGITAL ELECTRONICS	TIMER FOR INTERSECTION	\$ 1,072.50
26677	06/01/2020	PD ADMIN	PD ADMIN	J'S COMMUNICATIONS	ANNUAL SERVICE FOR RADIO EQUIPMENT	\$ 4,707.00
26678	06/01/2020	PD ADMIN	PD ADMIN	KER'S GAS & LUBE, INC.	APRIL 2020 PD CAR WASHES	\$ 111.50
26679	06/01/2020	HR/RISK MGT	INS/RISK MGT	LIEBERT CASSIDY WHITMORE	LEGAL FEES	\$ 5,070.00
26680	06/01/2020	PLANNING	GENERAL TRUST	LSA ASSOCIATES, INC	VILLAGE D- EIR APRIL 2020	\$ 29,423.75
26681	06/01/2020	PD ADMIN	SUPP LAW ENF	MADERA ANIMAL HOSPITAL	VETERINARY SERVICES	\$ 643.56
26682	06/01/2020	FINANCE	PAYROLL TRUST	MADERA CO SHERIFF-CIVIL DIVISION	SHERIFF GARNISHMENT ORDER	\$ 400.75

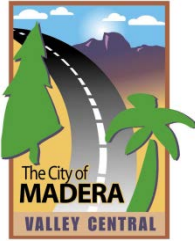
CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
26683	06/01/2020	UB - WATER	PD ADMIN	MADERA COUNTY TREASURER	COUNTY'S PORTION OF PARKING PENALTIES	\$ 1,426.00
26684	06/01/2020	GRANTS	CDBG ADMIN	MADERA TRIBUNE	PUBLIC COMMENT NOTICE	\$ 450.00
26685	06/01/2020	WWTP	WWTP	METTLER TOLEDO, INC.	EQUIPMENT CALIBRATION	\$ 706.38
26686	06/01/2020	FIRE	MEAS K - FIRE	MITCHELL L VICK CONSTRUCTION	RAISE GARAGE DOOR AT FIRE STATION 57	\$ 8,190.00
26687	06/01/2020	FINANCE	PAYROLL TRUST	N.P.C.-ORCHARD TRUST COMPANY	DEFERRED COMP CONTRIBUTIONS	\$ 1,249.18
26688	06/01/2020	FINANCE	PAYROLL TRUST	N.P.C.-ORCHARD TRUST COMPANY	DEFERRED COMP CONTRIBUTIONS	\$ 8,142.70
26689	06/01/2020	UB - WATER	PD ADMIN	OVERPAYMENTS	PARKING CITATION OVERPAYMENT	\$ 3.00
26690	06/01/2020	PD ADMIN	PD ADMIN	OVERPAYMENTS	REPORT COPY FEE REIMBURSEMENT	\$ 8.00
26691	06/01/2020	ENGINEERING	ENGINEERING	PACIFIC GAS & ELECTRIC	04/20 SERVICE 2000655655-7	\$ 1,126.75
26691	06/01/2020	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	05/20 SERVICE 3533032414-2	\$ 1,350.26
26691	06/01/2020	FINANCE	CENTRAL ADMIN	PACIFIC GAS & ELECTRIC	05/20 SERVICE 3533032414-2	\$ 5,864.31
26691	06/01/2020	FINANCE	COMM & REC	PACIFIC GAS & ELECTRIC	05/20 SERVICE 3533032414-2	\$ 2,277.98
26691	06/01/2020	FINANCE	DRAINAGE	PACIFIC GAS & ELECTRIC	05/20 SERVICE 3533032414-2	\$ 2,739.05
26691	06/01/2020	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	05/20 SERVICE 1619119913-8	\$ 65.70
26691	06/01/2020	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	05/20 SERVICE 6690755760-8	\$ 68.68
26691	06/01/2020	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	05/20 SERVICE 3533032414-2	\$ 26,696.58
26691	06/01/2020	FINANCE	FIRE	PACIFIC GAS & ELECTRIC	05/20 SERVICE 3533032414-2	\$ 1,909.24
26691	06/01/2020	FINANCE	INTERMODAL	PACIFIC GAS & ELECTRIC	05/20 SERVICE 1950349675-4	\$ 755.38
26691	06/01/2020	FINANCE	INTERMODAL	PACIFIC GAS & ELECTRIC	05/20 SERVICE 3533032414-2	\$ 943.96
26691	06/01/2020	FINANCE	PARKING OPS	PACIFIC GAS & ELECTRIC	05/20 SERVICE 3533032414-2	\$ 229.02
26691	06/01/2020	FINANCE	PARKS	PACIFIC GAS & ELECTRIC	05/20 SERVICE 3533032414-2	\$ 1,874.87
26691	06/01/2020	FINANCE	SEWER OPS	PACIFIC GAS & ELECTRIC	05/20 SERVICE 3533032414-2	\$ 2,316.97
26691	06/01/2020	FINANCE	SOLID WASTE	PACIFIC GAS & ELECTRIC	05/20 SERVICE 3533032414-2	\$ 729.72
26691	06/01/2020	FINANCE	SR CITIZEN	PACIFIC GAS & ELECTRIC	05/20 SERVICE 3533032414-2	\$ 42.00
26691	06/01/2020	FINANCE	WATER OPS	PACIFIC GAS & ELECTRIC	05/20 SERVICE 3533032414-2	\$ 123,540.47
26691	06/01/2020	FINANCE	WWTP	PACIFIC GAS & ELECTRIC	05/20 SERVICE 3533032414-2	\$ 102.52
26691	06/01/2020	FINANCE	ZONE 34B ACT	PACIFIC GAS & ELECTRIC	05/20 SERVICE 3533032414-2	\$ 9.51
26691	06/01/2020	FINANCE	ZONE 24 ACT	PACIFIC GAS & ELECTRIC	05/20 SERVICE 3533032414-2	\$ 10.25
26691	06/01/2020	FINANCE	ZONE 31A ACT	PACIFIC GAS & ELECTRIC	05/20 SERVICE 3533032414-2	\$ 28.98
26691	06/01/2020	FINANCE	ZONE 20B ACT	PACIFIC GAS & ELECTRIC	05/20 SERVICE 3533032414-2	\$ 9.53
26691	06/01/2020	FINANCE	ZONE 27B ACT	PACIFIC GAS & ELECTRIC	05/20 SERVICE 3533032414-2	\$ 10.30
26691	06/01/2020	FINANCE	ZONE 2 ACT	PACIFIC GAS & ELECTRIC	05/20 SERVICE 3533032414-2	\$ 50.31
26691	06/01/2020	FINANCE	ZONE 3 ACT	PACIFIC GAS & ELECTRIC	05/20 SERVICE 3533032414-2	\$ 39.66
26691	06/01/2020	FINANCE	ZONE 31B ACT	PACIFIC GAS & ELECTRIC	05/20 SERVICE 3533032414-2	\$ 28.98
26691	06/01/2020	FINANCE	ZONE 4 ACT	PACIFIC GAS & ELECTRIC	05/20 SERVICE 3533032414-2	\$ 10.43
26691	06/01/2020	FINANCE	ZONE 6A ACT	PACIFIC GAS & ELECTRIC	05/20 SERVICE 3533032414-2	\$ 60.12

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26691	06/01/2020	FINANCE	ZONE 29C ACT	PACIFIC GAS & ELECTRIC	05/20 SERVICE 3533032414-2	\$ 10.21
26691	06/01/2020	FINANCE	ZONE 8 ACT	PACIFIC GAS & ELECTRIC	05/20 SERVICE 3533032414-2	\$ 61.59
26691	06/01/2020	FINANCE	ZONE 16 ACT	PACIFIC GAS & ELECTRIC	05/20 SERVICE 3533032414-2	\$ 21.31
26691	06/01/2020	FINANCE	ZONE 13 ACT	PACIFIC GAS & ELECTRIC	05/20 SERVICE 3533032414-2	\$ 106.32
26692	06/01/2020	PD ADMIN	PD ADMIN	PACIFIC STORAGE COMPANY	SERVICE EXECUTIVE CONSOLE	\$ 280.00
26693	06/01/2020	PARKS ADMIN	COMM & REC	OTP- PARKS REFUNDS	FACILITY CANCELLATION REFUND	\$ 760.00
26693	06/01/2020	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	FACILITY CANCELLATION REFUND	\$ 200.00
26694	06/01/2020	PARKS ADMIN	COMM & REC	OTP- PARKS REFUNDS	FACILITY CANCELLATION REFUND	\$ 760.00
26694	06/01/2020	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	FACILITY CANCELLATION REFUND	\$ 200.00
26695	06/01/2020	PARKS ADMIN	COMM & REC	OTP- PARKS REFUNDS	FACILITY CANCELLATION REFUND	\$ 685.00
26695	06/01/2020	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	FACILITY CANCELLATION REFUND	\$ 500.00
26695	06/01/2020	PARKS ADMIN	PARKS ADMIN	OTP- PARKS REFUNDS	FACILITY CANCELLATION REFUND	\$ 25.00
26696	06/01/2020	PARKS ADMIN	COMM & REC	OTP- PARKS REFUNDS	FACILITY CANCELLATION REFUND	\$ 440.00
26696	06/01/2020	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	FACILITY CANCELLATION REFUND	\$ 100.00
26696	06/01/2020	PARKS ADMIN	PARKS ADMIN	OTP- PARKS REFUNDS	FACILITY CANCELLATION REFUND	\$ 25.00
26697	06/01/2020	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	FACILITY CANCELLATION REFUND	\$ 50.00
26697	06/01/2020	PARKS ADMIN	PARKS	OTP- PARKS REFUNDS	FACILITY CANCELLATION REFUND	\$ 115.00
26697	06/01/2020	PARKS ADMIN	PARKS ADMIN	OTP- PARKS REFUNDS	FACILITY CANCELLATION REFUND	\$ 25.00
26698	06/01/2020	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	PARK CANCELLATION REFUND	\$ 50.00
26698	06/01/2020	PARKS ADMIN	PARKS	OTP- PARKS REFUNDS	PARK CANCELLATION REFUND	\$ 97.75
26698	06/01/2020	PARKS ADMIN	PARKS ADMIN	OTP- PARKS REFUNDS	PARK CANCELLATION REFUND	\$ 25.00
26699	06/01/2020	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	PARK CANCELLATION REFUND	\$ 50.00
26699	06/01/2020	PARKS ADMIN	PARKS	OTP- PARKS REFUNDS	PARK CANCELLATION REFUND	\$ 115.00
26699	06/01/2020	PARKS ADMIN	PARKS ADMIN	OTP- PARKS REFUNDS	PARK CANCELLATION REFUND	\$ 25.00
26700	06/01/2020	PD ADMIN	SUPP LAW ENF	PECK'S PRINTERY	ASSESSMENT APPLICATIONS	\$ 921.77
26701	06/01/2020	UB - WATER	FINANCE	PHOENIX GROUP INFO SYS	APRIL 2020 CITATIONS	\$ 416.60
26702	06/01/2020	HR/RISK MGT	SEWER OPS	REGENCE BLUECROSS BLUESHIELD OF UT	CITY PAID RETIREE MEDICAL BILL JUNE 2020	\$ 107.50
26702	06/01/2020	HR/RISK MGT	WATER OPS	REGENCE BLUECROSS BLUESHIELD OF UT	CITY PAID RETIREE MEDICAL BILL JUNE 2020	\$ 107.50
26703	06/01/2020	ENGINEERING	LTF - STREETS	SERNA CONSTRUCTION, INC.	PAVING AT UPRR AT 4TH STREET CROSSING	\$ 9,866.25
26704	06/01/2020	PD ADMIN	PD ADMIN	SJVAPCD	19/20 ANNUAL AIR TOXIC ASSESSMENT	\$ 501.00
26704	06/01/2020	WATER OPS	WATER OPS	SJVAPCD	19/20 ANNUAL AIR TOXIC ASSESSMENT	\$ 501.00
26705	06/01/2020	IS	COMPUTER MAINT	SOUDERS, MARK	REIMBURSEMENT FOR SCANNER	\$ 1,368.50
26706	06/01/2020	FINANCE	PAYROLL TRUST	STATE OF CALIFORNIA	FRANCHISE TAX DEDUCTIONS	\$ 150.00
26707	06/01/2020	AIRPORT OPS	AIRPORT OPS	SWRCB	ANNUAL PERMIT FEE	\$ 350.00
26707	06/01/2020	AIRPORT OPS	AIPORT OPS	SWRCB	ANNUAL PERMIT FEE	\$ 1,050.00
26708	06/01/2020	HR/RISK MGT	INS/RISK MGT	SUPERIOR VISION INC.	JUNE 2020 VISION INSURANCE	\$ 97.80

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26708	06/01/2020	HR/RISK MGT	PAYROLL TRUST	SUPERIOR VISION INC.	JUNE 2020 VISION INSURANCE	\$ 2,116.68
26709	06/01/2020	PD ADMIN	SUPP LAW ENF	LEATHAM FAMILY, LLC	BADGES	\$ 413.17
26710	06/01/2020	WWTP	WWTP	SYNAGRO WEST, INC.	BIOSOLIDS DISPOSAL	\$ 26,011.68
26711	06/01/2020	PURCHASING	AIRPORT OPS	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 05/11/20-05/20/20	\$ 40.43
26711	06/01/2020	PURCHASING	ANIMAL CONTROL	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 05/11/20-05/20/20	\$ 37.83
26711	06/01/2020	PURCHASING	BUILDING	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 05/11/20-05/20/20	\$ 61.78
26711	06/01/2020	PURCHASING	CODE ENF	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 05/11/20-05/20/20	\$ 38.72
26711	06/01/2020	PURCHASING	DRAINAGE	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 05/11/20-05/20/20	\$ 163.56
26711	06/01/2020	PURCHASING	FACILITIES MAINT	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 05/11/20-05/20/20	\$ 215.96
26711	06/01/2020	PURCHASING	FLEET MAINT	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 05/11/20-05/20/20	\$ 312.43
26711	06/01/2020	PURCHASING	GRAFFITI	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 05/11/20-05/20/20	\$ 234.05
26711	06/01/2020	PURCHASING	PARKS	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 05/11/20-05/20/20	\$ 677.72
26711	06/01/2020	PURCHASING	PD ADMIN	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 05/11/20-05/20/20	\$ 2,007.31
26711	06/01/2020	PURCHASING	PW - STREETS	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 05/11/20-05/20/20	\$ 281.30
26711	06/01/2020	PURCHASING	SEWER OPS	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 05/11/20-05/20/20	\$ 226.28
26711	06/01/2020	PURCHASING	STREET CLEANING	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 05/11/20-05/20/20	\$ 542.68
26711	06/01/2020	PURCHASING	TRANS - FIXED	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 05/11/20-05/20/20	\$ 1,068.06
26711	06/01/2020	PURCHASING	TRANS - DAR	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 05/11/20-05/20/20	\$ 971.79
26711	06/01/2020	PURCHASING	UB - GARBAGE	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 05/11/20-05/20/20	\$ 21.90
26711	06/01/2020	PURCHASING	UB - SEWER	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 05/11/20-05/20/20	\$ 21.90
26711	06/01/2020	PURCHASING	UB - WATER	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 05/11/20-05/20/20	\$ 43.81
26711	06/01/2020	PURCHASING	WATER OPS	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 05/11/20-05/20/20	\$ 729.25
26711	06/01/2020	PURCHASING	WATER QC	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 05/11/20-05/20/20	\$ 137.49
26711	06/01/2020	PURCHASING	WWTP	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 05/11/20-05/20/20	\$ 62.84
26712	06/01/2020	PD ADMIN	PD ADMIN	CRISCOM PUBLIC RELATIONS, INC.	GRANT RESEARCH AND WRITING SERVICES	\$ 4,000.00
26713	06/01/2020	PD ADMIN	PD ADMIN	TRILOGY MEDWASTE WEST LLC	REUSABLE TUB	\$ 139.00
26714	06/01/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING DEPOSIT REFUND	\$ 76.99
26715	06/01/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 219.73
26716	06/01/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING DEPOSIT REFUND	\$ 116.52
26717	06/01/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 279.20
26718	06/01/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 208.73
26719	06/01/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING DEPOSIT REFUND	\$ 12.59
26720	06/01/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING DEPOSIT REFUND	\$ 66.92
26721	06/01/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 118.49
26722	06/01/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING DEPOSIT REFUND	\$ 48.27
26723	06/01/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 122.44

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26724	06/01/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 201.46
26725	06/01/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING DEPOSIT REFUND	\$ 150.52
26726	06/01/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 146.23
26727	06/01/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 91.00
26728	06/01/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 152.72
26729	06/01/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 115.51
26730	06/01/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING DEPOSIT REFUND	\$ 42.86
26731	06/01/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 156.39
26732	06/01/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING DEPOSIT REFUND	\$ 433.38
26733	06/01/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING DEPOSIT REFUND	\$ 38.24
26734	06/01/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 408.43
26735	06/01/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING DEPOSIT REFUND	\$ 25.86
26736	06/01/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING DEPOSIT REFUND	\$ 91.12
26737	06/01/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING DEPOSIT REFUND	\$ 31.70
26738	06/01/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 152.64
26739	06/01/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 480.40
26740	06/01/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 87.14
26741	06/01/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING DEPOSIT REFUND	\$ 90.68
26742	06/01/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING DEPOSIT REFUND	\$ 19.77
26743	06/01/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING DEPOSIT REFUND	\$ 52.64
26744	06/01/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 76.22
26745	06/01/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 214.73
26746	06/01/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING DEPOSIT REFUND	\$ 50.71
26747	06/01/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING DEPOSIT REFUND	\$ 93.62
26748	06/01/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING DEPOSIT REFUND	\$ 259.25
26749	06/01/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 193.80
26750	06/01/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 157.06
26751	06/01/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 154.37
26752	06/01/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 129.15
26753	06/01/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 83.79
26754	06/01/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING DEPOSIT REFUND	\$ 47.52
26755	06/01/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING DEPOSIT REFUND	\$ 257.74
26756	06/01/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING DEPOSIT REFUND	\$ 52.40
26757	06/01/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING DEPOSIT REFUND	\$ 97.65
26758	06/01/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING DEPOSIT REFUND	\$ 38.53
26759	06/01/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 190.36

<i>CHECK</i>	<i>PAY DATE</i>	<i>DEPARTMENT</i>	<i>PAID FROM ORG</i>	<i>ISSUED TO</i>	<i>DESCRIPTION</i>	<i>AMOUNT</i>
26760	06/01/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 41.40
26761	06/01/2020	FINANCE	GENERAL FUND	UNION BANK OF CALIFORNIA	SERVICES FOR PERIOD FEB - APR 2020	\$ 875.00
26762	06/01/2020	FINANCE	GENERAL FUND	UNITED MUNICIPAL SECURITY	CD CHARGES	\$ 498.00
26763	06/01/2020	FINANCE	PAYROLL TRUST	VANTAGEPOINT TRANSFER AGENTS-457	DEFERRED COMP CONTRIBUTIONS	\$ 25,132.04
26764	06/01/2020	PD ADMIN	MEAS K - PD	WATCHGUARD VIDEO	VISTA HD	\$ 470.89
26765	06/01/2020	PD ADMIN	SUPP LAW ENF	ZEE MEDICAL SERVICE CO.	SUPPLIES	\$ 37.55
BANK #1 - UNION BANK GENERAL ACCOUNT TOTAL						<u>\$ 1,701,542.78</u>



REPORT TO CITY COUNCIL

Approved by:

Wendy Silva
Wendy Silva, Director of Human Resources

Arnoldo Rodriguez
Arnoldo Rodriguez, City Manager

Council Meeting of: June 17, 2020

Agenda Number: B-3

SUBJECT:

Settlement of an Insurance Claim for Stolen Solar Panels

RECOMMENDATION:

Adopt a Minute Order authorizing the City Manager to execute a Master Proof of Loss for stolen solar panels in the amount of \$369.92.

SUMMARY:

The City of Madera (City) purchased several parcels along Olive Avenue as part of the R-10 Olive Avenue Widening Project. One of the parcels had a home with solar panels installed on the roof. The panels were leased by the homeowner and as part of the sales agreement, the City purchased the panels from the solar company in order to acquire the property. Shortly before the demolition of the home to widen the road, it was noticed the solar panels were stolen. The panels were to be repurposed elsewhere in the City. The City filed a property claim with its insurance program due to the value of the solar panels. The requested action will finalize the insurance claim so that the City can receive payment from the primary and pooled layers of its property insurance program.

DISCUSSION:

The City entered into an agreement with several property owners in order to purchase land along Olive Avenue as part of the R-10 Olive Avenue Widening Project. One parcel, located at 1280 Olive Avenue, contained a structure with solar panels installed on the roof. The solar panels were leased from Sunnova Energy Corporation by the property owner. As part of the City's sales agreement with the owner of the parcel, the City agreed to purchase the solar panel system in order to complete the acquisition of land and improvements necessary for the widening project. The City paid \$31,712.04 for the system.

The City's intent was to repurpose the solar panels somewhere in the City. The Olive Avenue Widening Project would require the building on which the panels were affixed to be demolished. In February 2020, shortly before the demolition process began, Mr. Helmuth, City Engineer,

drove by the building and noticed the panels were no longer on the roof. The Madera Police Department was contacted and upon further investigation, the panels were determined to have been stolen. Unfortunately, as of this writing, no suspects have been identified. Picture 1 below shows the solar panels before the theft from an aerial view. Picture 2 shows the roof of the building where the panels had been.



Picture 1. Solar Panels Before Theft



Picture 2. Panels Missing from Roof

The solar panel system was originally leased by the property owner in April 2015. So, at the approximate time of the theft, the panels were about five years old. The City was not able to obtain the price that the system would have cost when it was originally leased. However, for purposes of the insurance claim, the City provided the purchase price of \$31,712.04 to the insurance adjuster as the cost of the system.

The City participates in the Alliant Property Insurance Program (APIP) through Alliant Insurance Services, with claims handling provided by McLarens Young International. This program has a \$25,000 deductible for unscheduled property losses. At the time of the theft, the property was not scheduled due to it having been recently acquired. The City additionally participates in the Pooled Property Program through the Central San Joaquin Valley Risk Management Authority (CSJVRMA) to cover the \$20,000 deductible with a \$5,000 SIR on property losses. These programs provide reimbursement at current replacement value for losses. However, because the City does not intend to replace the panels on the roof of the building that is now demolished, City staff and the insurance adjuster decided the best method to settle the claim would be to receive the actual cash value (ACV) of the solar system. The ACV is calculated by taking the value of the system at the price for which the City purchased it, less straight-line depreciation of 4% per year. Since the system was five years old, the depreciation amount is 20% (5 years X 4% per year). So, 20% of \$31,712.04 (the purchase price of the system) is \$6,342.92. The ACV payment from the excess carrier is shown below in Table 1.

Table 1. Insurance Calculation – Excess Carrier	
Purchase Price of Solar Panel System	\$31,712.04
Depreciation Percent	20%
Estimated Depreciation	<u>(\$6,342.48)</u>
ACV Estimate	\$25,369.92
Less APIP Deductible	(\$25,000.00)
Net	\$369.92

As was mentioned, the City participates in the CSJVRMA Property Program which covers the APIP \$25,000 deductible, less the City’s SIR of \$5,000. Table 2 below shows the CSJVRMA Property Program breakdown and total payment to the City of \$20,369.92.

Table 2. Insurance Payment Calculation - Total	
CSJVRMA Pooled Layer	\$25,000
City’s SIR	(\$5,000)
Net Payment from Excess Carrier	<u>\$369.92</u>
Total Payments to City	\$20,369.92

If Council approves the settlement of this insurance claim, the City Manager will execute the Master Proof of Loss which will allow the City to receive the insurance proceeds that will total to \$20,369.92. The City plans to use the proceeds to pay debt service on the Engie Project. The project includes the purchase of several hundred solar panels and other energy upgrades at City facilities, which is in the spirit of the original use of the panels that were stolen.

FINANCIAL IMPACT:

The insurance proceeds will be put into the appropriate account to pay down debt service on the Engie Project.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

ALTERNATIVE:

Council may direct staff to withdraw the insurance claim.

ATTACHMENT:

1. Master Proof of Loss

MASTER PROOF OF LOSS

TO THE VARIOUS COMPANIES UNDER THEIR RESPECTIVE POLICIES AS INDICATED IN THE ANNEXED SCHEDULE OF INSURANCE AND APPORTIONMENT OF CLAIM WHICH IS MADE A PART HEREOF

At time of loss, by the annexed indicated policies of insurance you insured Central San Joaquin Valley Risk Management Authority (CSJVRMA) and its member City of Madera

against loss by All Risk of physical loss or damage to the property described

under Schedule annexed according to the terms and conditions of the said policies and all forms, endorsements, transfer and assignments attached thereto.

1. **Time and Origin:** An all risks of direct physical loss or damage loss occurred about the hour of STATE KIND o'clock _____ M., on the 12th day of February 20 20. The cause and origin of the said loss were: Theft of solar panels

2. **Occupancy:** The building described, or containing the property described, was occupied at the time of the loss as follows, and for no other purpose whatever: 1280 Olive Ave Madera, CA 93638

3. **Title and Interest:** At the time of the loss the interest of your insured in the property described therein was sole and unconditional ownership, and no other person or persons had any interest therein or encumbrance thereon, except: No exceptions

4. **Changes:** Since the said policies were issued there have been no assignments thereof, or change of interest, use, occupancy, possession, location or exposure of the property described, except: No exceptions

5. **Total Insurance:** The total amount of insurance upon the property described by the involved policies was, at the time of the loss, \$ _____ as more particularly specified in the apportionment attached, besides which there was no policy or other contract of insurance, written or oral, valid or invalid.

6. **The Actual Cash Value** of said property at the time of loss was \$ Not Determined

7. **The Whole Loss and Damage** was \$ 31,712.40

8. **The Amount Claimed** under this Master Proof of Loss \$ 369.92

(Amount claimed is Net \$25,000 deductible and \$6,342.48 depreciation SEE APPORTIONMENT ATTACHED)

The said loss did not originate by any act, design or procurement on the part of your insured, or this affiant; nothing as been done by or with the privity or consent of your insured or this affiant, to violate the conditions of the policies of insurance or render them void; no articles are mentioned herein or in annexed schedules but such as were destroyed or damaged at the time of said loss, has in any manner been made. Any other information that may be required will be furnished and considered a part of this proof.

The furnishing of this blank or the preparation of this Master Proof of Loss by a representative of the annexed mentioned insurance companies is not a waiver of any of their rights.

FOR YOUR PROTECTION, CALIFORNIA LAW REQUIRES THE FOLLOWING TO APPEAR ON THIS FORM:

Any person who knowingly presents false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

State of _____ (Insured Signature)

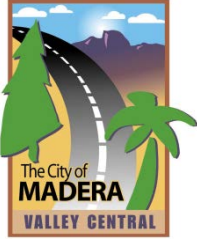
County of _____ Insured

Subscribed and sworn to (or affirmed) before me on this _____ day of _____ (month), _____ (year) by

_____ proved to me on the basis of satisfactory evidence to be

the person(s) who appear before me.

_____ (signature of Notary)



REPORT TO CITY COUNCIL

Approved by:

Wendy Silva
Wendy Silva, Director of Human Resources

Arnoldo Rodriguez
Arnoldo Rodriguez, City Manager

Council Meeting of: June 17, 2020

Agenda Number: B-4

SUBJECT:

Administrative Policy Revision to Include Drug and Alcohol Clearinghouse Requirements

RECOMMENDATION:

Adopt a Minute Order Adopting Revisions to Administrative Policy (AP) No. 38: Drug and Alcohol Policy Pursuant to the Department of Transportation to Include Drug and Alcohol Clearinghouse Requirements

SUMMARY:

During a routine California Highway Patrol (CHP) Basic Inspection of Terminals (BIT) inspection on May 5, 2020, it was identified that the City's Drug and Alcohol Policy for safety sensitive drivers needed to be updated to comply with Federal Motor Carrier Safety Administration (FMCSA) Clearinghouse regulations that went into effect on January 6, 2020. By amending AP No. 38 to add the requirements related to the Clearinghouse, and then following the policy, the City will be compliant with the new regulations.

DISCUSSION:

The City had a BIT inspection on May 5, 2020 where the inspector noticed the City had not updated its policy to reflect the new Clearinghouse language. Additionally, the City has not registered with the Clearinghouse as an employer of commercial drivers, and none of the applicable employees have registered individually, as required. Upon learning of this deficiency, the City sought to amend AP No. 38 to include language as suggested by the CHP inspector. The City's policy is administered by the Public Works Department, and staff are working to bring the program into compliance with the current regulations.

The City has several vehicles in its fleet that are considered commercial vehicles as designated by Federal Department of Transportation (DOT) regulations. The City has approximately 25 commercial drivers employed primarily in the Fleet and Public Works Departments. In order to drive these vehicles, special licensing and regulations exist and apply to employees and employers. To comply with these specific regulations, AP No. 38 was adopted in 1996. Over the years, there have been changes to the laws governing commercial drivers and the policy has been revised to stay in compliance. The most recent change applies to the Clearinghouse as follows.

The purpose of the Clearinghouse is to compile all commercial driver's license (CDL) and commercial learner's permit (CLP) holders into a single database that can be accessed by employers. The database will store CDL and CLP holder information related to drug and alcohol violations, among other information, related to driving commercial vehicles. This will allow employers to inquire if there are any drug or alcohol related issues with job applicants and current employees who drive commercial vehicles. Employers are required to register and conduct queries of all new employees who will be driving commercial vehicles as part of their job. Additionally, employers need to conduct annual queries of all existing employees who drive commercial vehicles for the employer. Employees that hold CDLs or CLPs and drive commercial vehicles as part of their job are required to register individually with the Clearinghouse. If an employer becomes aware of certain drug or alcohol related use or issues related to drug and alcohol testing while driving and/or on the job (see the policy for a complete list), the employer must report those incidents to the Clearinghouse by the close of the third business day.

There are two types of queries available to employers that are registered with the Clearinghouse. Each query requires consent from the employee prior to being conducted. Current CDL and CLP employees shall provide written consent to their employer prior to a limited query being conducted. If the Clearinghouse limited query indicates records exist for an employee, the employer shall obtain electronic consent from the employee via the Clearinghouse to conduct a full query. A full query provides the details of the record(s) that were located in the limited query. Additionally, prospective employees or existing employees who are going to become CDL or CLP holders for the first time with the City, shall have a full query conducted and must provide electronic consent through the Clearinghouse.

The new policy language being added can be found in the attached AP No. 38 under Section J.

FINANCIAL IMPACT:

There is no charge to the City or employees for registering for the Clearinghouse. However, employers will be required to pay \$1.25 per inquiry. It is estimated that the City employs 25 commercial drivers, so the annual cost for running the queries will be approximately \$31.25. These costs will be charged to the appropriate budget from which the employees are allocated. Departments with commercial drivers maintain a budget for random DOT testing and compliance costs. There are sufficient funds to cover this new expense within the department budgets.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The revision of AP No. 38 is not addressed in the vision or action plan; the requested action is also not in conflict with any of the actions or goals contained in that plan.

ALTERNATIVES:

1. Council could direct staff to revise the policy based on additional input. Any revisions not required by law would potentially be subject to meet and confer with represented bargaining units.
2. Council could direct staff to not revise the policy, however this would result in the City remaining out of compliance with the DOT.

ATTACHMENT:

1. Proposed Revision of Administrative Policy No. 38

CITY OF MADERA Administrative Policy	Policy No. 38
	Date Adopted: 4/17/1996
	Date(s) Revised: 10/20/2010, 9/5/2012, 6/17/2020
Subject: Drug and Alcohol Policy Pursuant to the Department of Transportation	

PURPOSE

The purpose of this policy is to comply with the Federal Omnibus Transportation Employee Testing Act of 1991, as amended, and mandated by the Department of Transportation. This policy is intended to meet the requirements as set forth in 49 CFR Part 655, all drug and alcohol testing procedures will comply with 49 CFR Part 40, as amended, and 49 CFR Part 382 Drug and Alcohol Clearinghouse. Additional provisions in this policy, the purpose of which is to comply with California Vehicle Code Section 34500, will be noted where applicable.

This policy does not exempt a City employee from being covered by the City of Madera Administrative Policy #21 (Drug-Free Workplace Policy). The obligations and requirements set forth in this policy are in addition to existing obligations and requirements set forth in Administrative Policy #21.

POLICY

- A. Employees covered by this policy shall refer any questions regarding his/her rights and obligations under this policy to the Human Resources Director. The Human Resources Director is located at City Hall, 205 W. 4th Street, Madera, CA. He/She can be reached by telephone at (559) 661-5401.
- B. Any employee in a covered position is subject to the obligations outlined in this policy requiring him/her to submit to alcohol and/or drug testing. Positions which may be covered by this policy, depending on assigned duties, are:

- Public Works Maintenance Worker I
- Public Works Maintenance Worker II
- Public Works Maintenance Worker III
- Public Works Maintenance Worker IV
- Public Works Maintenance Leadworker
- Maintenance Technician
- Water System Worker I
- Water System Worker II
- Water System Worker III
- Water System Leadworker
- Water System Supervisor
- Water/Sewer Operations Manager
- Mechanic I
- Mechanic II
- Mechanic III
- Equipment Shop Supervisor

Fleet Operations Manager
Streets and Storm Drainage Operations Manager
Streets and Storm Drainage Supervisor
Wastewater Collection System Supervisor

*Additional positions may be covered by this policy if duties being performed fall within the listed criteria.

These positions are considered covered because they meet at least one of the following requirements:

Under the Federal Motor Carrier Safety Administration (FMCSA) AND Under the California Vehicle Code Section 34500 (CVC 34500)

Individuals in these positions may operate a covered commercial motor vehicle, defined as:

1. A vehicle with a gross combination weight of at least 26,001 pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds;
2. A vehicle with a gross vehicle weight of at least 26,001 pounds;
3. A vehicle designated to transport 16 or more persons, including the driver; or
4. A vehicle used to transport those hazardous materials found in the Hazardous Materials Transportation Act.

Individuals in these positions may perform safety sensitive functions, defined as:

Under the FMCSA

1. All time waiting to be dispatched, unless the driver has been relieved from duty by the employer;
2. All time inspecting equipment as required by the Federal Motor Carrier Safety Regulations, or otherwise inspecting, servicing, or conditioning any commercial motor vehicle at any time;
3. All time spent at the driving controls of a commercial motor vehicle;
4. All time, other than driving time, spent on or in a commercial motor vehicle except for time spent resting in the sleeper berth;
5. All time loading or unloading a commercial motor vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded; or
6. All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

Under the Federal Transit Administration (FTA)

1. Operation of a revenue service vehicle;
2. Operation of a non-revenue service vehicle which meets the weight requirements of covered commercial vehicles;
3. Controlling dispatch or movement of a revenue service vehicle or equipment used in revenue service;

4. Maintaining a revenue service vehicle, excluding maintenance contractors working for a city primarily serving an area less than 50,000 in population; or
5. Carrying firearms for security purposes relating to the transit system.

All contractors with the City of Madera which employ safety sensitive employees as defined herein are required to provide a Certificate of Compliance to the Omnibus Transportation Employee Testing Act.

- C. The following conduct is prohibited and may result in discipline, up to and including termination:
1. Reporting for duty or remaining on duty requiring the performance of safety sensitive functions while having an alcohol concentration level of 0.04 or greater;
 2. Performing a safety-sensitive function within four hours of using alcohol;
 3. Being on duty or operating a vehicle previously described as a covered commercial motor vehicle while possessing alcohol or controlled substances;
 4. Reporting for duty or remaining on duty requiring the performance of safety sensitive functions when the employee used any controlled substances, except if the use is pursuant to the documented written instructions of a physician who has advised the employee that the substance does not adversely affect the employee's ability to safely operate a vehicle or perform a safety sensitive function;
 5. Failure to notify employee's supervisor or manager when taking any physician prescribed drugs which the employee knows or reasonably should have known may alter the employee's physical or mental ability, or the employee knows or reasonably should have known may interfere with the safe and effective performance of the employee's duties;
 6. Reporting for duty or remaining on duty requiring the performance of safety sensitive functions if the employee tests positive for controlled substances; or
 7. Refusing to submit to any alcohol or controlled substance test required by this policy. An employee in a covered position who refuses to submit to a required drug/alcohol test will be treated in the same manner as an employee who tested 0.04 or greater on an alcohol test or tested positively on a controlled substance test.

For pre-employment tests, a refusal to submit is defined as the failure to complete the test once the collection process has begun.

For current City employees, a refusal to submit is defined as:

- a. Failing to appear for any test (except for pre-employment) within a reasonable time, as determined by the employer;
- b. Failing to remain at the testing site until the testing process is complete;
- c. Failing to provide a urine specimen for any required drug test;
- d. Failing to permit the observation or monitoring of the specimen collection when required to do so;
- e. Failing to provide a sufficient amount of urine when directed and there is no adequate medical explanation for the failure;

- f. Failing to take a second test when directed to do so by the employer or collector;
 - g. Failing to undergo a medical examination when directed to do so by the MRO or employer;
 - h. Failing to cooperate with any part of the testing process (e.g., refusing to empty pockets when directed by the collector, behaving in a confrontational way that disrupts the collection process, failing to wash hands after being directed to do so by the collector);
 - i. Failing to follow the observer's instructions during an observed collection including instructions to raise your clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if you have any type of prosthetic or other device that could be used to interfere with the collection process;
 - j. Possessing or wearing a prosthetic or other device that could be used to interfere with the collection process; or
 - k. Admitting to the collector or MRO that you adulterated or substituted the specimen.
8. Consuming alcohol or controlled substances during the eight hours immediately following an accident, or until the employee undergoes a post-accident alcohol and/or drug test, whichever occurs first.

D. Drug and alcohol testing will be imposed under the following circumstances:

1. Pre-Employment Drug Testing All applicants for classifications which are covered by this policy as well as all employees who transfer from a classification which is not covered by this policy to one which is covered will be required to submit to a pre-employment/pre-duty drug test prior. Applicants and transferring employees will not be assigned to a safety sensitive position if they do not have a verified negative drug test result. When an employee has not performed a safety sensitive function for 90 consecutive calendar days regardless of the reason, and the employee has not been in the random selection pool during that time, the employee must take a pre-employment drug test with a verified negative result prior to returning to a safety sensitive function.
2. Post-Accident Testing All employees in covered positions, including the driver and any other employee whose performance could have contributed to the accident, will be subject to drug and alcohol testing following an accident. An accident is defined as when one or more of the following occur:

Under the FMCSA

- a. Loss of human life as a result of an occurrence involving the vehicle; or
- b. A law enforcement authority issues a moving violation citation as a result of an occurrence involving the vehicle.

Under the FTA

- a. Loss of human life as a result of an occurrence involving the vehicle;
- b. Bodily injury is inflicted as a result of an occurrence involving the vehicle;
or
- c. A vehicle suffers disabling damage.

A covered employee who is subject to post-accident testing who fails to remain readily available for such testing or not providing proper notification of his or her location if he or she has left the scene of the accident prior to submission to such test, will be considered to have refused to submit to post-accident testing.

Use of alcohol is prohibited by any employee potentially subject to post-accident testing for eight hours following the accident or until the employee undergoes a post-accident test, whichever occurs first.

Post-accident alcohol tests shall be administered as soon as possible, but no more than eight hours after the accident occurred. If the alcohol test is not performed within two hours, the supervisor must document the reason for the delay. If the alcohol test is not performed within eight hours, the supervisor must document the reason the test was not performed.

Post-accident drug tests must be conducted within 32 hours following an accident. If the drug test is not conducted within 32 hours, the supervisor must document the reason for the test not being performed.

3. Random Testing Covered employees will be subject to random drug and/or alcohol testing. Random drug or alcohol test are unannounced and will be administered just prior to, while, or just after the employee is performing a safety sensitive function. At least 25% of covered employees, unless otherwise indicated by the Federal Motor Carrier Safety Administration (FMCSA) Administrator, and no less than 10%, will submit to random alcohol tests each year. Random drug tests will be administered to at least 50% of covered employees each year. Some employees may be tested more than once in a year, while others are not tested at all, depending on the random selection. Covered employees randomly selected for alcohol or drug testing will receive no notice and be required to immediately report to the lab for testing.
4. Reasonable Suspicion Testing Covered employees are also required to submit to an alcohol or drug test when a trained supervisor has reasonable suspicion to believe the employee is under the influence of alcohol or controlled substances based on short-term indicators, such as slurred speech, unsteady walking or movements, physical or verbal altercations, or other similar indicators.

Reasonable suspicion alcohol tests may be administered within eight hours. If the alcohol test is not performed within two hours, the supervisor must document the reason for the delay. If the alcohol test is not performed within eight hours, the supervisor must document the reason the test was not performed.

5. Return to Duty/Follow-Up Testing A covered employee who has violated any of the prohibitions of this policy must submit to a return to duty test before

he/she may be returned to his/her position. The test result must indicate an alcohol concentration of less than 0.02 or a verified negative result on a drug test. In addition, the employee will be subject to follow-up testing which is separate from the random testing obligation. The employee will be subject to at least six unannounced drug/alcohol tests during the first year back to the safety sensitive position following a violation.

6. Pre-Duty Use A covered employee is prohibited from using alcohol within four hours prior to performing safety sensitive functions. While "on-call" a covered employee is also prohibited from consuming alcohol for the specified on-call hours. If an on-call employee has consumed alcohol prior to being called in, they must notify their supervisor at the time called to report to duty and the inability to perform their safety sensitive function. If a covered employee has acknowledged the use of alcohol, but claims the ability to perform their safety sensitive function, the covered employee will be required to take an alcohol test.

Pursuant to California Vehicle Code Section 34501.16, an employee will be placed out of service for 24 hours if the alcohol screening test, regardless of reason for the testing, result is 0.01 or higher.

The City shall pay for all costs of testing required by this policy except for return to duty and follow-up testing, which shall be the responsibility of the employee.

E. Alcohol Testing Procedures

All alcohol testing will be conducted in accordance with 49 CFR Part 40, as amended.

Alcohol testing will be conducted by using an evidential breath testing device (EBT) approved by the National Motor Carrier Safety Administration. Non-EBT devices may be used for initial screening tests. Alcohol breath tests will be done on-site or off-site by a certified contract service provider or Madera Community Hospital who will use a certified Breath Alcohol Technician (BAT). A screening test will be conducted first. Any result less than 0.02 alcohol concentration is considered a negative test; however, California Vehicle Code Section 34501.16 requires that an employee be placed out of service for 24 hours if a screening test result is 0.01 or higher. If the alcohol concentration is 0.02 or greater, a second confirmation test must be conducted using an EBT that prints out the results, date, time, a sequential test number, and the name and serial number of the EBT to ensure reliability of the results.

F. Drug Testing Procedures

All drug testing will be conducted in accordance with 49 CFR Part 40, as amended.

Drug testing will be conducted by analyzing an employee's urine specimen. The specimen will be collected by a certified contract service provider or Madera

Community Hospital and forwarded to a laboratory certified and monitored by the Department of Health and Human Services (DHHS). The employee will provide a split sample urine specimen in a location that affords privacy. The collector will seal and label the specimen and complete a chain of custody document for shipment to the laboratory. Only the primary specimen is opened and used for the urinalysis; the split specimen will remain sealed and properly stored.

Specimen validity testing will be conducted on all urine specimens provided for testing under DOT authority. Specimen validity testing is the evaluation of the specimen to determine if it is consistent with normal human urine. The purpose of validity testing is to determine whether certain adulterants or foreign substances were added to the urine, if the urine was diluted, or if the specimen was substituted.

All drug test results will be reviewed by a Medical Review Officer (MRO) prior to being reported to the City. If the laboratory reports a positive result to the MRO, he/she will contact the employee by telephone and conduct an interview to determine if there is an alternative medical explanation for the drugs found in the employee's urine specimen. If the employee provides appropriate documentation and the MRO determines that it is legitimate medical use of the prohibited drug, the drug test result will be reported as negative to the employer. If the primary specimen tests positive, the employee may make a request to the MRO within 72 hours of notification of the positive test result that the split specimen be sent to another DHHS certified laboratory for analysis. Employees do not have access to a test of their split specimen following an invalid result. The City will pay for the cost of the split sample test.

Following a negative dilute the employee will be required to undergo another test. Should this second test result in a negative dilute result, the test will be considered a negative and no additional testing will be required unless directed to so do by the MRO.

Only the Director of Human Resources or his/her designee will be contacted by the MRO with the test results. The permanent records of test results will be maintained in locked files separate from general personnel files and will be under the control of the Human Resources Director or his/her designee. No person may obtain test results from the MRO without first obtaining a specific written authorization from the employee. Nothing in this paragraph shall prohibit the MRO from releasing the test results to the City, officials of the Secretary of Transportation, any DOT Agency, or any local or state official with regulatory authority over the controlled substances testing program.

G. Observed Collections

Observed collections are required in the following circumstances:

- All return-to-duty tests;
- All follow-up tests;
- Anytime the employee is directed to provide another specimen because the temperature on the original specimen was out of the accepted temperature range of 90°F – 100°F;

- Anytime the employee is directed to provide another specimen because the original specimen appeared to have been tampered with;
- Anytime a collector observes materials brought to the collection site or the employee's conduct clearly indicates an attempt to tamper with a specimen;
- Anytime the employee is directed to provide another specimen because the laboratory reported to the MRO that the original specimen was invalid and the MRO determined that there was not an adequate medical explanation for the result; or
- Anytime the employee is directed to provide another specimen because the MRO determined that the original specimen was positive, adulterated or substituted, but had to be cancelled because the test of the split specimen could not be performed.

H. Alcohol Concentration Greater Than 0.02 and Less Than 0.04

Any employee whose alcohol test yields an alcohol concentration greater than 0.02 but less than 0.04 will be removed from his/her position for at least 24 hours under the FMCSA and at least eight hours under the FTA following the administration of the test.

I. Consequences of Positive Alcohol and/or Drug Tests

A positive result from a drug test or an alcohol concentration greater than or equal to 0.04 may result in disciplinary action, up to and including termination. If a covered employee is not terminated for failing a drug or alcohol test, the employee:

1. Must be immediately removed from performing any safety-sensitive function. Any time off from work necessitated by testing positive for alcohol or controlled substances will be Leave Without Pay and the employee will not be allowed to use sick leave, vacation, compensating time off or any other accrued leave to cover these absences; and
2. Must submit to an examination by a substance abuse professional. Upon a determination by the substance abuse professional (SAP), the employee may be required to undergo treatment for his/her alcohol or drug abuse. The City is not required to pay for the treatment; and
3. Must submit to return to duty testing before being returned to his/her safety sensitive position with an alcohol concentration of less than 0.02 or a verified negative result on a controlled substance test, depending on which test was failed; and
4. Must submit to unannounced follow-up testing a minimum of six (6) times in the first twelve (12) months after the employee returns to duty. This period of follow-up testing may extend to sixty (60) months following the employee's return to work, depending on the recommendation of the SAP.

J. FMCSA Drug and Alcohol Clearinghouse (Clearinghouse)

The City will comply with all Clearinghouse requirements per 49 CFR Part 382.

1. Employee Participation

- i) All employees with commercial driver's licenses (CDLs) and commercial learner's permits (CLPs) that drive commercial vehicles as part of their employment with the City shall register with the Clearinghouse.
2. Employer Participation
 - i) The City shall register as a user/administrator with the Clearinghouse in order to query employee and prospective employee records and will make appropriate notification of reportable events (see #3 below) to the Clearinghouse.
3. Reporting

Pursuant to 49 CFR 382.601(b)(12), by the close of the third business day after the City is informed of any of the following, the City will report an employee's personal information to the Clearinghouse:

 - i) A verified positive, adulterated, or substituted drug test result;
 - ii) An alcohol confirmation test with a concentration of 0.04 or higher;
 - iii) A refusal to submit to any test required by subpart C of this part;
 - iv) An employer's report of actual knowledge, as defined at §382.107:
 - (1) On duty alcohol use pursuant to §382.205;
 - (2) Pre-duty alcohol use pursuant to §382.207;
 - (3) Alcohol use following an accident pursuant to §382.209; and
 - (4) Controlled substance use pursuant to §382.213;
 - v) A substance abuse professional (SAP as defined in §40.3 of this title) report of the successful completion of the return-to-duty process;
 - vi) A negative return-to-duty test; and
 - vii) An employer's report of completion of follow-up testing.
4. Queries
 - i) The City will conduct annual limited queries through the Clearinghouse on all employees with CDLs and CLPs who use such license or permit in the course of their employment for the City. The City will obtain written permission from the employee in order to obtain the information in the Clearinghouse. If a limited query returns records in the Clearinghouse, the City will conduct a full query within 24 hours, in order to obtain the information. The employee shall provide consent through the Clearinghouse for the City to conduct a full query.
 - ii) The City will conduct a full query through the Clearinghouse on all employees who will be obtaining a CDL or CLP for the first time in order to drive commercial vehicles in the course of their job, or who already have a CDL or CLP and a supervisor has determined that the employee is needed to drive a commercial vehicle as part of their job. Additionally, if a prospective employee is being considered for a position where they will be required to drive a commercial vehicle immediately upon hire, a full query through the Clearinghouse will be conducted. The employee or potential employee must provide electronic consent through the Clearinghouse to allow the City to complete a full query.
 - iii) The City shall retain all query results and consent records for three years.
5. Prohibition
 - i) No employer may allow a driver to perform any safety-sensitive function if the results of a Clearinghouse query demonstrate that the driver has a verified positive, adulterated, or substituted controlled substances test result; has an alcohol confirmation test with a concentration of 0.04 or

higher; has refused to submit to a test in violation of §382.211; or that an employer has reported actual knowledge, as defined at §382.107, that the driver used alcohol on duty in violation of §382.205, used alcohol before duty in violation of §382.207, used alcohol following an accident in violation of §382.209, or used a controlled substance in violation of §382.213, except where a query of the Clearinghouse demonstrates:

- (1) That the driver has successfully completed the SAP evaluation, referral, and education/treatment process set forth in part 40, subpart O, of this title; achieves a negative return-to-duty test result; and completes the follow-up testing plan prescribed by the SAP.
- (2) That, if the driver has not completed all follow-up tests as prescribed by the SAP in accordance with §40.307 of this title and specified in the SAP report required by §40.311 of this title, the driver has completed the SAP evaluation, referral, and education/treatment process set forth in part 40, subpart O, of this title and achieves a negative return-to-duty test result, and the employer assumes the responsibility for managing the follow-up testing process associated with the testing violation.

K. Substances That Will Be Tested for and Their Effects

1. Amphetamines are central nervous system stimulants that speed up the mind and body. They are designed to fight fatigue and they may be used to increase alertness if an individual has not gotten sufficient rest. The hangover from amphetamines is characterized by physical fatigue and depression. Some signs and symptoms of amphetamine use are excited and restless behavior, dilated pupils, increased heart rate and blood pressure, heart palpitations and irregular beats, profuse sweating, rapid respiration, confusion, panic, being very talkative, an inability to concentrate, and/or aggressive behavior. Amphetamines may cause the following health effects in users: psychological dependence and increasing tolerance, toxic psychosis resembling schizophrenia, heart attack, stroke, heart or brain damage due to constriction of blood vessels, and/or withdrawal resulting in depression.
2. Cocaine is a powerful stimulant that energizes the entire body. It can cause mood swings; lead to violent reactions to loud noises; cause lapses in attention to what one is doing; lead to paranoia and withdrawal; and decrease overall work performance due to forgetfulness, absenteeism, tardiness, and missed assignments. Some signs and symptoms of cocaine use include increased physical activity and fatigue, withdrawal from friends and normal activities, a defensive attitude, anxiety, agitation, a runny or irritated nose, difficulty concentrating, dilated pupils and visual impairment, restlessness, hallucinations, insomnia, profuse sweating, and dry mouth. Cocaine use may cause damage to nerve cells, damage to heart and blood vessels, and/or death.
3. Marijuana is primarily used for its tranquilizing and mood altering effects. It is stored in fat cells and released slowly over an extended period of time. Marijuana is frequently used with other substances, which increases the depressant effect. Some signs and symptoms of use include reddened eyes,

slowed speech, chronic fatigue, lack of motivation, and a cough or irritated throat. Marijuana may cause the following health effects: lung irritation, suppressed immune system, birth defects, and/or mental impairment.

4. Opiates are painkillers and include such drugs as heroin, morphine, opium, and codeine. They can cause nausea, vomiting, dizziness, and mental confusion for the user. Some signs and symptoms of use include mood changes, impaired mental function and alertness, constricted pupils, depression, impaired coordination, fatigue and drowsiness, and impaired respiration. Opiate users are at a higher risk for contracting HIV or Hepatitis because the drugs are commonly injected and serious injury is common because opiates suppress the sensation of pain.
5. Phencyclidine (PCP) acts as a depressant, a hallucinogen, and sometimes as a stimulant. Some signs and symptoms of use included impaired coordination, severe confusion, mood shifts, muscle rigidity, jerky eye movements, dilated pupils, profuse sweating, rapid heartbeat, and dizziness. Health effects of PCP may include irreversible memory loss, personality changes, thought disorders, delusions, and paranoia.
6. Alcohol is commonly used as a depressant. Some signs and symptoms of alcohol use included reduced mental processes, lack of coordination, odor of alcohol on breath or clothing, constricted pupils, sleepiness, slowed reaction time, and slurred speech. Health effects of alcohol may include decreased sexual function, dependency, liver disease, kidney disease, pancreatitis, ulcers, and birth defects.

These substances are prohibited at all times.

- L. Supervisors and Managers will be actively involved in the enforcement of this policy and in the detection of substance abusers. To that end, they will be trained to recognize substance abuse and to comply with the mandates of this Policy. Supervisors and Managers shall notify all affected employees of this Policy and shall be held responsible for consistent adherence to enforcement of this Policy.
- M. The City participates in the Central San Joaquin Valley Risk Management Authority Employee Assistance Program (EAP) to help employees who need assistance with alcohol and drug abuse. Please contact the Human Resources Director for information on the current EAP program provider.

**Alcohol and Drug Testing Policy
Pursuant to the Department of Transportation**

I certify that I have received a copy of, read, and understand the City of Madera's policy for alcohol and drug testing pursuant to the Department of Transportation regulations. I understand that I am being hired or transferred into a position that is considered covered by this policy, and am therefore subject to all aspects of this policy.

Employee Name (Print)

Employee Signature

Date

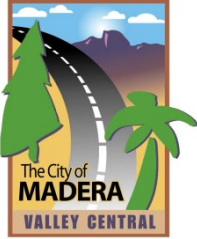
General Consent for Limited Queries of the Federal Motor Carrier Safety Administration (FMCSA) Drug and Alcohol Clearinghouse

I, _____, hereby provide consent to the City of Madera to conduct a limited query of the FMCSA Commercial Driver’s License Drug and Alcohol Clearinghouse (Clearinghouse) to determine whether drug or alcohol violation information about me exists in the Clearinghouse. By providing my signature on this form, I consent to limited queries for the duration of my employment with the City of Madera. I understand that if the limited query conducted by the City of Madera indicates that drug or alcohol violation information about me exists in the Clearinghouse, FMCSA will not disclose that information to the City of Madera without first obtaining additional specific consent from me. I further understand that if I refuse to provide consent for the City of Madera to conduct a limited query of the Clearinghouse, the City of Madera must prohibit me from performing safety-sensitive functions, including driving a commercial motor vehicle, as required by FMCSA’s drug and alcohol program regulations. Any refusal may be grounds for discipline, up to and including termination.

Employee Name

Employee Signature

Date



REPORT TO CITY COUNCIL

Approved by:

Mark Souders

Mark Souders, Information Services Manager

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: June 17, 2020

Agenda Number: B-5

SUBJECT:

License Agreement with The County of Fresno to Reinstate an Expiring Agreement for Rack Space in the Police Annex Radio Equipment Room

RECOMMENDATION:

Adopt a Resolution Approving a Retroactive License Agreement with The County of Fresno to Reinstate an Expiring Agreement for \$160 per month for Rack Space in the Police Annex Radio Equipment Room.

SUMMARY:

The County of Madera (County) has a significant equipment investment in the Police Annex Radio equipment room and on the Police Tower. The County enlists the assistance of the County of Fresno to assist with the management of that equipment. This resolution would reinstate the expiring agreement and allow the County of Fresno to continue to assist the County of Madera.

DISCUSSION:

The County has rented a significant amount of space in the Police Annex Radio equipment room and on the Police Tower. The County enlists the help of the County of Fresno for management assistance of that equipment. The City assumed the expiring agreement with County of Fresno with the purchase of the Police Annex property. The current agreement is for \$100 per month for the rental of rack space. The County of Fresno is using 7 inches of rack space in the equipment room currently and would like to put a new agreement in place. Each 1.75 inches of rack space is technically referred to as a "U". The minimum typical industry standard monthly rate for a "U" of rack space is \$40, and the County of Fresno is using 4 "U" for a total of \$160 per month.

The recommended action is to approve the 5-year Agreement with the County of Fresno for \$160 per month.

It is noted that the existing agreement runs through June 30, 2020. The Agreement is titled "Retroactive License Agreement" as a precaution of timeliness in case both parties cannot ratify the agreement before

June 30, 2020. The proposed agreement would be for five years; however, it may extend automatically unless the County of Fresno notifies the City with written notice that it will be terminating the agreement 180 days prior to the expiration of the agreement. The contract automatically extends for 2, 5-year periods for an additional 10 years for a total of 15 years. In no events shall the term of the agreement extend beyond June 30, 2035.

FINANCIAL IMPACT:

Approving the Agreement with County of Fresno would provide the City of Madera with \$1,920.00 per year in revenue with a 3 percent escalator.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The recommended actions are not relevant to the Vision Madera 2025 strategies.

ALTERNATIVES:

The Council has the authority to approve or reject this Agreement with County of Fresno. Not approving this amendment could result in the loss of both the County of Fresno and the County of Madera as a rental customer.

ATTACHMENTS:

- Resolution
- Retroactive License Agreement

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF MADERA, ADOPTING A RESOLUTION APPROVING A RETROACTIVE LICENSE AGREEMENT WITH THE COUNTY OF FRESNO TO REINSTATE AN EXPIRING LEASE AGREEMENT FOR RACK SPACE IN THE POLICE ANNEX RADIO EQUIPEMENT ROOM AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY.

WHEREAS, the City of Madera and the County of Fresno have an existing lease in place that expires June 30, 2020.

WHEREAS, the City of Madera and The County of Fresno have negotiated a compensation rate to the City that is desirable for both parties.

WHEREAS, the County of Fresno has prepared the 5-year Retroactive License Agreement.

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

1. The recitals listed above are true and correct.
2. The Retroactive License agreement with the County of Fresno, a copy of which is on file in the office of the City Clerk and referred to for particulars, is hereby approved.
3. The Mayor is authorized to execute the Retroactive License agreement on behalf of the City of Madera.
4. This resolution is effective immediately upon adoption.

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RETROACTIVE LICENSE AGREEMENT

THIS RETROACTIVE LICENSE AGREEMENT (“License”) is made this _____ day of _____, 2020 by and between CITY OF MADERA, 205 w. 4th Street, Madera, CA 93637 (“LICENSOR”) and the COUNTY OF FRESNO, a political subdivision of the State of California, with its principal office at 333 W. Pontiac Way, Clovis, CA 93612 (“LICENSEE”). LICENSOR and LICENSEE are at times collectively referred to herein as “Parties” or individually as a “Party.”

W I T N E S S E T H:

WHEREAS, LICENSOR owns certain improvements, including a communications “Tower” and an adjacent “Building” located at 325 South D Street, Madera, CA 93638, commonly referred to as the Madera Radio Dispatch site, (the “Premises”), as described on Exhibit “A”, attached hereto and incorporated herein by reference;

WHEREAS, LICENSOR wishes to grant a non-exclusive license to LICENSEE for the purpose of permitting LICENSEE to install, operate and maintain certain equipment on the Premises, and LICENSEE wishes to obtain such a license from LICENSOR.

WHEREAS, LICENSEE presently has certain approved equipment installed on the Premises (“Approved Equipment”), and the Parties now desire to recharacterize their relationship with respect to LICENSEE’s use of the Premises as that of Licensor/Licensee, to be subject to the terms of this License, and to supersede and replace any previous arrangement between the parties.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter contained, such parties, and each of them, do agree as follows:

- 1. GRANT OF LICENSE/USE - LICENSOR grants to LICENSEE a non-exclusive license to install, operate, and maintain LICENSEE’s Approved Equipment on the Premises, in designated locations, as specified by LICENSOR and agreed to by LICENSEE.

LICENSOR agrees that any Approved Equipment installed by LICENSEE in or on the Premises by LICENSEE shall continue to be the property of LICENSEE, and may be removed

1 at any time by LICENSEE. LICENSEE shall pay for and repair any damage to the Premises
2 caused by such removal, less reasonable wear and tear.

3 2. TERM AND TERMINATION

4 A. Initial Term/Renewal Terms – The initial term of this License shall be
5 five (5) years, beginning July 1, 2020 (“Commencement Date”) through June 30, 2025 (“Initial
6 Term”). At the expiration of the Initial Term, this License shall be renewable for two (2) five (5)
7 year periods, the first period beginning on July 1, 2025 and ending on June 30, 2030, and the
8 second period beginning on July 1, 2030 and ending on June 30, 2035 (each a “Renewal
9 Term”). Such renewals shall take place automatically, unless LICENSEE provides LICENSOR
10 with written notice to terminate this License at least one hundred eighty (180) days prior to the
11 expiration of the then-current License term. In case of any termination of this License by
12 LICENSEE, the County Administrative Officer and the Director of Internal Services/Chief
13 Information Officer, or one of their designees, is authorized to provide such written notice to
14 terminate this License. In no event shall the term of this License extend beyond June 30,
15 2035.

16 B. Non-Funding Termination – This License is contingent on the
17 approval of funds to be used by LICENSEE for the purposes described in this License by
18 LICENSEE’s appropriating governmental agency. Notwithstanding anything herein to the
19 contrary, should funds not be appropriated to LICENSEE for the purpose of enabling
20 LICENSEE to continue to meet its obligations under this License, then this License may
21 thereafter be terminated by LICENSEE without penalty, by LICENSEE’s Director of Internal
22 Services/Chief Information Officer, or his designee, by giving thirty (30) days prior written
23 notice to LICENSOR.

24 3. LICENSE FEE – LICENSEE shall pay to LICENSOR without offset, demand, or
25 prior notice, a license fee for its use of the Premises (the “License Fee”) on or before the 1st of
26 each month, according to the schedule set forth on Exhibit “B”, which is attached and
27 incorporated by this reference. Exhibit “B” may be modified from time to time by the written
28 approval of both parties. As to the LICENSEE, its Director of Internal Services/Chief Information

1 Officer, or designee, shall have the authority to deliver such written notice. In no event shall the
2 total license fees payable under this License exceed \$50,000 over the entire potential fifteen
3 (15) year term of this License.

4 LICENSEE shall remit payment to 204 W. 4th Street, Madera, CA 93637, or at the
5 request of the LICENSOR, through direct deposit via Automated Clearing House (ACH), to an
6 account specified by LICENSOR.

7 4. UTILITIES - LICENSOR shall pay all utility costs.

8 5. ONGOING ACCESS TO THE PREMISES - Throughout the term, including any
9 Renewal Term or Holdover Period of this License, LICENSEE shall have the non-exclusive
10 right of access to the Premises twenty-four (24) hours a day, seven (7) days per week. In
11 exercising its right of access to the Premises, LICENSEE agrees to cooperate with any
12 reasonable security procedures utilized by LICENSOR, and further agrees not to unreasonably
13 disturb or interfere with the business or other activities of LICENSOR or any other licensees,
14 tenants or occupants of the Premises.

15 6. MAINTENANCE OF LICENSED PREMISES - LICENSEE shall have no
16 responsibility for maintenance of the Premises, but shall not commit, suffer or permit any
17 waste or nuisance on said Premises.

18 7. MODIFICATION - Any matters of this License may be modified from time to
19 time by the written consent of all the parties without, in any way, affecting the remainder.

20 8. ENFORCEMENT OF LICENSE AGREEMENT - If either party defaults in any of
21 the covenants or agreements contained in this License, and the parties have made good faith
22 efforts to resolve, the non-defaulting party may, at its option, with 30 day written notice to other
23 party, suspend or terminate this License in whole or in part.

24 9. COMPLIANCE WITH LAWS / AUTHORITY TO OPERATE

25 LICENSOR shall be responsible for compliance with any marking and lighting
26 requirements of the Federal Communications Commission ("FCC") and the Federal Aviation
27 Administration ("FAA"), as applicable to the Tower and Building.

28 LICENSOR AND LICENSEE shall operate their equipment at the Premises in a

1 manner that will not cause harmful interference with the use or enjoyment of the Tower or the
2 Building by LICENSOR and any other tenants or licensees who are operating in compliance
3 with all applicable laws, in and/or on the Tower and Building as of the date of this License.

4 All operations of LICENSEE, LICENSOR, and other tenants and licensees shall be
5 lawful and in compliance with all laws, statutes, and regulations for which their authority to
6 operate radio equipment or operate a radio tower is dependent, including but not limited to
7 those of the FCC and the FAA.

8 10. GOVERNING LAW - Venue for any action arising out of or relating to this
9 License shall only be in Fresno County, California. The rights and obligations of the parties,
10 and all interpretation and performance of this License shall be governed in all respects by the
11 laws of the State of California.

12 11. NON-ASSIGNMENT – Neither party shall assign or transfer its rights or
13 obligations under this License, or sub-license said Premises or any portion thereof, without the
14 prior written consent of the other party.

15 12. NOTICES - Any and all notices between either LICENSOR and LICENSEE
16 under the terms of this License or by law shall be in writing and shall be deemed to be duly
17 given if served when personally delivered or deposited into the United States mail, with
18 postage prepaid, registered and addressed to the respective addresses stated as follows:

19 **LICENSEE:**

LICENSOR:

20 County of Fresno (LA-036)
21 Director of Internal Services/
22 Chief Information Officer
333 W. Pontiac Way
Clovis, CA 93612

City of Madera
Information Services Manager
205 West 4th Street
Madera, CA 93637

23 13. HOLD HARMLESS: LICENSOR agrees to indemnify, save, hold harmless, and at
24 LICENSEE'S request, defend the LICENSEE, its officers, agents, and employees from any and
25 all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to
26 LICENSEE in connection with the performance, or failure to perform, by LICENSOR, its officers,
27 agents, or employees under this License, and from any and all costs and expenses, damages,
28 liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may

1 be injured or damaged by the performance, or failure to perform, of LICENSOR, its officers,
2 agents, or employees under this License.

3 To the extent of the services provided in this License, LICENSEE agrees to indemnify,
4 save, hold harmless, and at LICENSOR'S request, defend the LICENSOR, its officers, agents,
5 and employees from any and all costs and expenses, damages, liabilities, claims, and losses
6 occurring or resulting to LICENSOR in connection with the performance, or failure to perform, by
7 LICENSEE, its officers, agents, or employees under this License, and from any and all costs and
8 expenses, damages, liabilities, claims, and losses occurring or resulting to any person, firm, or
9 corporation who may be injured or damaged by the performance, or failure to perform, of
10 LICENSEE, its officers, agents, or employees under this License.

11 14. INSURANCE

12 A. LICENSOR shall maintain during the term of this License the following policies
13 of insurance, which coverages may be provided in whole or in part through one or more
14 programs of self-insurance:

- 15 1) Commercial General Liability insurance with limits of not less than Two
16 Million Dollars (\$2,000,000) per occurrence and an annual aggregate
17 limit of not less than Four Million Dollars (\$4,000,000). This policy shall
18 be issued on an occurrence basis annually renewing, following form,
19 and be primary to all other collectible insurance; and
- 20 2) Fire insurance and extended coverage. LICENSOR shall add
21 LICENSEE as an additional loss payee.
- 22 3) Worker's Compensation - A policy of Worker's Compensation
23 insurance as may be required by the California Labor Code.

24 Within thirty (30) days of the execution of this License, LICENSOR shall provide
25 LICENSEE with certificates of insurance with proper endorsements naming LICENSEE as the
26 additional insured. The policy is to be written by an admitted insurer licensed to do business in
27 California and with an A.M. Best rating of A FSC VII or better. Excess or Umbrella coverage
28 may be insured by non-admitted insurers but still be A.M. Best FSC VII or better.

1 B. LICENSEE shall maintain during the term of this License the following policies
 2 of insurance, which coverages may be provided in whole or in part through one or more
 3 programs of self-insurance:

- 4 1) Commercial General liability insurance with limits of not less than Two
 5 Million Dollars (\$2,000,000) per occurrence and an annual aggregate
 6 of not less than Four Million Dollars (\$4,000,000). This policy shall be
 7 issued on an occurrence basis.
- 8 2) All-Risk property insurance covering the personal property of
 9 LICENSEE in the amount of the full replacement cost thereof.
- 10 3) Workers' Compensation in amounts required by the California labor
 11 code.

12 Upon execution of this License, LICENSEE shall provide LICENSOR with certificates
 13 of insurance with proper endorsements naming LICENSOR as the additional insured with
 14 respect to each policy, other than the workers' compensation insurance policy, and provide a
 15 waiver of subrogation against the LICENSOR in connection with any claim or damage covered
 16 by such policies. Each policy is to be written by an admitted insurer licensed to do business in
 17 California and with an A.M. Best rating of A FSC VII or better. Excess or Umbrella coverage
 18 may be insured by non-admitted insurers but still be A.M. Best FSC VII or better.

19 15. COUNTERPARTS - This License may be executed in one or more counterparts
 20 (which may be facsimile or .pdf e-mail counterparts followed by originals), each of which will
 21 be deemed an original and all, taken together, will constitute one and the same instrument.

22 16. ENTIRETY - This License constitutes the entire agreement concerning
 23 LICENSOR'S grant of a license to LICENSEE. The parties hereby each bind themselves, their
 24 respective successors and assigns with respect to all terms and conditions of this License.

25 17. DISCLOSURE OF SELF-DEALING TRANSACTIONS - This provision is only
 26 applicable if LICENSOR is operating as a corporation (a for-profit or non-profit corporation) or
 27 if during the term of this License, LICENSOR changes its status to operate as a corporation.

28 Members of LICENSOR's Board of Directors shall disclose any self-dealing

1 transactions that they are a party to while LICENSOR is providing goods or performing
2 services under this License. A self-dealing transaction shall mean a transaction to which
3 LICENSOR is a party and in which one or more of its directors has a material financial interest.
4 Members of the Board of Directors shall disclose any self-dealing transactions that they are a
5 party to by completing and signing a Self-Dealing Transaction Disclosure Form Exhibit "C",
6 attached hereto and by this reference incorporated herein, and submitting it to the County of
7 Fresno prior to commencing with the self-dealing transaction or immediately thereafter.

8 18. INDEPENDENT CONTRACTOR - In performance of the work, duties and
9 obligations assumed by LICENSOR under this License, it is mutually understood and agreed
10 that LICENSOR, including any and all of the LICENSOR's officers, agents, and employees will
11 at all times be acting and performing as an independent contractor, and shall act in an
12 independent capacity and not as an officer, agent, servant, employee, joint venturer, partner,
13 or associate of the LICENSEE. Furthermore, LICENSEE shall have no right to control or
14 supervise or direct the manner or method by which LICENSOR shall perform its work and
15 function. However, LICENSEE shall retain the right to administer this License so as to verify
16 that LICENSOR is performing its obligations in accordance with the terms and conditions
17 thereof.

18 LICENSOR and LICENSEE shall comply with all applicable provisions of law and the
19 rules and regulations, if any, of governmental authorities having jurisdiction over matters the
20 subject thereof.

21 Because of its status as an independent contractor, LICENSOR shall have absolutely
22 no right to employment rights and benefits available to LICENSEE's employees. LICENSOR
23 shall be solely liable and responsible for providing to, or on behalf of, its employees all legally
24 required employee benefits. In addition, LICENSOR shall be solely responsible and save
25 LICENSEE harmless from all matters relating to payment of LICENSOR's employees,
26 including compliance with Social Security withholding and all other regulations governing such
27 matters. It is acknowledged that during the term of this License, LICENSOR may be providing
28 services to others unrelated to the LICENSEE or to this License.

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IN WITNESS WHEREOF, the Parties hereto have executed this License as of the day
and year first hereinabove written.

LICENSOR:
CITY OF MADERA

LICENSEE:
COUNTY OF FRESNO

Andrew J. Medellin, Mayor

205 W. 4th Street
Madera, CA 93637

Ernest Buddy Mendes, Chairman of the Board of
Supervisors of the County of Fresno

ATTEST:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By: _____
Deputy

FOR ACCOUNTING USE ONLY:

ORG: 8905
Account: 7340
Fund: 1020
Subclass: 10000

EXHIBIT "A"

Premises

City of Madera – Madera Radio Dispatch site



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EXHIBIT "B"

License Fee Schedule

Date	\$ per "U" (1.75" of rack space)	# of "U" occupied by County	Rent Per Month
July 1, 2020	\$ 40.00	4.00	\$ 160.00
July 1, 2021	\$ 41.20	4.00	\$ 164.80
July 1, 2022	\$ 42.44	4.00	\$ 169.76
July 1, 2023	\$ 43.71	4.00	\$ 174.84
July 1, 2024	\$ 45.02	4.00	\$ 180.08
July 1, 2025	\$ 46.37	4.00	\$ 185.48
July 1, 2026	\$ 47.76	4.00	\$ 191.04
July 1, 2027	\$ 49.19	4.00	\$ 196.76
July 1, 2028	\$ 50.67	4.00	\$ 202.68
July 1, 2029	\$ 52.19	4.00	\$ 208.76
July 1, 2030	\$ 53.76	4.00	\$ 215.04
July 1, 2031	\$ 55.37	4.00	\$ 221.48
July 1, 2032	\$ 57.03	4.00	\$ 228.12
July 1, 2033	\$ 58.74	4.00	\$ 234.96
July 1, 2034	\$ 60.50	4.00	\$ 242.00

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EXHIBIT "C"

SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest"

The definition above will be utilized for purposes of completing this disclosure form.

INSTRUCTIONS

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

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(1) Company Board Member Information:

Name:		Date:	
Job Title:			

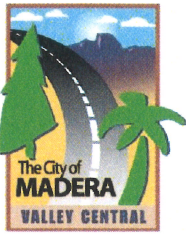
(2) Company/Agency Name and Address:

(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):

(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):

(5) Authorized Signature

Signature:		Date:	
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REPORT TO CITY COUNCIL

Approved by:

David Church

Interim Planning Manager

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: June 17, 2020

Agenda Number: C-1

SUBJECT:

Continued Public Hearing regarding General Plan Amendment and Related Rezoning of property for Reconfiguration of Development Regarding Pecan Square Project and Council Consideration of the Planning Commission's Approval of Tentative Parcel Map 2019-03 and Tentative Subdivision Map 2019-03 and Approval of Same with Updated Conditions.

RECOMMENDATION:

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

1. Adopt a Resolution Ratifying Planning Commission's Approval of Tentative Parcel Map 2019-03 and Tentative Subdivision Map 2019-03 and Approval of Same with Updated Conditions.
2. Adopt a Resolution Amending the General Plan Land Use Map for Property (Approximately 76 Acres) Located Southwest of the Intersection of West Pecan Avenue and Madera Avenue, Amending the Low, Medium, and High Density Residential and the Commercial General Plan Land Use Designations and Adopting a Mitigated Negative Declaration (APN: 012-480-005); and
3. Waive full reading and introduce an Ordinance Rezoning Property (Approximately 76 Acres) Located Southwest of the Intersection of Pecan Avenue and Madera Avenue to Adjust the Boundaries of the PD-6000, PD-3000 and PD-1500 (Planned Development) Zone Districts and the CN (Commercial Neighborhood) Zone District and Deleting the PF (Public Facility) Zone District.

SUMMARY:

The project proponent is requesting an amendment of the General Plan and rezoning of the subject 76-acre property located southwest of the intersection of Pecan Avenue and Madera Avenue as part of a project including a Tentative Parcel Map and Tentative Subdivision Map. The

plan amendment would change the configuration of planned land uses comprised of the LD (Low Density), MD (Medium Density), HD (High Density) and Commercial land use designations. Concurrently the ordinance changes the boundaries of corresponding PD 6000, PD 3000, PD 1500 and CN (Commercial Neighborhood) zones and removes PF (Public Facility) zone. Positive action on the requested general plan amendment and rezoning would enable the development of a 112-lot single family residential subdivision as provided by the tentative parcel map TPM 2019-03 and tentative subdivision map TSM 2019-03. A resolution approving the General Plan amendment (Attachment 4), and an ordinance implementing the rezone (Attachment 5) as well as a resolution (Attachment 6) ratifying the approval of the tentative subdivision map and parcel map with updated conditions have been prepared for Council consistent with the Planning Commission's actions at its May 12, 2020 meeting.

DISCUSSION:

The project proponents include the property owner, Robert Atamian, and the developer of the residential subdivision, D. R. Horton CA 3 Inc. The plan amendment, rezoning and parcel map are appropriate to facilitate a more functional and compatible arrangement of the several residential uses together with the commercial area. The tentative subdivision map provides the first phase of development within the LD planned area consists of a 22-acre 112-lot single family residential subdivision including a community park space. Precise plans as approved by the Planning Commission will provide design parameters for the design and architectural features of the residential components. The remaining approximately 54 acres will be suitably planned and zoned to accommodate a wide range of housing types together with commercial development to serve the surrounding neighborhoods. Precise plans will provide development and design standards as the phased developed of the residential areas occur.

The Planning Commission at its May 12, 2020 meeting recommended approval of the Mitigated Negative Declaration for the subject development applications together with approval of the plan amendment and rezoning. The Planning Commission also approved the tentative parcel map and tentative subdivision map. However, certain mandated conditions were not included that require clarification by the Council, namely conformity with the General Plan and Zoning Ordinance, and as a result staff and the applicant have worked to bring this matter before the Council to address this issue and ensure compliance with state law.

General Plan Amendment and Rezone

The plan amendment adjusts the configuration of the areas planned for HD (High Density), MD (Medium Density), and LD (Low Density) residential and the C (Commercial) uses to facilitate more efficient and compatible phased development of the subject site. The implementing PD-1500, PD-3000, PD-6000 and CN (Commercial Zoning) are correspondingly adjusted by the proposed rezoning. Additionally, the rezoning will remove a PF (Public Facility) zoning for a portion of the site which is no longer intended to accommodate a public facility use and was not acknowledged by the General Plan when most recently updated for the subject site.

A western most portion of the site, approximately 22-acres within the PD-6000 zone, is proposed to accommodate development of 112 single-family residential lots with an average lot area of 6,000 square foot. The proposed development at an approximate density of 5.28 units per acres

is consistent with the LD (Low Density) General Plan designation allowing for development ranging between 2.1 and 7 units per acre. The proposed zoning and further provides consistency with Policy LU-7 and LU-19 of the General Plan. In addition to these dwelling units, the related plan amendment and rezoning provides for a reconfiguration of planned land uses and implementing zoning on the remainder of the site which will facilitate more efficient site utilization and designs with increased residential density while accommodating site amenities.

Tentative Parcel Map and Tentative Subdivision Map

The tentative parcel map provides for the separation of the 22-acre western portion of the site which is proposed for immediate development. The eastern portion of the site is anticipated to develop in phases over the next several years. The tentative subdivision map will establish the 112 residential lots proposed for immediate development together with a parcel to accommodate public park space. The tentative maps are consistent with applicable provisions of the Vision Madera 2025 General Plan to provide for a “well-planned city” as further reviewed below.

The tentative parcel map and subdivision map have been included for the Council’s consideration together with the amendment and rezoning to allow for the additional mandated conditions of approval, as well as a comprehensive perspective of the implementation of the development of the subject property. The tentative maps are essential components of the project entitlements together with the plan amendment and rezone allowing for proposed development. The mitigated negative declaration prepared for the project addresses the subject plan amendment, rezone and tentative map applications and identifies appropriate mitigation measures to be implemented as the property develops. These mitigation measures have been incorporated into the tentative parcel and subdivisions maps and provide for appropriately phased construction of public facilities and infrastructure including sewer collection, water supply and fire suppression, public street improvements for adequate vehicle and pedestrian access including public safety response, and storm water drainage and mitigation of potential flooding in response to the site’s partial location within an identified 100-year flood zone.

CEQA

The mitigated negative declaration addresses the subject plan amendment, rezone, tentative parcel map, tentative subdivision map and precise plan. The Planning Commission considered the above applications and the proposed conditions of approval providing adequate mitigation of potentially adverse environmental affects related to vehicular and pedestrian access, public water supply for both domestic and fire suppression purposes, and wastewater collection capacity. The Planning Commission determined that specific acknowledgment be made that the southeastern corner of the subdivision site was within the flood inundation zone AD and that the design of finish grading plans and storm drainage improvements provide sufficient elevation and storm drainage removal to comply with applicable standards. Conditions of approval address public facility infrastructure improvements, including water supply, wastewater disposal, traffic circulation and stormwater collection and remediation measures.

FISCAL IMPACT:

The applicant submitted \$19,302 in Planning Department entitlement fees to offset the costs associated with processing this rezone request, the General Plan amendment, precise plan, and supporting environmental determination. Additional fees will be required from the Engineering and Building Departments in conjunction with final approval of civil improvement plans and building plan check and permitting. With development of the approved apartment complex, the developer will pay development impact fees toward supporting City infrastructure and services. Conditions of approval for the precise plan require annexation into a City's landscape maintenance district and the City's Community Facilities District 2005-01, supporting the provision of police, fire, parks, and storm drainage services in the City.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The proposed plan amendment and rezoning further accomplish the goals and objectives of the Vision Madera 2025 Plan. The first of four Plan vision statements provides that "A Well-Planned City," promotes and encourages development of housing. Approval of this project is specifically consistent with the aforementioned vision statement and Strategy 131, which envisions "well-planned neighborhoods throughout Madera that promote connectivity and inclusiveness with a mix of densities." The proposed development responds favorably to General Plan Policy H-3.7 that residential project design "reflect and consider natural features, circulation, access, and the relationship of the project to surrounding uses"; and Policy H-3.8 provides that "quality design and appearance of all new development so that they add value to the community's built environment and reduce potential for community objection".

ALTERNATIVES:

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

1. Denial of the request for General Plan amendment and rezone. Should the requests be denied, the project site would remain within the current General Plan and zoning. The approved precise plan would require amendment so as to comply with the current zoning. Revised environmental documentation might be necessary per the California Environmental Quality Act.
2. Continuing the item with direction to staff to provide additional information so as to allow the Council time to digest that information in advance of a decision.
3. Provide staff with other alternative directives.

ATTACHMENTS:

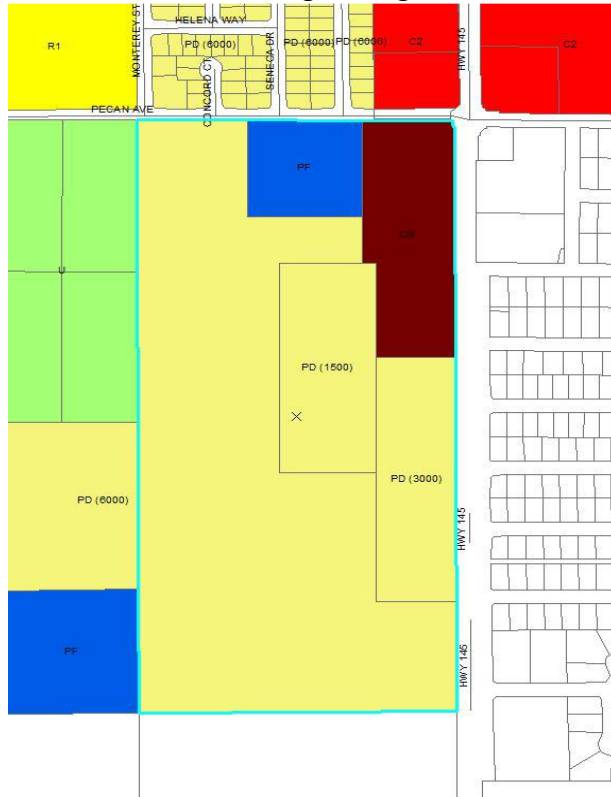
1. Aerial Imagery
2. Existing and Proposed Zoning
3. Present and Proposed Planned Land Use
4. Tentative Parcel Map (reduced)
5. Tentative Subdivision Map (reduced)
6. Planning Commission Resolution No. 1850
 - Exhibit A - General Plan Map
 - Exhibit B - Rezone Map
7. General Plan Amendment Resolution
 - Exhibit A – Current Land Use Designation
 - Exhibit B – Amended (New) Land Use Designation
 - Exhibit C – Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program
8. Rezone Ordinance
 - Exhibit A – New Zone District Map
9. TSM 2019-03 and TPM 2019-03 Resolution
 - Attachment A – Conditions of The Tentative Subdivision Map and Tentative Parcel Map

Attachment 1: Aerial Imagery

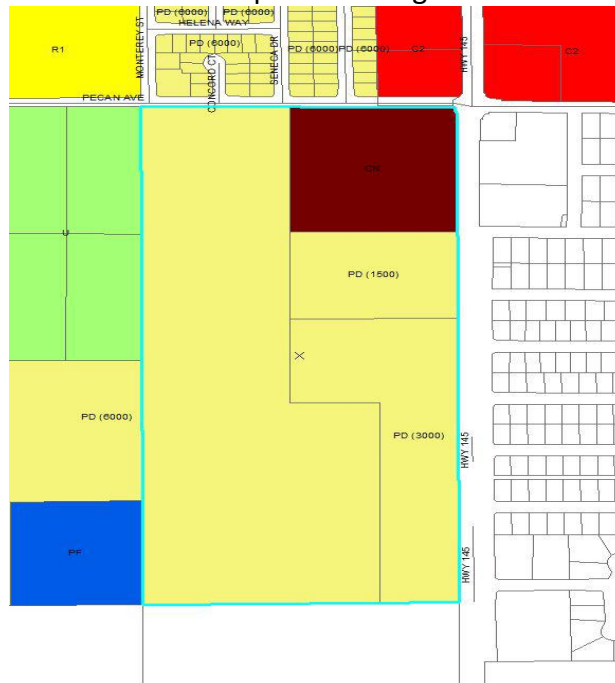


Attachment 2: Existing and Proposed Zoning

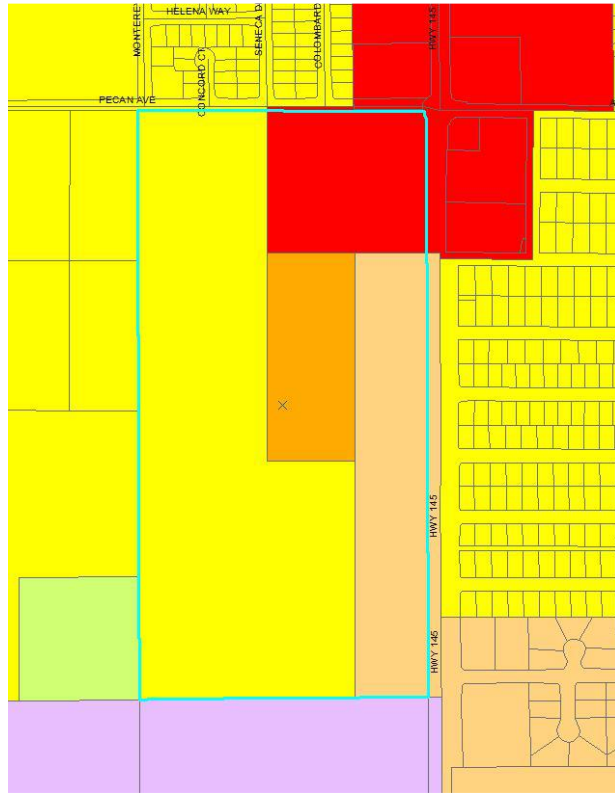
Existing Zoning



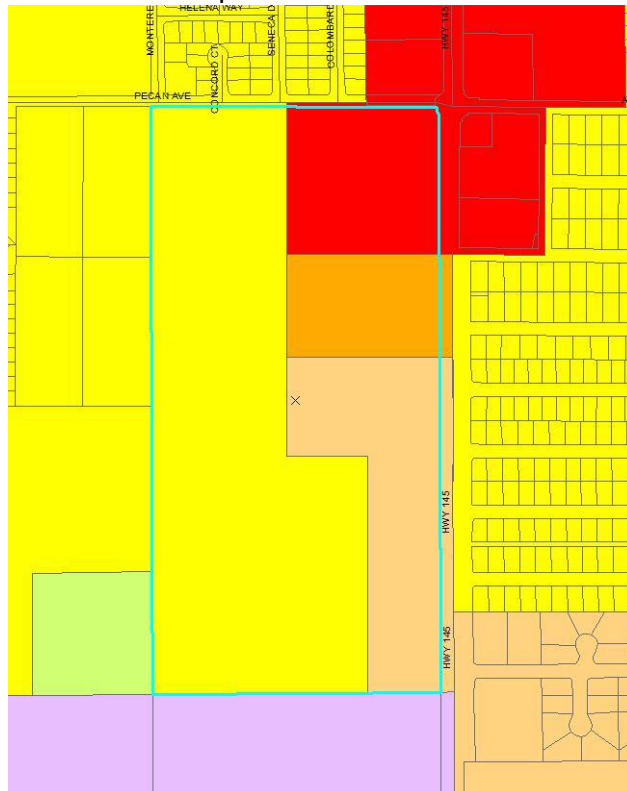
Proposed Zoning



Attachment 3: Present and Proposed Planned Land Use Current General Plan



Proposed General Plan



Attachment 6: Planning Commission Resolution No. 1850

RESOLUTION NO. 1850

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MADERA RECOMMENDING TO THE CITY COUNCIL OF THE CITY OF MADERA APPROVAL OF AN AMENDMENT OF THE GENERAL PLAN CHANGING THE LAND USE DESIGNATION OF PORTIONS OF AN APPROXIMATELY 78.9 ACRE SITE TO MODIFY BOUNDARIES OF LOW DENSITY, MEDIUM DENSITY, HIGH DENSITY RESIDENTIAL AND COMMERCIAL DESIGNATIONS AND THE REZONING OF THE PROPERTY TO MODIFY BOUNDARIES OF PD-6000, PD-3000, PD-1500 (PLANNED DEVELOPMENT) AND C (COMMERCIAL) ZONING AND REMOVE PF (PUBLIC FACILITY) ZONING

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

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

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

WHEREAS, D.R. Horton CA3, Inc., as the proposed subdivision developer, and the property owner, Robert Atamian, have filed an application initiating an amendment to the Madera General Plan to amend the boundaries of land use plan designations within an approximately 76.25 acre area located southwest of the intersection of West Pecan Avenue and Madera Avenue to modify the boundaries of the subject property's LD (Low Density Residential), MD (Medium Density Residential), HD (High Density Residential), and C (Commercial) land uses as shown in the attached Exhibit A; and

WHEREAS, D.R. Horton CA3, Inc., as the proposed subdivision developer, and the property owner, Robert Atamian, have filed an application initiating a Rezoning of the property to modify the boundaries of the PD-6000, PD-3000, PD-1500 (Planned Development) and the C (Commercial) Zone Districts to conform with the proposed planned land use boundaries, as shown in the attached Exhibit B; and

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

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

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

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

WHEREAS, the Planning Commission has completed its review of the Staff Report and documents submitted for the proposed project, evaluated the information contained in the negative declaration, and considered testimony received as a part of the public hearing process.

WHEREAS, based upon the testimony and information presented at the hearing, including the initial study and negative declaration and all evidence in the whole record pertaining to this

matter, the Commission found that the negative declaration has been prepared pursuant to the California Environmental Quality Act, that there is no substantial evidence that the project will have a significant effect on the environment, and that the document reflects the independent judgment of the City of Madera, and was adopted in accordance with the California Environmental Quality Act.

NOW THEREFORE BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF MADERA AS FOLLOWS:

1. The above recitals are true and correct.
2. The Planning Commission hereby recommends that the Madera General Plan land use map be amended as specified in attached Exhibit "A".
3. The proposed amendment to the Land Use Map is hereby found consistent with all elements of the Madera General Plan.
4. The proposed rezoning is hereby found to be consistent with all elements of the General Plan, including the land use map as amended by this application.
5. The Planning Commission hereby recommends the City Council adopt an ordinance rezoning property as specified within the attached Exhibit "B".
6. This resolution is effective immediately.

* * * * *

Passed and adopted by the Planning Commission of the City of Madera this 12th day of May 2020, by the following vote:

AYES: Commissioners; Israel Cortes, Robert Gran Jr., Richard Broadhead, Ramon Lopez, Alex Salazar

NOES: None

ABSTENTIONS: None

ABSENT: Commissioners; Pam Tyler, Ryan Cerioni,



Israel Cortes
Planning Commission Chairperson

Attest:



Darrell Unruh
Interim Planning Manager

Exhibit A

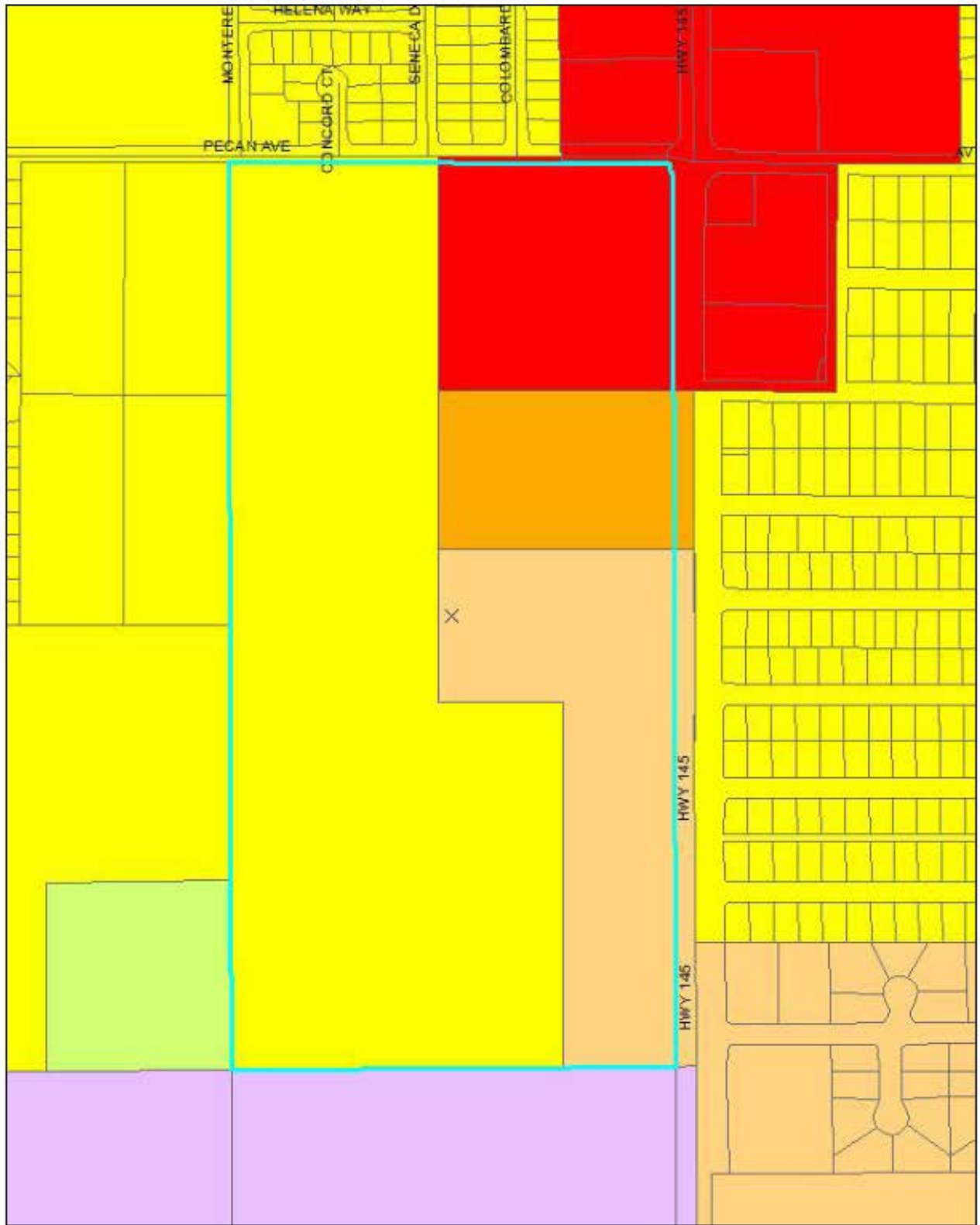
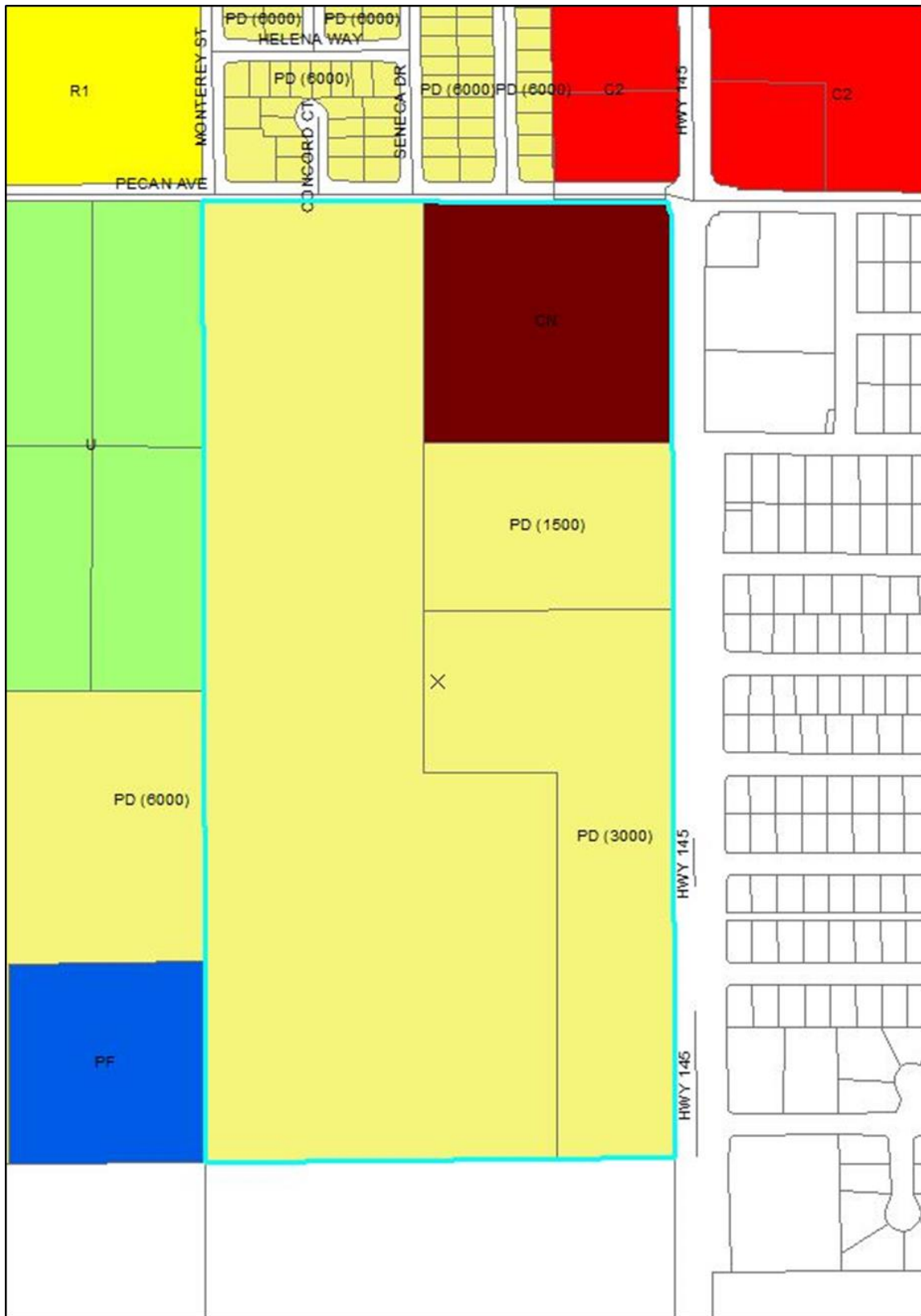


Exhibit B



Attachment 7: City Council General Plan Amendment Resolution

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING AN AMENDMENT OF THE GENERAL PLAN CHANGING THE LAND USE DESIGNATION OF APPROXIMATELY 76.25 ACRES LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST PECAN AVENUE AND MADERA AVENUE TO MODIFY THE LAND USE DESIGNATIONS OF LOW DENSITY, MEDIUM DENSITY, HIGH DENSITY RESIDENTIAL AND COMMERCIAL LAND USE DESIGNATIONS (APN: 012-480-005) AND ADOPTING A MITIGATED NEGATIVE DECLARATION

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

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

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

WHEREAS, the property owner has initiated an amendment to the Madera General Plan amending the land use designation for approximately 76.25 acres of property located on the southwest corner of the intersection of West Pecan Avenue and Madera Avenue modifying the LD (Low Density), MD (Medium Density), HD (High Density) and C (Commercial) land use designations as shown in the attached Exhibit A; and

WHEREAS, the property owner has initiated a Rezone of the property to establish PD-6000, PD-3000, PD-1500 (Planned Development) and CN (Commercial Neighborhood) Zone Districts and remove the existing PF (Public Facilities) Zone District, to be consistent with the proposed planned uses, as shown in the attached Exhibit B; and

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

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

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

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

WHEREAS, the Planning Commission of the City of Madera held a public hearing on May 12, 2020, and adopted a resolution recommending to the City Council approval of the General Plan amendment and rezoning; and

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

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

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

FOLLOWS:

1. The above recitals are true and correct.
2. The City Council finds an environmental assessment initial study was prepared for this project in accordance with the requirements of the California Environmental Quality Act (CEQA) Guidelines. This process included the distribution of requests for comment from other responsible or affected agencies and interested organizations. Preparation of the environmental assessment necessitated a thorough review of the proposed project and relevant environmental issues. Based on this review and assessment, the City Council finds there is no substantial evidence in the record, that with all applicable mitigation measures applied to the project and with the mitigated monitoring and reporting program, this project may have a significant direct, indirect or cumulative effect on the environment, and that a Mitigated Negative Declaration is appropriate for this project. The City Council further finds the Initial Study and Mitigated Negative Declaration were timely and properly published and notices as required by CEQA, and no comments were received by the City within the required comment period. Therefore, the City Council adopts the Mitigated Negative Declaration for this project, and the mitigation monitoring and reporting program (MMRP), attached hereto as Exhibit "C".
3. Based on the testimony and information presented at the hearing, and all of the evidence in the whole of the record pertaining to this matter, the City Council hereby finds that the City of Madera General Plan Land Use Map be amended as specified and described in Exhibit "A" which is attached to this resolution and incorporated by reference.
4. Based on the testimony and information presented at the hearing, and all of the evidence in the whole of the record pertaining to this matter, the City Council hereby finds that

the proposed amendment to the City of Madera General Plan Land Use Map is hereby found consistent with all elements of the Madera General Plan and its goals, policies, objectives.

5. This resolution is effective upon adoption.

* * * * *

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

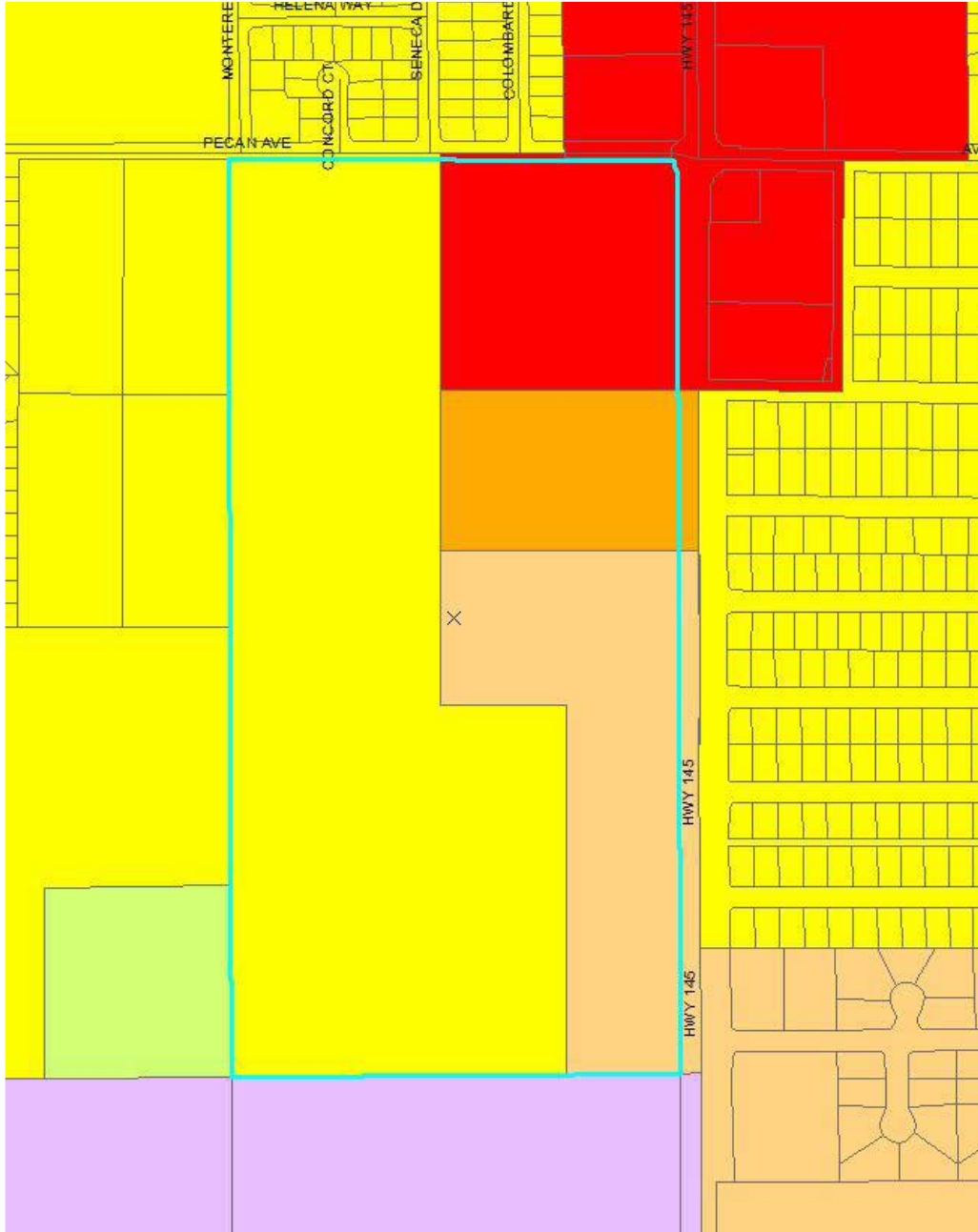


EXHIBIT 'B' – Amended (New) Land Use Designation(s)

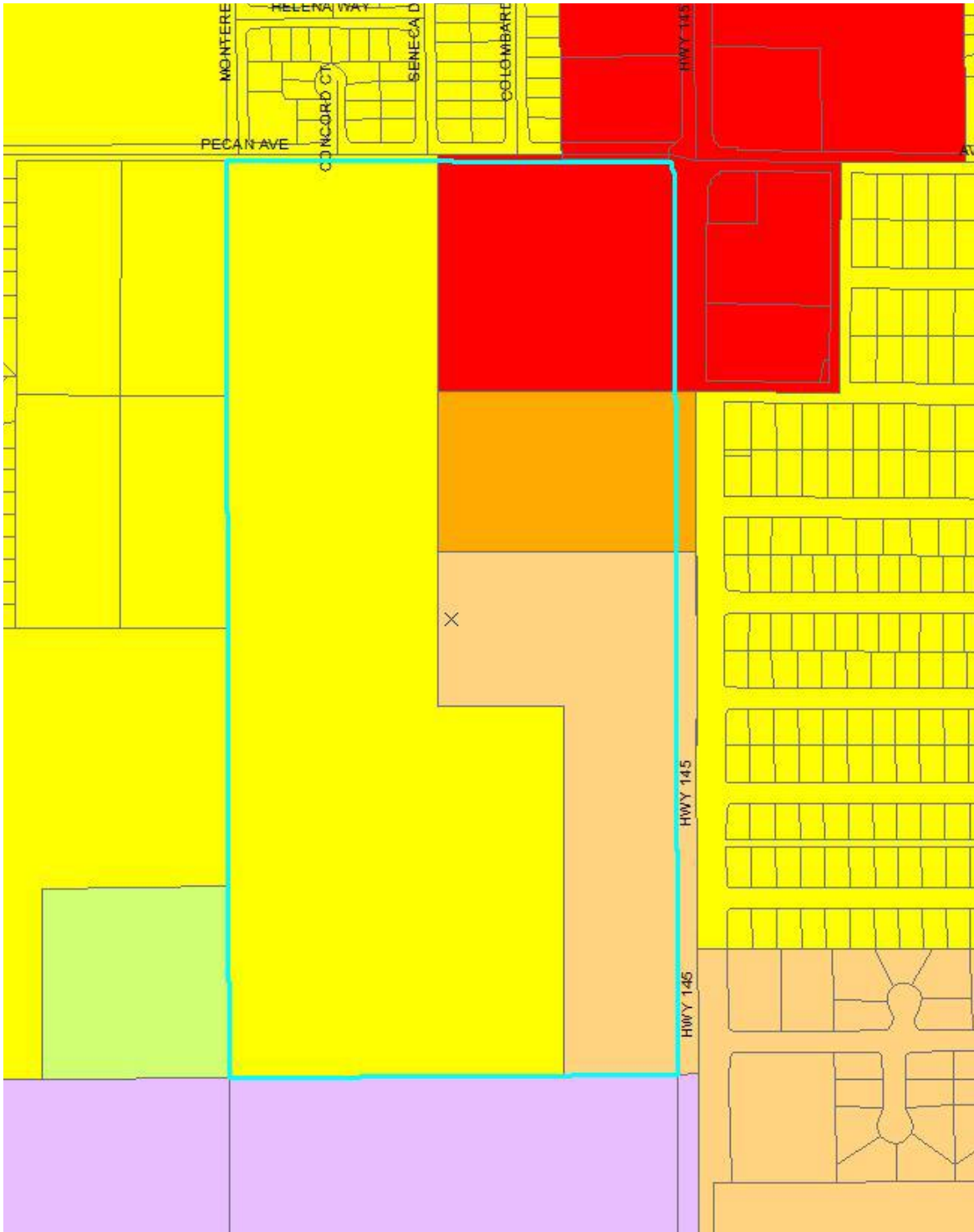


Exhibit 'C'
Mitigated Negative Declaration and
Mitigation and Monitoring Reporting Program

CITY OF MADERA
INITIAL STUDY / ENVIRONMENTAL CHECKLIST

I. Background and Project Description

1. **Application No.:**
General Plan Amendment 2019-03, Rezone 2019-06, Tentative Subdivision Map 2019-03, Tentative Parcel Map 2019-03, Precise Plan 2020-04
2. **Project Title:**
Pecan Square
3. **Lead Agency Name and Address:**
City of Madera, 205 W. 4th St., Madera, CA 93637
4. **Contact Person and Phone Number:**
Darrell Unruh – (559) 661-5433
5. **Project Location:**
Southwest of the intersection of West Pecan Avenue and Madera Avenue (SR 145).
6. **Project Applicant's/Sponsor's Name and Address:**
D. R. Horton – 419 Murray Avenue, Visalia, CA 93291
7. **General Plan Designation (Existing):**
LD (Low Density Residential), MD (Medium Density Residential), HD (High Density), C (Commercial).
8. **General Plan Designation (Proposed)**
Adjusted configuration of the LD, MD, HD, and C planned land use designations to facilitate design parameters.
9. **Zoning (Existing):**
PD-6000, PS-3000, PD-1500 (Planned Development: 6000, 3000, 1500 square feet site area per dwelling unit); PF (Public Facility); CN (Commercial Neighborhood); PF (Public Facility)
10. **Zoning (Proposed):**
Adjust configuration of the PD and CN zones and eliminate the PF zone.
11. **Project Background:**
The applications propose a plan amendment, rezoning, tentative subdivision map, parcel map, and precise plan to provide of a 112-lot single family residential subdivision and areas for future development residential and commercial development within a 79-acre site. The subdivision map and precise plan provide for lot sizes ranging between 4,250 and 13,778 square feet in area to accommodate single family residences of 1515 to 2814

square feet in area, one and two stories, two or three garage parking spaces, and three to five bedrooms. Development includes a public street circulation network providing primary access to West Pecan Avenue to the north and secondary access to the east to Madera Avenue (SR 145). A landscaped buffer will be provided along Pecan Avenue and a common area open space feature of 25,000 square feet or more in the southeast portion of the project site. The remainder of the site will be zoned but no development plans have been filed.

12. **Agencies Whose Approval or Review Is Required:**

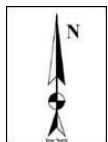
Madera Irrigation District, Madera Unified School District and San Joaquin Valley Air Pollution Control District.

13. **Have California Native American tribes traditionally and culturally affiliated with the project area requested consultation pursuant to Public Resources Code section 21080.3.1? If so, is there a plan for consultation that includes, for example, the determination of significance of impacts to tribal cultural resources, procedures regarding confidentiality, etc.?**

The proposed project site has not been identified as a potential culturally sensitive site with the Madera General Plan EIR nor previous site-specific environmental reviews. California Native American tribes traditionally and culturally affiliated with the project area did not request consultation pursuant to Public Resources Code Section 21080.3.1.

II. ENVIRONMENTAL SETTING

The project site is vacant and has been planned and zoned for a range of residential densities as well as a future neighborhood commercial center on a vacant agricultural property located southwest of the intersection of West Pecan Avenue and Madera Avenue (SR 145). The project site encompasses a total of approximately 79 acres with approximately 22 acres now proposed for single family residential development. Primary access to the development will be provided from West Pecan Avenue with secondary access to Madera Avenue (SR 145). Existing urban residential and commercial development is located immediately to the north and east, with rural residents to the west and vacant agricultural land to the south. The City limits extend along West Pecan Avenue while the urban development to the east is unincorporated.



III. Environmental Checklist

	Aesthetics		Agricultural and Forest Resources		Air Quality
	Biological Resources		Cultural Resources		Energy
	Geology / Soils		Greenhouse Gas Emissions		Hazards and Hazardous Materials
	Hydrology / Water Quality		Land Use / Planning		Mineral Resources
	Noise		Population / Housing	✓	Public Services
	Recreation	✓	Transportation		Tribal Cultural Resources
✓	Utilities/Service Systems		Wildfire		Mandatory Findings of Significance

IV. DETERMINATION

On the basis of this initial evaluation:

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

Signature: 

Date: March 24, 2020 amended May 13, 2020

ENVIRONMENTAL IMPACTS Issues (and Supporting Information Sources):	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
1. AESTHETICS. Except as provided in Public Resources Code Section 21099, would the project:				
a) Have a substantial adverse effect on a scenic vista?				✓
b) Substantially damage scenic resources, including but not limited to trees, rock outcroppings, and historic buildings within a state scenic highway?				✓
c) Substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?				✓
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?			✓	
<p>Discussion The project would not affect a scenic vista or have an overall adverse visual impact on the immediate area. The project would not affect a scenic highway and would not have an overall adverse visual impact on any scenic resources. The project would result in some sources of light and the anticipated residential development will add additional sources of light. The project would conform with and incorporate General Plan policies and requirements. No additional analysis is required.</p> <p>Less than Significant Impacts d) There will be an increase in light and glare and other aesthetic impacts associated with the development as a result of the project, although it will be a less than significant impact upon implementation of City standards. The overall impact of additional light and glare will be minimal.</p> <p>No Impacts a. The project will not result in the obstruction of federal, state or locally classified scenic areas, historic properties, community landmarks or formally classified scenic resources, such as a scenic highway, national or state scenic area, or scenic vista. b) The project will not substantially damage scenic resources, including but not limited to trees, rock outcroppings, and historic buildings within a state scenic highway. c) The project will not substantially degrade the existing visual character or quality of the site and its surroundings. The project does not also conflict with applicable zoning and other regulations governing scenic quality.</p>				

ENVIRONMENTAL IMPACTS Issues (and Supporting Information Sources):	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
<p>2. AGRICULTURE AND FOREST RESOURCES. In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state’s inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement Methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the project:</p>				
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?			✓	
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?				✓
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?				✓
d) Result in the loss of forest land or conversion of forest land to non-forest use?				✓
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use?				✓
<p>Discussion The project site is located on land identified as “Vacant or Disturbed Land” on the 2016 California Farmland Mapping and Monitoring Program map.</p> <p>No Impacts</p> <p>a) The project would not convert prime farmland, unique farmland, or farmland of statewide importance (as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency) to non-agricultural use. The project site is identified as “Urban and Built-Up Land” on the 2016 California Farmland Mapping and Monitoring Program map, which includes open field areas that do not qualify for an agricultural</p>				

ENVIRONMENTAL IMPACTS Issues (and Supporting Information Sources):	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
<p>category. The project site has been identified for residential uses within the City of Madera General Plan, and the land is not currently being utilized for agricultural purposes.</p> <p>b) The project would not conflict with existing zoning for agricultural use and there are no Williamson Act contracts affecting the subject property.</p> <p>c) The project would not conflict with existing zoning for, or cause rezoning of, forest land, timberland, or timberland zoned Timberland Production because the project property is not defined as forest land (as defined by Public Resources Code Section 12220(g)), timberland (as defined by Public Resources Code Section 4526) or timberland zoned Timberland Production (as defined by Government Code Section 51104(g)).</p> <p>d) The project would not result in the loss of forest land or conversion of forest land to a non-forest use because the parcel is not defined as forest land (as defined by Public Resources Code Section 12220(g)).</p> <p>e) The project, which will develop an eight-unit apartment complex, will not involve other changes in the existing environment, due to the project property's location or nature, that would result in the conversion of Farmland to a non-agricultural use or conversion of forest land to non-forest use.</p>				
<p>3. AIR QUALITY. Where available, the significance criteria established by the applicable air quality management district or air pollution control district may be relied upon to make the following determinations. Would the project:</p>				
a) Conflict with or obstruct implementation of the applicable air quality plan?			✓	
b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?			✓	
c) Expose sensitive receptors to substantial pollutant concentrations?			✓	
d) Result in other emissions (such as those leading to odors adversely affecting a substantial number of people?			✓	
<p>Discussion</p> <p>The project site is located within the San Joaquin Valley Air Basin (SJVAB). Air quality conditions in the SJVAB are regulated by the San Joaquin Valley Air Pollution Control District (SJVAPCD). The region is classified as a State and Federal non-attainment area for PM10 (airborne particulate matter with an aerodynamic diameter of less than 10 microns), and ozone (O3).</p> <p>Air quality is determined by the type and amount of contaminants emitted into the atmosphere, the size and topography of the SJVAB, and its meteorological conditions. National and state air quality</p>				

ENVIRONMENTAL IMPACTS Issues (and Supporting Information Sources):	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
<p>standards specify the upper limits of concentrations and duration in the ambient air for O3, CO, nitrogen dioxide (NO2), PM10, sulfur dioxide (SO2) and lead (Pb). These are “criteria pollutants.” The SJVAPCD also conducts monitoring for two other state standards: sulfate and visibility.</p>				
<p>The State of California has designated the project site as being a severe non-attainment area for 1-hour O3, a non-attainment area for PM10, and an attainment area for CO. The EPA has designated the project area as being an extreme non-attainment area for 1-hour O3, a serious non-attainment area for 8-hour O3, a serious non-attainment area for PM10, and a moderate maintenance for CO.</p>				
<p>The project would not conflict with or obstruct the implementation of applicable Regional Air Quality Control Plans.</p>				
<p>Similarly, the project will be evaluated to determine required compliance with District Rule 9510, which is intended to mitigate a project’s impact on air quality through project design elements or by payment of applicable off-site mitigation fees. Any applicant subject to District Rule 9510 is required to submit and Air Impact Assessment (AIA) application to the District no later than applying for final discretionary approval, and to pay any applicable off-site mitigation fees before issuance of the first building permit. Demonstration of compliance with District Rule 9510, including payment of all applicable fees before issuance of the first building permit would be made a condition of project approval.</p>				
<p>Short-term construction impacts on air quality, principally from dust generation, will be mitigated through watering. The project would not create substantial air emissions or deterioration of ambient air quality, and the development will be subject to SJVAPCD review. Construction equipment will produce a small amount of air emissions from internal combustion engines and dust. The project will not violate any air quality standard or substantially contribute to an existing or projected air quality violation. The project will not result in a considerable net increase in non-attainment pollutants in this area. The project will not expose sensitive receptors to any significant amount of pollutants. The project will not create any objectionable odors.</p>				
<p>The proposed General Plan amendment and rezoning for the project site, and the development of the project site will not create impacts beyond those analyzed and addressed through the General Plan Update and the accompanying environmental impact report. All phases of site development will conform with and incorporate General Plan policies and requirements. All phases of development will similarly conform with and implement regional air quality requirements. No additional analysis is required. Any unique features or project impacts which are identified as specific projects are proposed within the project site will be evaluated and addressed on a project-by-project basis.</p>				
<p><u>Less than Significant Impacts</u></p>				
<p>a) According to the San Joaquin Valley Air Pollution Control District (SJVAPCD), the project is subject to some District Rules. The project will not conflict with or obstruct implementation of the applicable air quality plan.</p>				
<p>b) According to the SJVAPCD, the project would have a less than significant impact on air quality when compared to the significance thresholds of the following annual criteria pollutant</p>				

ENVIRONMENTAL IMPACTS Issues (and Supporting Information Sources):	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
<p>emissions: 100 tons per year of carbon monoxide (CO), 10 tons per year of oxides in nitrogen (NOx), 10 tons per year of reactive organic gases (ROG), 27 tons per year of oxides of sulfur (SOx), 15 tons per year of particulate matter of 10 microns or less in size (PM10), or 15 tons per year of particulate matter of 2.5 microns or less in size (PM2.5).</p> <p>c) The project would not expose sensitive receptors to substantial pollutant concentrations.</p> <p>d) The development of the project would not result in other emissions, such as those leading to odors adversely affecting a substantial number of people.</p>				
4. BIOLOGICAL RESOURCES. Would the project:				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?				✓
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?				✓
c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?				✓
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?				✓
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?				✓
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?				✓

ENVIRONMENTAL IMPACTS Issues (and Supporting Information Sources):	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
<p><u>Discussion</u></p> <p>With the preparation of the City of Madera General Plan, no threatened or endangered species were identified in the project area. There is no record of special-status species in the project area. Development of the project area is consistent with the urbanization of the Madera area, as evaluated in the General Plan and its EIR; therefore, impacts in this category are not anticipated to exceed the impacts addressed in those documents.</p> <p>The project site is void of any natural features, such as seasonal drainages, riparian or wetland habitat, rock outcroppings, or other native habitat or associated species. Development of the site would not conflict with any local policies or ordinances protecting biological resources, or conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan.</p> <p><u>No Impacts</u></p> <p>a) The project would not have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service.</p> <p>b) The project would not have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service.</p> <p>c) The project would not have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means.</p> <p>d) The project would not interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors or impede the use of native wildlife nursery sites.</p> <p>e) The project would not conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance.</p> <p>f) The project does not conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan.</p>				
5. CULTURAL RESOURCES. Would the project:				
a) Cause a substantial adverse change in the significance of a historical resource pursuant to in Section 15064.5?				✓
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?				✓

ENVIRONMENTAL IMPACTS Issues (and Supporting Information Sources):	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
c) Disturb any human remains, including those interred outside of formal cemeteries?				✓
<p>Discussion</p> <p>The project does not have the potential to cause a physical change that would affect unique historic, ethnic, or cultural values. The project would not disturb any archaeological resources. The project would not disturb any unique paleontological or geologic resources. The project would not disturb any human remains. In the event any archaeological resources are discovered during project construction, all activities shall cease and the Community Development Department shall be notified so that the procedures required by State law may be applied.</p> <p>No Impacts</p> <p>a) The project would not cause a substantial adverse change in the significance of a historical resource pursuant to Section 15064.5 because there are no known historical resources located in the affected territory.</p> <p>b) The project would not cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5 because there are no known archaeological resources located in the affected territory.</p> <p>c) The project would not disturb any human remains, including those interred outside of formal cemeteries, because there are no known human remains located in the affected territory. When development occurs in the future and if any remains are discovered, the requirements of CEQA that regulate archaeological and historical resources (Public Resources Code Section 21083.2 and 21084.1), and all local, state, and federal regulations affecting archaeological and historical resources would be complied with.</p>				
6. ENERGY. Would the project:				
a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?			✓	
b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?				✓
<p>Less than Significant Impacts</p> <p>a) The project could utilize inefficient or unnecessary consumption of energy resources during project construction or operation, but because the project will be built to comply with Building Energy Efficiency of the California Building Code (Title 24), the project will not result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources during project construction or operation.</p> <p>No Impacts</p> <p>b) State and local authorities regulate energy use and consumption. These regulations at the state level intended to reduce energy use and greenhouse gas (GHG) emissions. These include, among others, Assembly Bill (AB) 1493 – Light-Duty Vehicle Standards, California Code of</p>				

ENVIRONMENTAL IMPACTS Issues (and Supporting Information Sources):	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
Regulations Title 24, Part 6 – Energy Efficiency Standards, California Code of Regulations Title 24, Part 11 – California Green Building Standards. The project would not conflict with or obstruct a state or local plan for renewable energy or energy efficiency.				
7. GEOLOGY AND SOILS. Would the project:				
a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving: i. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.				✓
ii. Strong seismic ground shaking?				✓
iii. Seismic-related ground failure, including liquefaction?				✓
iv. Landslides?				✓
b) Result in substantial soil erosion or the loss of topsoil?				✓
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?				✓
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?				✓
e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?				✓
f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?				✓
<p>Discussion</p> <p>There are no known faults on the project site or in the immediate area. The project site is subject to relatively low seismic hazards compared to many other parts of California. Potential ground shaking produced by earthquakes generated on regional faults lying outside the immediate vicinity in the project area may occur. Due to the distance of the known faults in the region, no significant ground</p>				

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<p>shaking is anticipated on this site. Seismic hazards on the built environment are addressed in The Uniform Building Code that is utilized by the City of Madera Building Division to monitor safe construction within the City limits.</p>				
<p><u>No Impacts</u></p>				
<p>a)</p>				
<p>i. The project would not directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury or death involving the rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault. No known faults with evidence of historic activity cut through the valley soils in the project vicinity. The major active faults and fault zones occur at some distance to the east, west and south of the project site. Due to the geology of the project area and its distance from active faults, the potential for loss of life, property damage, ground settlement, or liquefaction to occur in the project vicinity is considered minimal.</p>				
<p>ii. The project would not directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury or death involving strong seismic ground shaking. Ground shaking generally decreases with distance and increases with the depth of unconsolidated alluvial deposits. The most likely source of potential ground shaking is attributed to the San Andreas, Owens Valley, and the White Wolf faults. Based on this premise and taking into account the distance to the causative faults, the potential for ground motion in the vicinity of the project site is such that a minimal risk can be assigned.</p>				
<p>iii. The project would not directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury or death involving seismic-related ground failure, including liquefaction. Liquefaction describes a phenomenon in which a saturated soil loses strength during an earthquake as a result of induced shearing strains. Lateral and vertical movement of the soil mass combined with loss of bearing usually results. Loose sand, high groundwater conditions (where the water table is less than 30 feet below the surface), higher intensity earthquakes, and particularly long duration of ground shaking are the requisite conditions for liquefaction.</p>				
<p>iv. The project would not directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury or death involving landslides.</p>				
<p>b) The project would not result in substantial soil erosion or the loss of topsoil. Construction of urban uses would create changes in absorption rates, drainage patterns, and the rate and amount of surface runoff on the selected project site. Standard construction practices that comply with the City of Madera ordinances and regulations, the California Building Code, and professional engineering designs approved by the Madera Engineering Department will mitigate any potential impacts from future urban development, if any.</p>				

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<p>c) The project would not be located on a geologic unit or soil that is unstable as a result of the project, and not potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse.</p> <p>d) The project would not be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), not creating substantial direct or indirect risks to life or property.</p> <p>e) The project would not have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater. The City of Madera would provide necessary sewer and water systems upon project approval.</p> <p>f) The project would not directly or indirectly destroy a unique paleontological resource or site or unique geologic feature.</p>				
8. GREENHOUSE GAS EMISSIONS. Would the project:				
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?			✓	
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?			✓	
<p>Discussion</p> <p>Climate change is a public health and environmental concern around the world. Globally, temperature, precipitation, sea level, ocean currents, wind patterns, and storm activity are all affected by the presence of greenhouse gas (GHG) emissions in the atmosphere. Human activity contributes to emissions of six primary GHG gases: carbon dioxide, methane, nitrous oxide, hydrofluorocarbons, perfluorocarbons and sulfur hexafluoride. Human-caused emissions of GHGs are linked to climate change.</p> <p>In 2006, the California State Legislature adopted AB32, the California Global Warming Solutions Act of 2006, which aims to reduce GHG emissions in California. GHGs, as defined by AB 32, includes carbon dioxide, methane, nitrous oxide, hydrofluorocarbons, perfluorocarbons, and sulfur hexafluoride. AB 32 requires the California Air Resources Board (ARB), the State agency which regulates statewide air quality, to adopt rules and regulations that would achieve GHG emissions equivalent to 1990 statewide levels by 2020.</p> <p>As part of the 2011 City of Madera General Plan update, the Conservation Element includes several goals, policies and programs in the Air Quality, GHG Emissions and Climate Change sections which address and promote practices that meet or exceed all state and federal standards and meet or exceed all current and future state-mandated targets for reducing GHG emissions. The City also requires applicants for all public and private development integrate appropriate methods that reduce GHG</p>				

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emissions consistent with the Energy and Green Building sections of the Conservation Element, General Plan Policy CON-40 through 46.				
Less than Significant Impacts				
a) The project would not, by itself, generate significant GHG emissions or contribute to global warming because the new development that is proposed will be required to adhere to local, regional and state regulations.				
b) The project would not conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of GHGs.				
9. HAZARDS AND HAZARDOUS MATERIALS. Would the project:				
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?				✓
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?				✓
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within ¼ miles of an existing or proposed school?				✓
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?				✓
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?				✓
f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?				✓

ENVIRONMENTAL IMPACTS Issues (and Supporting Information Sources):	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?				✓

Discussion

The project will not create hazards or expose people or property to hazardous conditions. The anticipated development will be consistent with the General Plan and will be delineated with the accompanying precise plan.

No impacts

- a) The project would not create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials.
- b) The project would not create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment.
- c) The project would not emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within ¼ miles of an existing or proposed school.
- d) The project would not be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, it would not create a significant hazard to the public or the environment.
- e) The project site is not located within an airport land use plan and would result in a safety hazard or excessive noise for people residing or working in the project area.
- f) The project would not impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan.
- g) The project would not expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildfires.

10. HYDROLOGY AND WATER QUALITY. Would the project:

a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?				✓
b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?				✓

ENVIRONMENTAL IMPACTS Issues (and Supporting Information Sources):	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would: i. Result in substantial erosion or siltation on- or off-site;		✓		
ii. Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site;				✓
iii. Create or contribute runoff water which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff; or				✓
d) In flood hazard, tsunami or seiche zones, risk release of pollutants due to project inundation?		✓		
e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?				✓

Discussion

The project would not violate any water quality standards or waste discharge requirements. There will not be a significant reduction in the amount of groundwater otherwise available for public water supplies as a result of this project. Services will be provided in accordance with the City's Master Plans. The project would not change any drainage patterns or stream courses, or the source or direction of any water movement. During construction, the project site may be exposed to increased soil erosion from wind and water. Dust control would be used during construction. With completion of the project, the project would not bring about erosion, significant changes in topography or unstable soil conditions.

Mitigation measures are required to assure people or property are not exposed to water-related hazards. Construction practices, compliance with City ordinances and regulations, The Uniform Building Code, and adherence to professional engineering design approved by the Madera Engineering Department are required to mitigate any potential impacts from this project. Development will be required to comply with all City ordinances and standard practices to assure no displacement of storm water must be accommodated by an approved storm water drainage system. The project would not create any impacts on water quality.

FIRM Panel 1170E identifies the southeast portion of site located within Zone AO and subject flooding in a 100-year flood event without implementation of adequate drainage mitigation. The project is required to prepare plans and construct site grading, including elevated building pads and stormwater drainage collection and storage to assure compliance with FEMA and flood insurance program requirements. The project would not expose people or structures to a significant risk because of dam

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or levee failure. The project would not expose people or structures to a significant risk because of a seiche, mudflow, or tsunami.				
No Impacts				
<p>a) The project would not violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality. The development of the project site will be required to comply with all City of Madera ordinances and standard practices which assure proper grading and storm water drainage into the approved storm water systems. Any development will also be required to comply with all local, state, and federal regulations to prevent any violation of water quality standards or waste discharge requirements.</p> <p>b) The project would not substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin.</p> <p>c)</p> <p>i. The project would not substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would not result in substantial erosion or siltation on- or off-site.</p> <p>ii. The project would not substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would not substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site.</p> <p>iii. The project would not substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would not create or contribute runoff water which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff.</p> <p>d) The project is not located in flood hazard, tsunami or seiche zones and it will not risk release of pollutants due to project inundation.</p> <p>e) The project does not conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan.</p>				
11. LAND USE AND PLANNING. Would the project:				
a) Physically divide an established community?				✓
b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the				✓

ENVIRONMENTAL IMPACTS Issues (and Supporting Information Sources):	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
purpose of avoiding or mitigating an environmental effect?				
<p>Discussion Development of the project site is consistent with urbanization of the project site, as evaluated in the General Plan and its EIR as well as environmental analysis pertaining to the previous annexation of site into the City of Madera; therefore, impacts in this category are avoided.</p> <p>No Impacts</p> <p>a) The project would not physically divide an established neighborhood. The project logically allows development to occur in an orderly manner, adjacent to future urban development.</p> <p>b) The project would not cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect.</p>				
12. MINERAL RESOURCES. Would the project:				
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?				✓
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?				✓
<p>No Impacts</p> <p>a) The project would not result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state.</p> <p>b) The project would not result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan.</p>				
13. NOISE: Would the project result in:				
a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance or applicable standards of other agencies?				✓
b) Generation of excessive ground borne vibration or ground borne noise levels?				✓
c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?				✓

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<p>Discussion</p> <p>These potential impacts were addressed in the General Plan EIR, and goals and mitigation measures were adopted to reduce potential impacts to a less than significant level. Development of the project area is consistent with the urbanization of the Madera area, as evaluated in the General Plan, and its EIR; therefore, impacts in this category are not anticipated to exceed the impacts addressed in these documents.</p> <p>No Impacts</p> <p>a) The project would not generate a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance or applicable standards of other agencies.</p> <p>b) The project would not generate excessive ground borne vibration or ground borne noise levels.</p> <p>c) The project site is not located within the vicinity of a private airstrip or an airport land use plan and would not expose people residing or working in the project area to excessive noise levels.</p>				
<p>14. POPULATION AND HOUSING. Would the project:</p>				
a) Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?				✓
b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?				✓
<p>Discussion</p> <p>The proposed project is consistent with planned urban growth of General Plan and Housing Element and is necessary to meet the housing need projected by State of California Housing and Community Development would not induce additional substantial growth in this area. The project site would not displace any housing. Likewise, the project would not displace substantial numbers of people, necessitating the construction of replacement housing elsewhere.</p> <p>Less than Significant Impacts</p> <p>a) The project does induce unplanned population growth in the area directly with the construction of eight new dwelling units, but the growth will not be substantial.</p> <p>No Impacts</p> <p>b) The project will not displace substantial numbers of existing people or housing which will not necessitate the construction of replacement housing elsewhere.</p>				

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15. PUBLIC SERVICES. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities or need for new or physical altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for any of the public services:				
a) Fire protection?				✓
b) Police protection?				✓
c) Schools?				✓
d) Parks?		✓		
e) Other public facilities?		✓		
<p>Discussion</p> <p>The development of the project site would not result in substantial adverse physical impacts from new or altered public facilities. Proposed project provides housing to meet projected demands of General Plan, Housing Element and State HCD housing allocation. Increase demands upon public facilities and services are anticipated including school facilities. Project will contribute dedicated and improved public park space per applicable plans, ordinances and statutes. This additional demand is consistent with the demand anticipated in the General Plan and evaluated in the General Plan EIR.</p> <p>The project would not bring about the need for new wastewater treatment facilities. The project would not significantly increase the urban demand on water supplies beyond the levels anticipated in the General Plan and the Water Master Plan. Project will contribute improvements or funds to complete water supply and distribution improvements and will not result in a significant reduction in the amount of groundwater otherwise available for public water supplies as a result of this project. The project would not increase the need for additional storm water drainage facilities beyond the existing and master planned drainage basin facilities that are planned to serve the project area. The project area would be required to provide additional facilities within the development, and comply with the City's Master Plan, ordinances and standard practices. The project would not bring about a significant increase in the demand for solid waste disposal services and facilities.</p> <p>No Impacts</p> <p>a) The project would not result in substantial adverse physical impacts to fire protection services.</p> <p>b) The project would not result in substantial adverse physical impacts to police protection services.</p> <p>c) The project would not result in substantial adverse physical impacts to school services. The Madera Unified School District levies a school facilities fee to assist defraying the impact of residential development.</p> <p>d) The project would not result in substantial adverse physical impacts to park facilities.</p> <p>e) The project would not result in substantial adverse physical impacts on other public facilities.</p>				

ENVIRONMENTAL IMPACTS Issues (and Supporting Information Sources):	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
16. RECREATION. Would the project:				
a) Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?				✓
b) Include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?				✓
<p>Discussion Residential development is consistent with the City of Madera General Plan and Zoning Ordinance. Impacts in this category are not anticipated to exceed the impacts addressed in those documents.</p> <p>No Impacts</p> <p>a) The project would not increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated.</p> <p>b) The project will include the construction of large open space areas with a central area for the complex, a water recreational feature, nine covered lounge areas and a basketball court that would provide for recreational activities, but they will not have an adverse physical effect on the environment.</p>				
17. TRANSPORTATION. Would the project:				
a) Conflict with a program plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?		✓		
b) Would the project conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?				✓
c) Substantially increase hazards due to a geometric design feature (for example, sharp curves or dangerous intersections) or incompatible uses (for example, farm equipment)?				✓
d) Result in inadequate emergency access?			✓	

ENVIRONMENTAL IMPACTS Issues (and Supporting Information Sources):	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
<p>Discussion</p> <p>The intensive urban development was addressed by Madera General Plan and accompanying EIR, and potential traffic and travel demand attributable to urban development of this land considered within goals, policies and circulation system components of the General Plan to mitigate the vehicle and pedestrian travel demands of this development. Project streets will provide adequate vehicular and pedestrian circulation with primary access to West Pecan Avenue and secondary to Madera Avenue (SR 145). Project will construct improvements to West Pecan Avenue and Madera Avenue corresponding to increased traffic volumes as identified by the traffic analysis prepared and approved by City Engineer to accommodate project access. Fair share contribution to SR 145 will be made per Caltrans to extent project's fare share obligation is not met by project improvements.</p> <p>No Impacts</p> <p>a) The project would not conflict with any program plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities. All pedestrian walkways will be constructed consistent with the City of Madera Engineering Department standards and Americans with Disabilities Act (ADA) standards.</p> <p>b) The project would not conflict or be inconsistent with CEQA Guidelines Section 15064.3, subdivision (b). The project is not located within one-half mile of an existing major transit stop or along an existing high-quality transit corridor.</p> <p>c) The project would not substantially increase hazards due to a geometric design feature (for example, sharp curves or dangerous intersections) or incompatible uses (for example, farm equipment).</p> <p>d) The project would not result in inadequate emergency access.</p>				
18. Tribal Cultural Resources. Would the project:				
<p>Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:</p> <p>a) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or</p>				✓
<p>b) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of</p>				✓

ENVIRONMENTAL IMPACTS Issues (and Supporting Information Sources):	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe				
<p>No Impacts</p> <p>a) The planned urban development of the project site has not previously been identified as potentially causing a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and the project is not listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k).</p> <p>b) The project is not a resource determined by the lead agency (City of Madera), in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. The project site is not listed as a historical resource in the California Register of Historical Sources.</p> <p>c) Comply with Madera G.P., HC-9.1 & 9.2 specifying compliance with provisions of CEQA Section 15064.5 pertaining to notification of discovery, consultation and implementation of remediation measures and procedures as determined appropriate by a qualified archaeologist.</p>				
19. UTILITIES AND SERVICE SYSTEMS. Would the project:				
a) Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or which could cause significant environmental effects?			✓	
b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?		✓		
c) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?				✓
d) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?				✓

ENVIRONMENTAL IMPACTS Issues (and Supporting Information Sources):	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?				✓
<p>Discussion</p> <p>The City's community sewage disposal system would continue to comply with Discharge Permit requirements. The project would not bring about the need for new wastewater treatment facilities. The project would not significantly increase the demand on water supplies, adequate domestic water and fire flows should be available to the property. There would not be a significant reduction in the amount of groundwater otherwise available for public water supplies as a result of this project. The project would not increase the need for additional storm water drainage facilities beyond the existing and master planned drainage basin facilities that are planned to serve the project. The project site would be required to comply with the City's Master Plan, ordinances and standard practices. The project would not bring about a significant increase in the demand for solid waste disposal services and facilities.</p> <p>Less than Significant Impacts</p> <p>a) The project would require the construction of new water and storm water drainage facilities, but the construction would not cause significant environmental effects.</p> <p>No Impacts</p> <p>b) The project would have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years.</p> <p>c) The project would result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments.</p> <p>d) The project would not generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals.</p> <p>e) The project would comply with federal, state, and local management and reduction statutes and regulations related to solid waste.</p>				
<p>20. WILDFIRE. If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:</p>				
a) Substantially impair an adopted emergency response in an or emergency evacuation?				✓
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?				✓

ENVIRONMENTAL IMPACTS Issues (and Supporting Information Sources):	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?				✓
d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?				✓
<p>Discussion</p> <p>The project site is not located in or near state responsibility areas or lands classified as very high fire hazard severity zones. The project will be developed consistent with all regulations of the California Fire Code and would provide no impact to wildfire hazards.</p> <p>No Impacts</p> <p>a) The project would not substantially impair an adopted emergency response plan or emergency evacuation.</p> <p>b) The project would not, due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire.</p> <p>c) The project would not require the installation or maintenance of roads and will not exacerbate fire risk or result in temporary or ongoing impacts to the environment as the project is also not located in or near state responsibility areas or lands classified as very high fire hazard severity zones.</p> <p>d) The project would not expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes.</p>				
21. MANDATORY FINDINGS OF SIGNIFICANCE. Would the project:				
e) Have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?				✓

ENVIRONMENTAL IMPACTS Issues (and Supporting Information Sources):	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
f) Have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of the past projects, the effects of other current projects, and the effects of probable future projects.)				✓
g) Have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?				✓
<p>Discussion</p> <p>Based upon staff analysis and comments from experts, it has been determined that the proposed project could generate some limited adverse impacts in the areas of Aesthetics, Air Quality, Energy, Greenhouse Gas Emissions, Population and Housing, and Utilities and Service Systems.</p> <p>The potential impacts identified in this Initial Study are considered to be less than significant since they will cease upon completion of construction or do not exceed a threshold of significance. Therefore, a Negative Declaration is the appropriate level of documentation for this project.</p> <p>No Impacts</p> <p>a) The project would not have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory.</p> <p>b) The project would not have cumulatively considerable impacts that are beyond less than significant.</p> <p>c) The project would not have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly.</p>				

**CITY OF MADERA
MITIGATION MONITORING PROGRAM**

Project Name and/or File Number: General Plan Amendment 2019-03, Rezone 2019-06,
Tentative Subdivision Map 2019-03, Tentative Parcel Map 2019-03, Precise Plan 2020-04

Project Description: plan amendment, rezoning, tentative subdivision map, parcel map, and precise plan to provide of a 112-lot single family residential subdivision and areas for future development residential and commercial development within a 79-acre site. The subdivision map and precise plan provide for lot sizes ranging between 4,250 and 13,778 square feet in area to accommodate single family residences of

1515 to 2814 square feet in area, one and two stories, two or three garage parking spaces, and three to five bedrooms. Development includes a public street circulation network providing primary access to West Pecan Avenue to the north and secondary access to the east to Madera Avenue (SR 145). A landscaped buffer will be provided along Pecan Avenue and a common area open space feature of 25,000 square feet or more in the southeast portion of the project site. The remainder of the site will be zoned but no development plans have been filed.

Monitoring Phase:

Pre-construction ___; Construction X; Pre-occupancy X; Post-occupancy ___

Public Resources Code 21081.6 requires public agencies to adopt mitigation reporting and monitoring programs for all projects for which a mitigated negative declaration has been prepared. This law is intended to ensure the implementation of all mitigation measures incorporated into the project as set down in the California Environmental Quality Act (CEQA) process.

The Mitigation Monitoring Program for the proposed project will be in place through all phases of implementation for the project. The City of Madera will have the primary enforcement role for mitigation measures that are the responsibility of the City of Madera to implement. The “Environmental Monitor” (EM) is the Planning Manager, who will be responsible for operation of the program. The EM is responsible for managing and coordinating monitoring activities with City staff and for managing City reviews of the proposed project.

During site development, site visitations, construction management and permit inspections by City staff assure that mitigation measures and conditions are being met. Failure to meet any condition of development may lead to a suspension of construction activities and code enforcement action.

General Plan Amendment 2019-03, Rezone 2019-06, Tentative Subdivision Map 2019-03, Tentative Parcel Map 2019-03, Precise Plan 2020-04

10. Hydrology and Water Quality

10. c) & d) Project required to design and construct site grading and drainage improvements to assure protection of buildings and improvements and that storm water is not displaced but discharged to an approved storm water detention basin or other approved facility.

15. Public Services

15. d)-1 Park dedication and improvements as provided by the Tentative Tract Map and conditions of approval.

15. d)-2 Water supply distribution and well site as provided by conditions of approval.

17. Transportation/Traffic

17(a)-1 The on- and off-site improvements relative to traffic impacts shall be consistent with the recommendations of the traffic impact study, City requirements, and resulting condition of approval in the attached document(s) as well as any modifications to the requirements contained therein as part of the final traffic study approval.

Attachment 8: Rezone Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING THE OFFICIAL CITY OF MADERA ZONING MAP TO REZONE AN APPROXIMATELY 76.25 ACRE PROPERTY (APN: 012-480-005), LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST PECAN AVENUE AND MADERA AVENUE, FROM THE PD-6000, PD-3000, PD-1500 (PLANNED DEVELOPMENT), AND CN (NEIGHBORHOOD COMMERCIAL) ZONE DISTRICTS TO THE PD-6000, PD-3000, PD-1500 (PLANNED DEVELOPMENT) AND CN (NEIGHBORHOOD COMMERCIAL) ZONE DISTRICTS, AND DELETING THE PF (PUBLIC FACILITY ZONED DISTRICT).

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA DOES ORDAIN AS FOLLOWS:

SECTION 1. The Planning Commission of the City of Madera and the City Council have held public hearing(s) on Rezone 2019-06 for the rezoning of approximately 76.25 acres of property located at the southwest corner of the intersection of West Pecan Avenue and Madera Avenue to the PD-6000, PD-3000, PD-1500 (Planned Development) and CN (Neighborhood Commercial) zone districts.

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

FINDINGS:

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

SECTION 3. The City Council hereby approves Rezoning 2019-06 by rezoning of the above-described property to PD-6000, PD-3000, PD-1500 (Planned Development) and CN (Neighborhood Commercial) zone districts. The City Council hereby amends the City of Madera Zoning Map as illustrated in Exhibit "A" which is attached and incorporated by reference and which indicates the segment of the City of Madera Zoning Map to be amended.

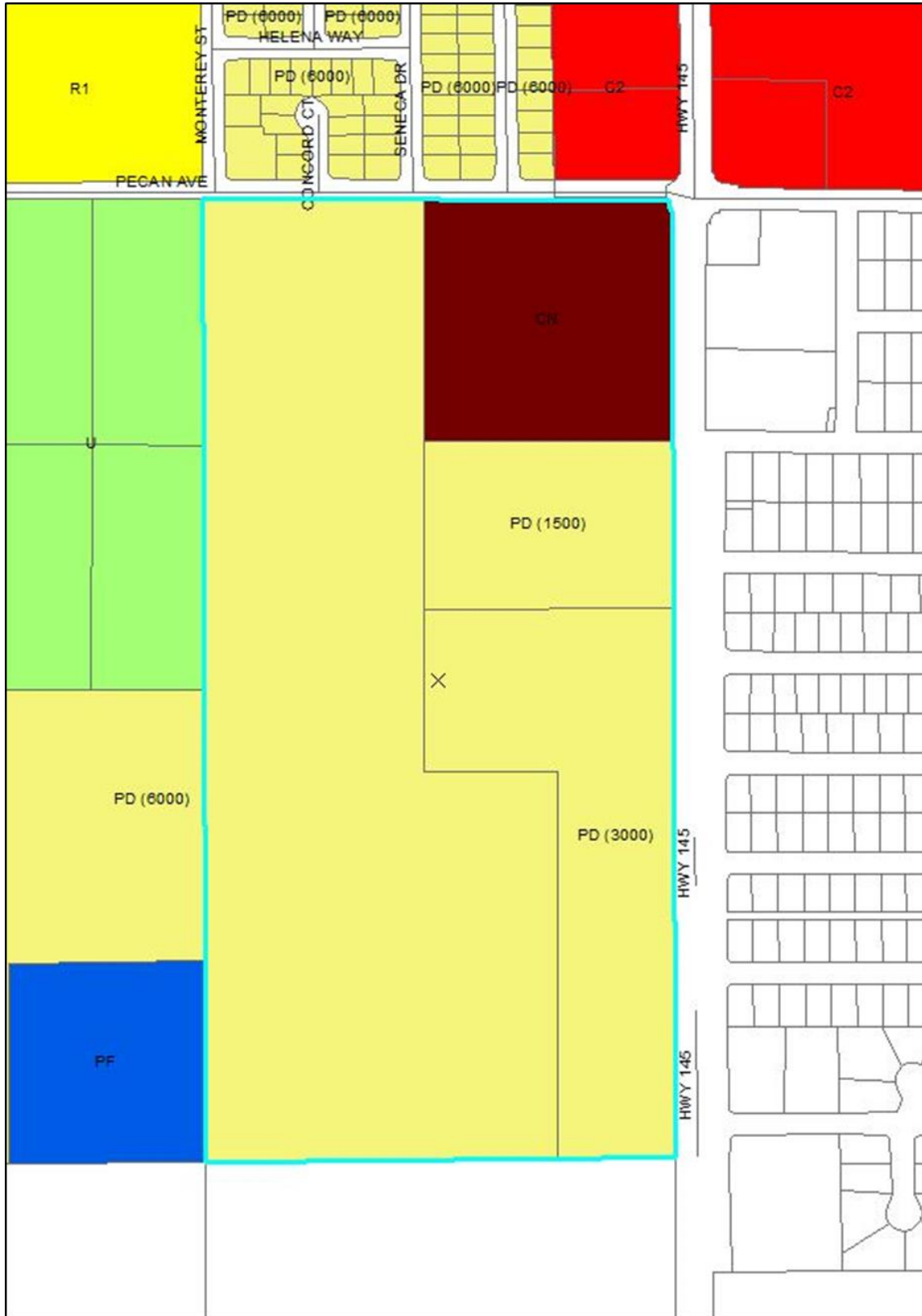
SECTION 4. Unless the adoption of this amendment to the Zoning Map is lawfully stayed, thirty-one (31) days after adoption of this amendment, the Planning Director and City Clerk shall cause these revisions to be made to the City of Madera Zoning Map which shall also

indicate the date of adoption of this revision and be signed by the Planning Director and City Clerk.

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

* * * * *

EXHIBIT A – New Zoned District Designation(s)



Attachment 9: Tentative Parcel Map and
Tentative Subdivision Map Resolution

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA RATIFYING THE PLANNING COMMISSION'S APPROVAL OF TENTATIVE PARCEL MAP 2019-03 AND TENTATIVE SUBDIVISION MAP 2019-03 AND APPROVAL OF SAME WITH UPDATED CONDITIONS

WHEREAS, on May 12, 2020, the Planning Commission recommended approval of GPA 2019-03, and REZ 2019-06 to the City Council; and

WHEREAS, on May 12, 2020, the Planning Commission further approved TPM 2019-03 and TSM 2019-03 with conditions, and

WHEREAS, City Staff and the Applicant agree the conditions approved by the Planning Commission did not include certain mandated conditions and required clarification by the City Council namely conformity with the General Plan and Zoning Ordinance; and

WHEREAS, the City Council is considering this action concurrently with the public hearing on GPA 2019-03 and REZ, and the associated CEQA for the project; and

WHEREAS, all prerequisites have been satisfied, and the City Council now desires to ratify the Planning Commission determination for TPM 2020-03 and TSM 2019-03 and approve those entitlements with the conditions adopted by the Planning Commission and the additional conditions which are collectively set forth in Attachment "A" to this resolution.

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

1. The foregoing recitals are true and correct.
2. The City Council both ratifies the Planning Commission determination for TPM 2019-03 AND TSM 2019-03 subject to the conditions as set forth in Attachment "A" and approves same.

3. This resolution shall become effective immediately but will not become final until the date when City Council approval of REZ 2019-06 becomes final and effective.

* * * * *

ATTACHMENT A

CONDITIONS OF THE TENTATIVE SUBDIVISION MAP TSM 2019-03 AND TENTATIVE PARCEL MAP TPM 2019-03

General Conditions

1. All conditions of approval shall be the sole financial responsibility of the applicant/owner, except where specifically noted in the conditions or mandated by statutes. *TSM & TPM*
2. Any minor deviation from the approved map or any condition contained herein shall require prior written request by the applicant and approval by the Planning Manager. *TSM & TPM*
3. It shall be the responsibility of the property owner to ensure that any required permits, inspections and approvals from any regulatory agency shall be obtained from the concerned agency prior to establishment of the use.

Engineering

4. Prior to recording of the final map or parcel map, all action necessary for annexation into Community Facilities District 2005-01 shall have been taken, and all property included in said subdivision or parcel map shall be made a part of such district and subject to its taxes. *TSM & TPM*
5. A final subdivision or parcel map shall be required per Section 10-2.502 of the municipal code. For subdivisions, if the project is phased, the phasing pattern is subject to approval by the City Engineer to ensure that the applicable conditions of approval are satisfied. *TSM & TPM*
6. The park land, as shown in the Tentative Parcel Map (TPM) and Tentative Subdivision Map (TSM), shall be dedicated to the City in advance of, or in conjunction with, recordation of the final subdivision map or parcel map. *TSM & TPM*
7. All lots are to be numbered in sequence throughout the entire subdivision, including all phases, with the last lot in each phase circled for identification. As an alternative, subject to the approval of the City Engineer, lots may be numbered in sequence within blocks that are also separately identified. A consecutive subdivision name and a consecutive phase number shall identify multiple final maps filed in accordance with an approved tentative map. *TSM*
8. A survey benchmark shall be established per City Standards and related data shall be submitted to the Engineering Department prior to acceptance of the improvements that correspond to the extent of the proposed development of the subdivision map. *TSM*
9. Prior to any site construction or initiation of work within a public right-of-way, a construction route and traffic control plan will be reviewed and approved by the City Engineer. The construction route and traffic control plan shall depict proposed construction vehicle routes to and from the site. This will minimize potential damage to other streets and disruption to the neighborhood. *TSM & TPM*
10. Nuisance on-site lighting shall be redirected as requested by City Engineer within 48 hours of notification. *TSM & TPM*
11. Development impact fees shall be paid at time of building permit issuance. *TSM & TPM*
12. Improvement plans sealed by an engineer shall be submitted to the Engineering Division according to the Engineering Plan Review Submittal Sheet and Civil Plan Submittal Checklist. *TSM & PM*

13. The developer shall pay all required fees for processing the subdivision or parcel map and completion of the project. Fees due may include but shall not be limited to the following: subdivision or parcel map review and processing fee, plan review, map recording, easement acceptance, encroachment permit processing and improvement inspection fees. *TSM & TPM*
14. In the event archeological resources are unearthed or discovered during any construction activities on site, construction activities shall cease, and the Community Development Director or City Engineer shall be notified so that procedures required by State law can be implemented. *TSM & TPM*
15. Prior to the construction of improvements within the City right-of-way require an Encroachment Permit from the Engineering Division. *TSM & TPM*
16. The improvement plans for the project shall include the most recent version of the City's General Notes. *TSM & TPM*
17. Proposed improvements shall account for the areas of the TPM and TSM which lie within the boundaries of a FEMA Special Flood Hazard Area, Zone AO. *TSM & TPM*

Water

18. Prior to approval of subsequent development associated with Parcel 1 of the TPM, the City shall determine if a new water well is required to accommodate demands of the future proposed development. If a well is determined to be needed to accommodate anticipated needs of future development within Parcel 1 of the TPM the future developer of Parcel 1 will also be required to design the well, dedicate right-of-way and construct a municipal well. The developer of the TPM may finance the development of the well, if the City has not acquired the proper funds at the time of construction. If City funding is not secured, then the developer of the TPM will construct and fund the municipal well. The cost of the well shall be 100% reimbursed by the City, upon the availability of funds. If a well is not immediately determined to be necessary, an appropriate well site shall be identified and offered for dedication as part of a future TPM or TSM. *TPM*
19. Prior to framing construction on-site, a water system shall be designed to meet the required fire flow for this type of development and approved by the fire department. Fire flows shall be determined by Uniform Fire Code appendix III-A. *TSM & TPM*
20. Unless the City Engineer or fire flow analysis specifies larger lines, water lines, a minimum of 8 inches in diameter shall be installed in all streets proposed within each corresponding map. Water main installation shall be per the City of Madera installation procedures and guidelines. Any new water main or fire hydrant line installations of 18 feet or more shall be sterilized in accordance with the water main connection procedures, including the temporary use of a reduced pressure assembly. Water service connections are required to be hot tap type connections to existing City main. If the subdivision is constructed in phases, blow-offs will be required at each termination point. All water system bacterial analysis testing costs shall be reimbursed to the City prior to approval of any units for final occupancy. Fees shall be based on rates established by the Department of Public Works. *TSM & TPM*
21. Prior to beginning any framing construction, approved fire hydrants shall be installed in accordance with spacing requirements for residential development (400 feet) or commercial development (300 feet). A copy of the preliminary water and hydrant location plan shall be provided to the City Engineer and the fire protection planning officer for review and approval. Fire hydrants shall be constructed in accordance with City Standard W-26. Fire hydrant pavement markers shall be installed as soon as the permanent pavement has been installed. *TSM & TPM*

22. As it pertains to the TSM and future TSMs water services shall be placed 3 feet from either property line, opposite of streetlight and fire hydrant installations, installed and tested at the time the water main is installed, and identified on the curb face. Water meters shall not be located within driveway approaches or sidewalk areas. Water services shall not be located at fire hydrant or streetlight locations. *TSM*
23. One water quality sampling station shall be shown on the improvement plans and installed within the subdivision and approved by the water quality division of the Public Works Department. *TSM*
24. Prior to commencement of grading or excavation on site, all water sources used for construction activities shall have an approved backflow device installed. All water trucks/storage tanks will be inspected for proper air gaps or back-flow prevention devices. *TSM & TPM*
25. Water service connections serving the TSM and developments within the TPM shall be constructed per current City standards including water meters located within the City's right-of-way. *TSM & TPM*
26. Water service connection(s) shall be shown on the improvement plans and shall be constructed to current City standards including an Automatic Meter Reading (AMR) water meter installed within the City's right-of-way and a backflow prevention device installed within private property. *TSM & TPM*
27. A separate water meter and backflow prevention device shall be required for landscape areas. *TSM & TPM*
28. Existing wells if any shall be abandoned as directed and permitted by the City of Madera for compliance with state standards, prior to the issuance of building permits or any activities in which the well to be abandoned may be further damaged resulting in potential contamination to the aquifer below. *TSM & TPM*
29. Prior to final occupancy pertaining to future development of Parcel 1 of the TPM, the future developer shall construct a 12-inch water main along State Route 145 from its current termination point at the intersection of Pecan Avenue and State Route 145 to the southern property line of the proposed project site. The water main shall be constructed to current City standards. The oversize component (difference in cost between 12-inch and 8-inch pipe) of the construction of this line is considered reimbursable through the City's Development Impact Fee Program, subject to availability of funds. Half of the 8-inch component is reimbursable from adjacent properties as they develop and connect. *TPM*
30. Prior to the issuance of an encroachment permit for off-site improvements. The developer shall reimburse its fair share cost for the 8-inch component of the water line to the City for the previously constructed water main along the project frontage on Pecan Avenue. *TSM & TPM*

Sewer

31. The existing sewer system that serves this section of the City is approaching or at capacity due to a constricted section of the sewer system on Pecan Avenue. The developer shall construct the following master plan improvements to accommodate sewer loads for this development:
 - a. The developer of the TSM shall construct a parallel 18-inch sewer main in Pecan Avenue from the easterly edge of the TSM to the furthest extent west that the TSM expands. From the westerly edge of the TSM, the parallel 18-inch sewer main shall be constructed to extend to nearest sewer main on Stadium Road in place prior to final occupancy. *TSM*

- b. The future developer of Parcel 1 of the TPM shall construct a parallel 18-inch sewer main on Pecan from the intersection of Pecan Avenue and State Route 145 to the easterly edge of the TSM, or to nearest sewer main in place at the time of construction to the west. *TPM*
 - c. If the sewer main will be required to be extended beyond the extent of the TSM, reimbursement of construction costs shall be provided to the entity which installs the sewer main.
- 32. The construction of the parallel sewer main in Pecan Avenue mentioned in Conditions 31a, b and c is considered 100% reimbursable through the City's Development Impact Fee Program, subject to availability of funds. Impact fee credits that are due and payable at the time of building permit issuance are available for use on these specific improvements due to identified deficiencies in the overall system capacity that will be improved at completion of said improvements. *TSM & TPM*
 - 33. Sewer lines installed within internal publicly owned streets to serve the development within the TSM and TPM shall be sized accordingly and shall be a minimum of 8 inches in diameter. Sewer main connections to any existing City main 6 inches or larger in diameter shall require the installation of a manhole. All sewer mains shall be air-tested, mandrelled and videotaped after the trench compaction has been approved and prior to paving. DVD's shall be submitted to the City Engineer and be approved prior to paving with all costs to be borne by the sub-divider. *TSM & TPM*
 - 34. Prior to recordation of the final subdivision map, the TSM'S approved improvement plans shall depict sewer services located at the approximate centerline of each lot or as required for construction of residential development with a clean-out installed per City Standards and identified on the curb face. Termination of service shall be 10 feet past property the line. Where contiguous sidewalks are installed, the 4-inch-sewer clean out shall be located 18 inches back of the sidewalk in a dedicated public utility easement. Sewer clean-outs shall not be located within sidewalk or approach areas unless approved by the City Engineer. Sewer services shall be installed 10 feet beyond the property lines as a part of the sewer system installation for testing purposes. *TSM*
 - 35. Sewer service connections shall be constructed to current City Standards. Each parcel shall have a separate sewer service connection or record a reciprocal easement agreement across all parcels. *TPM*
 - 36. Existing septic tanks, if found on-site or within any area subject to construction of public or private improvements, shall be removed, permitted, and inspected by City of Madera Building Department. *TSM & TPM*

Storm Drain

37. A detailed drainage study shall be provided to support the chosen path of conveyance and design of any necessary conveyance facilities prior to any excavating or grading activities. *TSM & TPM*
38. Storm runoff from this project site is planned to go to the Agajanian Basin (also referred to as the Atamian Basin) located southwest of the proposed project site. The developer shall, as may be necessary, construct sufficient facilities in accordance with criteria in the Storm Drainage Master Plan to convey storm runoff to the existing basin and excavate or expand the basin to an amount equivalent to this project's impact on the basin. The extent of the improvements required shall correspond to the extent of the TSM and the remaining extent of the TPM. The improvements corresponding with the TSM shall be required to be complete within 24 months of recordation of the final subdivision map. The improvements pertaining to developments in Parcel 1 of the TPM shall be required prior to the issuance of the first building permit. Any temporary improvements installed that may need to be removed or re-located cannot be reimbursed. All improvements should be installed in their permanent location. *TSM & TPM*
39. This project shall, as applicable, comply with the design criteria as listed on the National Pollutant Elimination Systems (NPDES) General Permit for Storm Water Discharges from Small Municipal Separate Storm Sewer System (MS4's) as mandated by Water Quality Order No. 2013-0001-DWQ, NPDES General Permit No. CAS000004. For the purpose of this proposed development, post development runoff shall match or be less than pre-development runoff. The development shall be subject to future inspections by City or other designated agencies relative to the improvements installed as a result of this condition to ensure they remain in compliance with the conditions imposed under this condition. *TSM & TPM*

Streets

40. The developer shall be a proponent of annexing into existing Landscape Maintenance District (LMD) Zone 8. If the annexation into LMD Zone 8 is not attainable, the developer shall at their sole expense, form a new Landscape Maintenance District zone. The sub-divider shall sign and submit a landscape district formation and inclusion form, an engineer's report and map prior to recording of any final map. *TSM & TPM*
41. Prior to the approval of any final maps, the developer shall submit a cash deposit in an amount sufficient to maintain lighting and landscaping within the required LMD Zone 8 or new LMD Zone for a period of one year. The specific amount of the deposit shall be determined by the City Engineer and be established based on landscape plans approved by the Parks and Community Services Department and the Engineer's Report for the required improvements. The deposit will be used to maintain landscaping improvements existing and new improvements which are required to be constructed by the developer and included in the City-wide LMD, after the improvements for the subdivision have been approved but before any revenues are generated by the assessment district to pay for the maintenance of the landscape. Any funds deposited by the developer and not needed by the Parks Department for maintenance of eligible landscaping shall be refunded to the developer. *TSM*
42. Prior to final occupancy of any development of Parcel 1 of the TPM, the west half of State Route 145 along the entire project frontage of Parcel 1 of the TPM shall be improved to a 100-foot arterial roadway per City standards. Adequate transitions with the existing improvements relative to grade and alignment shall be provided. In addition to basic City arterial and Caltrans highway improvements, off-site construction requirements including additional lanes are subject to complying with the mitigation measures provided within the traffic study. *TPM*
43. The south half of Pecan Avenue shall be improved to a 100-foot arterial roadway standard with a five-foot sidewalk pattern. The extent of the improvements required shall correspond to the

extent of the TSM and Parcel 1 of the TPM. The street frontage improvements for the TSM shall be required within 24 months of recordation of the final subdivision map and the improvements that pertain to the frontage along Parcel 1 of the TPM shall be required prior to first occupancy for the parcel map. The south half of the street shall include but not be limited to fire hydrants, streetlights, curb and gutter, park strip, sidewalk, a 30-foot asphalt section and a 16-foot landscaped median island. Adequate transitions with the existing improvements relative to grade and alignment shall be provided. The two lanes (28-feet total), which includes the median island and east bound travel lane, are eligible for reimbursement through the City's Impact Fee program, subject to availability of funds. *TSM & TPM*

44. Prior to or in conjunction with the recordation of final subdivision map, the developer shall provide sufficient right-of-way and associated improvements to allow for westbound U-turn movements at Pecan Avenue and Monterey Street. *TSM*
45. The developer shall provide a temporary paved pathway on the south side of Pecan Avenue between the westerly edge of the TSM connecting to the sidewalk approximately 150 east of Munras Avenue. This is contingent on the City confirming the acquisition of right-of-way for the path of travel to connect with the existing sidewalk near Munras Avenue. *TSM*
46. An Irrevocable Offer of Dedication shall be made to dedicate sufficient right-of-way along the entire project parcel frontage on Pecan Avenue to provide a half-street width of fifty (50-ft) feet, south of the center line, to accommodate for an arterial standard roadway, prior to or in conjunction with the recordation of the final subdivision and parcel map. *TSM & TPM*
47. An Irrevocable Offer of Dedication or dedication deemed by Caltrans shall be made for additional right-of-way along State Route 145 in accordance with that specified by Caltrans through the traffic study, prior to, or concurrent, with the recordation of the final tentative parcel map. *TPM*
48. The developer shall dedicate a 10-foot Public Utility Easement (PUE) along Pecan Avenue and State Route 145 adjacent to entire project site as well as all internal publicly dedicated streets prior to, or concurrent with, recordation of final subdivision map and final parcel map. *TSM & TPM*
49. Interior streets shall be constructed in accordance with City standards for a residential street, or as may be applicable, including a five-foot sidewalk, curb and gutter, streetlights, fire hydrants and all other components necessary to complete construction per City standards, prior to acceptance of improvements by the City. *TSM & TPM*
50. An approved on-site or off-site turn-around shall be provided at the end of each stub-out or roadway 150 feet or more in length pursuant to the uniform fire code. Cul-de-sacs shall be no longer than 450 feet. Any off-site turn-around shall have a maintenance covenant and easement recorded prior to recording of final map. The developer is responsible for all fees associated with the approval of all documents. *TSM & TPM*
51. Prior to approval of the first project with Parcel 1 of the tentative parcel map, the future developer shall provide a traffic study that addresses and mitigates the impacts of the planned developments within the boundaries of the TSM and TPM on the street system. At a minimum, the intersection of Pecan Avenue & Madera Avenue, the intersection of Pecan Avenue & Monterey Street, the intersection of Madera Avenue & Avenue 12 and the project driveways shall be evaluated as part of the traffic study. Study shall also address minimum storage requirements and conflicts between study location and adjacent intersections or driveways. Caltrans should be contacted to confirm scope. *TPM*
52. Driveway locations shall be planned in conjunction with developments proposed as part of the Tentative Parcel Map as well as existing driveways and intersection. Minimum spacing of

driveways/streets shall be a 400 to 500 feet regardless of individual project/phase limits. Failure to place initial driveways at proper minimum spacing and plan for left turn storage requirements may result in the inability to construct future driveways that adequately serve proposed land uses. *TPM*

53. The traffic generated as part of the traffic study prepared for the TSM shall be considered as the first phase of a multi-phase development for the purposes of preparing the traffic study associated with the development of Parcel 1 of the TPM and assigning fair share responsibility for identified mitigation measures to all land areas originally associated with the TPM (the TSM is included in TPM for the purposes of this condition). If fair share calculations as determined in the first phase traffic study are less than that determined in the TPM traffic study, those monetary amounts shall be assigned to the future developer of Parcel 1 of the TPM or shall be the responsibility of the future developer of the TPM. *TSM & TPM*
54. "No Parking" signs shall be installed along Pecan Avenue and State Route 145 frontages per City standards for corresponding frontage of the tentative subdivision map and tentative parcel map. *TSM & TPM*
55. Industry standard traffic calming features, as approved by the City Engineer, shall be implemented throughout all interior streets associated with the TSM and TPM. Maximum distance between calming devices shall be 300 feet. Any increase in separation shall be approved by the City Engineer. Approval of traffic calming features shall be sought prior to approval of the off-site improvement drawings. *TSM & TPM*
56. Landscaping and irrigation systems shall be installed in accordance with the approved landscaping and irrigation plans before the final building inspection of any adjacent residential units or commercial buildings. *TSM & TPM*
57. Access ramps shall be installed at all curb returns per current City standards prior to issuance of certification of complete of the improvements. *TSM & TPM*
58. Driveway approaches shall be constructed per current City standards. *TSM & TPM*
59. The developer shall be required to install streetlights along Pecan Avenue and Madera Avenue frontages and all interior streets associated with the TSM and TPM in accordance with current City spacing standards. The extent of the installation of streetlights required shall correspond to the extent of the tentative subdivision map and the remaining tentative parcel map. The adjacent installations for the TSM shall be required within 24 months from the recordation of the final subdivision map and the installations adjacent to the TPM shall be required prior to issuance of first occupancy for the parcel map. Streetlights shall be LED using Beta Lighting standards or equal in accordance with City of Madera standards. *TSM & TPM*
60. Except for streets not having direct residential access, installation of sidewalks and approaches may be deferred and constructed at the builder's expense with residential development after the acceptance of the subdivision improvements. Each dwelling shall at occupancy have full, uninterrupted ADA access from front door to nearest collector street, arterial street or other street that provides ADA access provisions. Provisions for construction in conjunction with building permits shall be established as a part of the improvement plan approval and subdivision agreement, and bonding for uncompleted work in conjunction with the subdivision's public improvements will not be required. *TSM*
61. If developed in phases, each phase shall have two (2) points of vehicular access within a recorded easement for fire and other emergency equipment and for routes of escape which will safely handle evacuations as required by emergency services personnel. An all-weather access road shall be two inches of type "B" asphalt over 6 inches of 90% compacted native soil or four (4) inches of Class II aggregate base capable of withstanding 40,000 pounds of loading. A

maintenance covenant and easement along with associated fees shall be recorded prior to recording the final map for any phased development. *TSM & TPM*

62. Improvement plans prepared in accordance with City Standards by a registered civil engineer shall be submitted to the City Engineer for review and approval on 24" x 36" tracing with City of Madera logo on bottom right corner. The cover sheet shall indicate the total linear feet of all streets, fire hydrant and street water main linear feet, and sewer line linear feet, a list of items and quantities of all improvements installed and constructed for each phase respectively, as well as containing an index schedule. All development is subject to the City Standards, updated standards available on the City of Madera website. The plans are to include the City of Madera title block and following:
 - a. Detailed site plan with general notes, including the location of any existing wells and septic tanks;
 - b. Street plans and profiles;
 - Drainage ditches, culverts, and other structures (drainage calculations to be submitted with the improvement plans)
 - Streetlights
 - Traffic signals
 - Construction details including traffic signage and striping plan.
 - c. Water and sewer plans (sewage flow and water demand calculations to be submitted with the improvement plans).
 - d. Grading plan indicating flood insurance rate map, community panel number and effective date.
 - e. Landscape and irrigation plans shall be prepared by a landscape architect or engineer.
 - f. Storm water pollution control plan and permit.
 - g. Itemized quantities of the off-site improvements to be dedicated to the City. *TSM & TPM*
63. Submittals shall include (submit a PDF and the stated number of hard copies for each item):
 - a. Engineering Plan Review Submittal Sheet
 - b. Civil Plan Submittal Checklist – All required items shall be included on the drawings
 - c. Four copies of the final map
 - d. Two sets of traverse calculations
 - e. Two preliminary title reports
 - f. Two signed copies of conditions
 - g. Four hard copies of complete improvement plans
 - h. Three hard copies of landscape and irrigation plans
 - i. Two sets of drainage calculations
 - j. Two copies of the engineers estimate

Partial submittals will not be accepted by the engineering department.

PLEASE NOTE: If COVID-19 measures are still in place at the time of submittal, all submittals must be electronic.

Caltrans District 6, Madera Avenue/State Route 145 Requirements

64. Caltrans District 6 Requirements pursuant to Pecan Square Traffic Impact Study (TIS) prepared by VRPA Technologies, Inc., for Q-K Inc.
- a) In the 2040 Scenario, it is recommended that a dual left turn lane be added to the northbound leg to maintain symmetry between the lane lines of the southbound and northbound approaches. Considering these improvements, the need for right-of-way is anticipated along the west side of Madera Avenue as well as the south side of Pecan Avenue including corner clearance on the southwest corner of the intersection.
 - b) The approximate cost of the cumulative intersection improvements was found to be \$2,576,977. The approximate fair share cost that the developer can expect to contribute based on the fair share percentage of 7.4% as calculated on page 37 of the Pecan Square Development TIS is calculated below:

Approximate Fair Share Cost = Fair Share Percentage x Intersection Improvements Cost
Approximate Fair Share Cost = 0.074 x \$2,576,977.00 = \$190,120.00.

Traffic Mitigation Agreement (TMA) for the collection and tracking of these funds needs to be executed prior to issuance of City building permits and payment of fair share mitigation amount needs to occur prior to occupancy.

TSM & TPM

65. All utilities (water, sewer, electrical, phone, cablevision, etc.) shall be installed prior to curb and gutter installation. Trench compaction shall be as required for curb and gutter installation. If curb and gutter is installed prior to utility installation, then all trenches shall be back-filled with a 3-sack sand slurry mix extending one-foot past curb and gutter in each direction. *TSM & TPM*
66. The applicant shall coordinate with the pertinent utility companies as required regarding establishment of appropriate easements and under-grounding of service lines prior to approval of improvement plans. A ten-foot-public utility easement will be required along all interior lot frontages. *TSM & TPM*
67. All existing and proposed public utilities (electric, telephone, cable, etc.) shall be undergrounded, except transformers, which may be mounted on pads. Public utility easements shall be dedicated outside and adjacent to all streets rights-of-way. All public utilities within the subdivision and adjacent to the project property frontage on peripheral streets (on the development side of the street centerline) shall be placed underground except those facilities exempted by the public utilities Commission Regulations or operating at 70,000 volts or greater. All of which shall take place within 24 months from the recordation of any final map or prior to final occupancy of building permits for all other development types. *TSM & TPM*
68. A preliminary title report and plan check fees along with the engineer's estimated cost of installing the improvements shall be submitted with the initial improvement plan submittal. Inspection fees shall be paid prior to initiating construction. *TSM & TPM*
69. A final soils report including "R" values in future streets prepared by a registered civil engineer in accordance with the California Health and Safety Code must be submitted for review prior to the approval of the improvement plans and the filing of the final map, if required by the City Engineer. The date and name of the person who prepared the report are to be noted on the final map. *TSM*
70. The sub-divider shall enter a subdivision agreement in accordance with the municipal code prior to recording of the final map. The subdivision agreement shall include for deposit with the City a performance bond, labor, material bond, cash bond, or other bonds as required by the City Engineer, prior to acceptance of the final map. *TSM*

71. For all developments that may be eligible for reimbursements, a reimbursement agreement is required. *TSM & TPM*
72. The sub-divider may commence off-site construction prior to approval of the final map in accordance with Section 7-2.02 MMC, an encroachment permit, providing improvement plans are approved and submitting 100% performance bond, additional bond (50% labor & material) and insurance certificate, shall be submitted prior to initiating any construction work within any street or right-of-way which is dedicated or proposed to be dedicated by the subdivision. The encroachment permit fee shall be per City of Madera Development Application Fees as approved by City Council and shall be paid at the time of permit. *TSM*
73. The developer's engineer, upon completion of the improvements, shall certify to the City Engineer that the improvements are made in accordance with City requirements and the approved plans. As-built plans showing final existing conditions and actual grades of all improvements and facilities shall also be submitted prior to acceptance of the improvements by the City. *TSM & TPM*

Improvement Inspections:

74. Engineering department plan check and inspection fees along with the engineer's estimated cost of installing off-site improvements shall be submitted along with the improvement plans. *TSM & TPM*
75. Prior to the installation of any improvements or utilities, the general contractor shall notify the engineering department 48 hours prior to construction. The inspector will verify prior to inspection that the contractor requesting inspection is using plans signed by the City Engineer. *TSM & TPM*
76. No grading or other construction activities, including preliminary grading on site, shall occur until the City Engineer approves the improvement plans or grading plans. The inspector will verify prior to inspection that the contractor requesting inspection is using plans signed by the City Engineer. *TSM & TPM*
77. No occupancy of any buildings within the subdivision or parcels shall be granted until improvements are completed to the satisfaction of the City Engineer. After request for final improvement inspection, the generation of a written punch list will require a minimum of five working days. *TSM & TPM*

Special Engineering Conditions:

78. Project grading shall not interfere with the natural flow or adjacent lot drainage and shall not adversely impact downstream properties. Grading plans shall indicate the amount of cut and fill required for the project, including the necessity for any retaining walls. Retaining walls if required shall be approved as to design and calculations prior to issuance of a grading permit, therefore. *TSM & TPM*
79. Lot fill in excess of 12 inches shall require a compaction report prior to issuance of any building permits. Soil shall not slope onto any adjacent property. Lot grade elevation differences with any adjacent properties of 12 inches or more will require construction of a retaining wall. *TSM & TPM*
80. Retaining walls, if required, shall be concrete blocks. Design calculations, elevations, and locations shall be shown on the grading plan. Retaining wall approval is required in conjunction with grading plan approval. *TSM & TPM*
81. Prior to the issuance of any building permits or any construction on the subdivision or parcels, a storm water pollution plan shall be prepared, and a storm water permit obtained as required

by the State Regional Water Quality Control Board for developments of over one acre in size.
TSM & TPM

82. Any construction work on MID facilities must not interfere with either irrigation or storm water flows, or MID operations. Prior to any encroachment upon, removal or modification of MID facilities, the developer must submit two sets of preliminary plans for MID approval. Permits must be obtained from MID for said encroachments, removal, or modification. Upon project completion, as-built plans shall be provided to MID. Abandonment of agricultural activities will require removal of MID facilities at the owners' expense. Turnouts and gates shall be salvaged and returned to the MID yard. *TSM & TPM*
83. Prior to recording the final subdivision map or parcel map, any current and/or delinquent MID assessments, plus estimated assessments for the upcoming assessment (calendar) year, as well as any outstanding crop water charges, standby charges or waiver fees must be paid in full. Assessments are due and payable in full November first of the year preceding the assessment year. *TSM & TPM*
84. The developer of the property can expect to pay current and future development impact fees, including, but not limited to sewer (special service area), water, streets, bridge, public works, parks, public safety and drainage, that are in place at the time building permits are issued. All fees must be paid, as applicable, prior to building permits. *TSM & TPM*
85. Final street names shall be approved by the Building Official prior to recording the map for each phase of the development or approval of the improvement plans. Road names matching existing county roads must maintain the current suffix. All streets, even the small segments, shall have street names on the final map. Entry streets, cul-de-sacs and courts should utilize the name of the nearest subdivision street. *TSM & TPM*
86. The applicant shall coordinate with the United States post office relative to the proposed location of the postal boxes for the project, prior to approval of final occupancy. In regard to this item, all adjacent sidewalks shall retain a minimum clear walkway width of five feet. *TSM & TPM*

Fire Department

87. The subdivision development shall be provided with a minimum of two points of access for emergency vehicles, prior to the issuance of occupancy. *TSM*
88. Prior to any on-site framing, fire hydrants or other acceptable fire suppression equipment shall be provided at the streets and shall comply with the City of Madera Engineering standards and the California Fire Code (CFC). *TSM*

Planning Department

General

89. All conditions of approval shall be the financial responsibility of the developer/owner, except where specified in the conditions of approval listed herein or mandated in statutes. *TSM & TPM*
90. Project approval is conditioned upon acceptance of the conditions of approval contained herein within thirty (30) days, as evidenced by the applicant/owner's signature on the required Acknowledgement and Acceptance of Conditions of Approval form.
91. Vandalism and graffiti on walls, fences and/or homes shall be corrected pursuant to the Madera Municipal Code.

Street Names

92. The internal street names shall comply with the recommendations of the Planning Department with approval of the Final Map. *TSM*

Tentative Subdivision Map

93. There shall be no access to lots from street side of corner lots or street rear of double frontage lots as noted by the relinquishment of access notation on the tentative subdivision map (lots 1-7, 39, 40, 43, 51, 52, 60, 61, 73, 74, 93, 102, 103, 112). *TSM*

Fences and Walls

94. A six (6') foot tall decorative split-faced masonry block wall with capstone shall be developed within the subdivision as follows: *TSM & PPL*
- Along all rear property lines of lots abutting West Pecan Avenue (lots 1-6).
 - Along the street side yard of corner lot 6 and 7 which is extending from the rear property line to the front yard setback line.
 - Along all property lines abutting the dedicated park space (Lot 42).
 - All walls proposed on property located in the side yard shall be six feet tall along the side property line. In addition, when the wall is located within the front yard setback, the height of the wall will be decreased to 2.5 feet.
95. Except as provided for in the above condition, six (6') foot tall wooden fencing shall be provided along all side and rear yards. *TSM*
96. Any retaining walls greater than eighteen (18") inches in height shall be split-faced masonry block. Residential fencing shall have a gate that allows for easy access by an automated solid waste container provided by the City. The width of the gate shall be a minimum of thirty-six (36") inches. *TSM*

Precise Plan for the Tentative Subdivision Map

97. Project approval is conditioned upon acceptance of the conditions of approval contained herein, as evidenced by receipt in the Planning Department of the applicant's signature upon an Acknowledgement and Acceptance of Conditions within 30 days of the date of approval.
98. Project approval is conditioned upon acceptance of the conditions of approval contained herein, as evidenced by receipt in the Planning Department of the applicant's signature upon an Acknowledgement and Acceptance of Conditions within 30 days of the date of approval.
99. All conditions of approval shall be the sole financial responsibility of the applicant/owner, except where specified in the conditions of approval listed herein or mandated by statutes.
100. Any minor deviation from the approved elevations and floor plans or any condition contained herein shall require prior written request by the applicant and approval by the Planning Manager, at a minimum. *TSM*
101. Any substantial future modifications to the subdivision lots involving, but not limited to, building exteriors, parking/loading areas, fences/walls, new buildings or landscaping shall require an amendment to Precise Plan 2020-04. *TSM & PPL*
102. It shall be the responsibility of the property owner to ensure that any required permits, inspections and approvals from any regulatory agency shall be obtained from the concerned agency prior to establishment of the use. *TSM & PPL*

- 103. The project shall be developed in accordance with the elevation drawings and floor plans, as reviewed and approved with Precise Plan 2020-04. Minor modifications to Precise Plan 2020-04 necessary to meet regulatory or engineering constraints may be made with approval of the Planning Manager. All site improvements shall be completed in advance of any request for building permit final inspection. *TSM & PPL*
- 104. Fire Department: All dwellings shall be equipped with residential fire sprinklers, smoke alarms and carbon monoxide detectors. *TSM & PPL*
- 105. Illuminated addresses shall be provided at certificate of occupancy and temporary construction addresses shall be provided during construction. *TSM & PPL*
- 106. Vandalism and graffiti on walls, fences and/or homes shall be corrected pursuant to the MMC. *TSM & PPL*
- 107. Four models are approved as part of Precise Plan 2020-04. The homes shall be constructed upon the lots encompassed within TSM 2019-03. The home models are as follows:

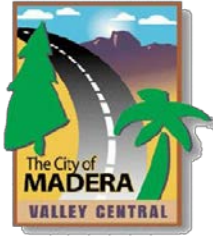
MODEL NAME	FLOOR AREA	BED/BATH
Adams	1,515 sq. ft.	3 bed/2 bath
Coolidge	1,862 sq. ft.	3 bed/2 bath
Lincoln	2,554 sq. ft.	4 bed/3 bath
Monroe	2,814 sq. ft.	4 bed/3 bath

Models have attached two-car garages with a three-car option. *PPL*

- 108. The Developer shall construct homes as they are shown in the rendered elevations, provided in PPL 2020-04 and included in the staff report to Planning Commission. Specifically, the N415, N419, N424 and N428 models. Each elevation of each model shall have at least three different three-color paint schemes. Any new or additional models require approval by the Planning Commission through an amendment to the Precise Plan. *TSM & PPL*
- 109. All standards for the location and design of buildings (including accessory structures) and fences which are not specifically included in Precise Plan 2020-04 and TSM 2019-03 shall conform to R1 (Residential) Zone District standards. *TSM & PPL*
- 110. Except otherwise conditioned herein, all driveways and encroachments shall conform to City standards regarding setbacks from adjacent property lines, and near intersections. All approaches shall conform to City standards. *TSM & PPL*
- 111. The floor plans of all units shall be reversible and driveway approaches on corner lots shall be located on the interior side of the property. *PPL*
- 112. The appearance of a home is affected by at least three primary features, which are the home model, alternative elevations for each plan, and color. Homes built on side-by-side lots shall not repeat more than two of these primary home features. The model floor plans shall not be repeated on more than two consecutive lots. *PPL*
- 113. The minimum setbacks for all lots within the TSM and PPL shall be:

- Front: Twelve feet to living space, twenty feet to garage
 - Interior side: Five feet
 - Exterior side: Ten feet
 - Rear: Fifteen feet
114. The front setback shall vary from the minimum of twelve feet to living space to a maximum of twenty feet to living space, with at least a two-foot variation amongst any two adjacent lots, and a five-foot variation over any five consecutive lots, regardless of home model. Garages shall be setback a minimum of twenty feet. *TSM & PPL*
 115. A ten percent minor variation for rear setbacks may be granted with approval by the Planning Director when deemed necessary. *PPL*
 116. Any variation to the development standards of Precise Plan 2020-04 shall require an amendment to the precise plan. *PPL*
 117. The applicant shall submit a color and materials presentation board as a component of the precise plan. The color and materials presentation board shall be approved by the Planning Manager and shall be included in the precise plan. *TSM & PPL*
 118. The construction of buildings approved as a component of the precise plan shall be consistent with the approved color and materials presentation board, as reviewed and approved by the Planning Department. Any alteration shall require, at a minimum, approval by the Planning Manager. *TSM & PPL*
 119. [Removed by Planning Commission May 12, 2020.]
 120. All exterior lighting shall be down shielded and directed in such a way as to not interfere with the driving safety of vehicular traffic. Exposed bulbs shall not be permitted. *TSM & PPL*
 121. The specifications and types of exterior lighting fixtures to be installed in the subdivision area shall be submitted to and approved by the Planning Department prior to issuance of any building permit(s). *TSM*
 122. The development of any temporary construction trailer, materials storage yard and/or model home sales center on any lot in the subdivision requires approval of a Zoning Administrator Permit. *TSM*
 123. Along all side and rear property lines, wood fencing shall be required for all single-family homes. Any retaining walls greater than eighteen inches in height shall be split-block masonry. Residential fencing shall have a gate that will allow for easy access by an automated solid waste container provided by the City. The width of the gate shall be a minimum of 36 inches. *TSM*
 124. Street side yard fencing shall be set back no less than five feet. *TSM*
 125. Heating ventilation and air-conditioning (HVAC) units shall be ground-mounted. No roof-mounted HVAC units shall be allowed. All ground-mounted HVAC equipment shall be located in the interior side or rear yards behind six-foot tall fencing. There shall be no allowance for the placement of HVAC units in the exterior side yard. *TSM & PPL*

126. If fireplaces are installed, they shall be either gas-burning or EPA-certified wood-burning. Natural gas and electric outlets are recommended to be installed in the rear yard for barbecues. Outside electric outlets are recommended in the front and rear yards of the units to facilitate the use of electric lawn mowers, edgers, etc. Electric or low nitrogen oxide emitting gas-fired water heaters should be installed. *TSM*
127. A detailed landscaping and irrigation plan shall be prepared by a licensed landscape architect, stamped and submitted as part of the submittals for a building permit plan check. Each home model shall have its own landscape and irrigation plan. Landscape and irrigation plans shall be approved by the Planning Department prior to issuance of building permits. Landscape and irrigation plans shall be designed for front yards for the entire subdivision as a whole. Installation shall be completed in conjunction with occupancy of the individual homes. The plans shall demonstrate compliance with the State of California's Model Water Efficient Landscape Ordinance (MWELO). *TSM & PPL*
128. City Council Added Condition: The approval of TSM 2019-03 and TPM 2019-03 shall not become final until the date when City Council approval of Rezone 2019-06 becomes final and effective.

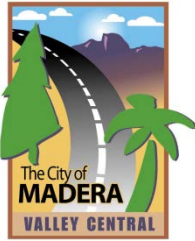


Madera City Council Agenda 06/17/20 Agenda Item C-2

Public Hearing on the Community Development Block Grant (CDBG) COVID-19 Funding Allocation

Recommendation: Continue Public Hearing to the June 18, 2020 City Council Special Meeting (Report by Ivette Iraheta)

There is no written report for this item.



**CITY OF MADERA
INTEROFFICE MEMORANDUM**

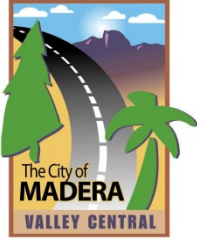
DATE: June 11, 2020

TO: Honorable Mayor and City Council Members

FROM: Finance Department

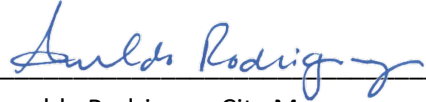
**SUBJECT: June 17, 2020, City Council Meeting - Late Distribution
Item C-3: Public Hearing on the City of Madera Fiscal Year Budget and Capital
Improvement Program for Fiscal Year 2020/2021**

City staff will present a budget workshop at the City Council Special Meeting on June 11th. The proposed budget will be published online for public review and comment. City staff will obtain feedback from council and make final modifications before the adoption of the budget on June 17th.



REPORT TO CITY COUNCIL

Approved by:


Arnaldo Rodriguez, City Manager

Council Meeting of: June 17, 2020

Agenda Number: D-1

SUBJECT:

Approval of a New Schedule "A" Agreement with the California Department of Forestry and Fire Protection (CAL FIRE) from July 1, 2020 to June 30, 2021 for Fire Service Operations

RECOMMENDATION:

Adopt a Resolution approving a new Schedule "A" agreement with the California Department of Forestry and Fire Protection (CAL FIRE) from July 1, 2020, to June 30, 2021, for fire service operations.

SUMMARY:

A one-year agreement, from June 1, 2020 through June 30, 2021, between the City and CAL FIRE for \$5,676,191. The Agreement is for personnel at the two existing fire stations and seven new staff for Fire Station 58. The seven new personnel would be paid via Measure K.

DISCUSSION:

Public Resources Code Section 4142 allows CAL FIRE to enter into cooperative agreements with cities and counties for the purpose of suppressing fires within those jurisdictions. The City has contracted with CAL FIRE under such agreements since 1993.

The most recent Agreement was a one-year Schedule "A" fire protection services reimbursement agreement from July 1, 2019, through June 30, 2020.

The Fiscal Year 2020/2021 Schedule "A" agreement is for \$5,676,191.00, which represents an increase of \$1,041,418.76 from the existing Agreement. The current Agreement expires at the end of the current fiscal year. This escalation is due to the hiring of seven personnel to staff the new Fire Station 58 starting July 2020 and a second Battalion Chief starting January 2021; an overall increase in staff salary and benefits for employees effective July 1, 2020, as a result of the collective bargaining agreement between fire personnel and CAL FIRE.

Currently, each station is always staffed with three firefighters.

It is noted that both Engines, 56 and 57, have three personnel. During grass fires, Engine 56 is reduced to 2 firefighters while a Type 6 engine is deployed with a single firefighter. A Battalion Chief supports the firefighters. In addition, both stations provide reserve engines, and the City benefits from CAL FIRE personnel housed proximate to the City that assists in times of need. The new Fire Station will always also be staffed by three firefighters to operate the new ladder truck increasing the total to nine on-duty firefighters, plus a battalion chief.

FINANCIAL IMPACT:

The Madera City Fire Department's current budget, including Measure K, contains sufficient funding to accommodate the CAL FIRE Schedule "A" fire protection services reimbursement agreement. The contract is approximately \$5.6 million, which is paid for by the City's General Fund and Measure K.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The resulting resolution is consistent with the following:

Strategy 421: First Response Emergency Services: Ensure the safety and protection of Madera and its community members through adequate first response to emergencies. Maintain sufficient resources to expand protection as the community grows.

ALTERNATIVES:

As an alternative, the Council may direct staff to provide additional information.

ATTACHMENTS:

1. Resolution
2. Fire Protection Reimbursement Agreement
 - a. Exhibit A
 - b. Exhibit B
 - c. Exhibit C
 - d. Exhibit D
 - e. Exhibit E

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING A NEW SCHEDULE "A" AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION (CAL FIRE) FROM JULY 1, 2020, TO JUNE 30, 2021, FOR FIRE SERVICE OPERATIONS, AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT ON BEHALF OF THE CITY OF MADERA

WHEREAS, the City of Madera (CITY) contracts with the State of California, Department of Forestry and Fire Protection (CAL FIRE) to provide fire protection services as allowed under Public Resources Code Section 4142; and

WHEREAS, CAL FIRE and the CITY have entered into agreements for services since 1993, the latest of which was a one-year Schedule "A" service agreement from July 1, 2019, through June 30, 2020; and

WHEREAS, the Schedule "A" agreement must be amended annually to cover each fiscal year's costs while providing for fire service operations.

WHEREAS, the subject agreement would extend the service agreement through June 30, 2021.

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, California approves the above-noted Schedule "A" agreement with the California Department of Forestry and Fire Protection (CAL FIRE) dated July 1, 2020 (Agreement # 4CA04886 in the amount of \$5,676,191), a copy of which is on file in the office of the City Clerk and referred to for particulars.
3. The City Council of the City of Madera, California authorizes the Mayor, to sign and execute said Agreement on behalf of the City of Madera.
4. This resolution is effective immediately upon adoption.

* * * * *

**COOPERATIVE FIRE PROGRAMS
FIRE PROTECTION REIMBURSEMENT AGREEMENT**

LG-1 REV. 01/2017

AGREEMENT NUMBER	4CA04886
REGISTRATION NUMBER:	

1. This Agreement is entered into between the State Agency and the Local Agency named below:

STATE AGENCY'S NAME
California Department of Forestry and Fire Protection – (CAL FIRE)

LOCAL AGENCY'S NAME
City of Madera

2. The term of this Agreement is: July 1, 2020 through June 30, 2021


3. The maximum amount of this Agreement is: \$ 5,676,191.00
Five million, six hundred seventy six thousand, one hundred ninety one dollars and no cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – Includes page 2 (contact page) in count for Exhibit A	4	pages
Exhibit B – Budget Detail and Payment Provisions	2	pages
Exhibit C – General Terms and Conditions	7	pages
Exhibit D – Additional Provisions	12	pages
Exhibit E – Description of Other Services	1	pages

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

LOCAL AGENCY

LOCAL AGENCY'S NAME City of Madera	
BY (Authorized Signature) 	DATE SIGNED(Do not type)
PRINTED NAME AND TITLE OF PERSON SIGNING Andy Medellion-Mayor	
ADDRESS 205 West Fourth Street Madera, Ca. 93638	

**California Department of General
Services Use Only**

STATE OF CALIFORNIA


AGENCY NAME California Department of Forestry and Fire Protection	
BY (Authorized Signature) 	DATE SIGNED(Do not type)
PRINTED NAME AND TITLE OF PERSON SIGNING Don Gordon, Assistant Deputy Director, Cooperative Fire Protection, Training & Safety	
ADDRESS P.O. Box 944246, Sacramento, CA 94244-2460	

EXHIBIT A
COOPERATIVE FIRE PROGRAMS
FIRE PROTECTION REIMBURSEMENT AGREEMENT

The project representatives during the term of this agreement will be:

CAL FIRE Unit Chief:	MMU	Local Agency:	City of Madera
Name:	Mike van Loben Sels	Name:	Arnoldo Rodriguez-City Manager
Phone:	559-675-7799	Phone:	559-661-5400
Fax:	559-673-2085	Fax:	559-674-2792

All required correspondence shall be sent through U.S. Postal Service by certified mail and directed to:

CAL FIRE Unit Chief:	Mike van Loben Sels	Local Agency:	City of Madera
Section/Unit:	MMU	Section/Unit:	City Clerk
Attention:	Matt Watson	Attention:	Alicia Gonzales
Address:	200 West Fourth Street Madera, Ca. 93637	Address:	205 West Fourth Street Madera, Ca. 93637
Phone:	559-675-7799	Phone:	559-661-5400
Fax:	559-673-2085	Fax:	559-661-2792

Send an additional copy of all correspondence to:

CAL FIRE
Cooperative Fire Services
P.O. Box 944246
Sacramento, CA 94244-2460

AUTHORIZATION

As used herein, Director shall mean Director of CAL FIRE. This agreement, its terms and conditions are authorized under the Public Resources Code Sections 4141, 4142, 4143 and 4144, as applicable.

EXHIBIT A
SCOPE OF WORK

Under Public Resources Code Section 4114 and other provisions of law, STATE maintains fire prevention and fire suppression forces including the necessary equipment, personnel, and facilities required to prevent and extinguish forest fires.

The purpose of this agreement is to provide mutually advantageous fire and emergency services through an effective consolidated organization, wherein the STATE is primarily financially responsible for protecting natural resources from vegetation fires and the LOCAL AGENCY is primarily financially responsible for protecting life and property from fires and other emergencies. The LOCAL AGENCY shall have sole authority to establish the fire protection organization and structure needed to meet the determined level of service. This level of service may be based on the LOCAL AGENCY governing board's established fiscal parameters and assessment of risks and hazards. LOCAL AGENCY personnel providing services under this agreement may include any one or a combination of the following: regular employees, persons temporarily employed and commonly known as volunteers, paid-call firefighters, or others temporarily employed to perform any emergency work or emergency service including, but not limited to fire prevention, fire suppression and emergency medical response.

To comply with the STATE's mandate for full cost recovery of goods and services provided for others, the LOCAL AGENCY shall be responsible for all STATE costs, both direct and indirect, required to execute the terms of this agreement. These costs shall include, but not be limited to: required training and associated post coverage, employee uniform and Personal Protective Equipment (PPE) costs.

1. FIRE PROTECTION SERVICES TO BE PROVIDED BY THE STATE

STATE provides a modern, full service fire protection and emergency incident management agency that provides comprehensive fire protection and other emergency incident response. STATE designs regional fire protection solutions for urban and rural communities by efficiently utilizing all emergency protection resources. Regional solutions provide the most effective method of protecting the citizens of California at local, county and state levels.

Fire protection services to be provided by STATE under this agreement shall include the following: (check boxes below that apply)

1) Emergency Fire Protection, Medical and Rescue Response: services include commercial, residential, and wildland fire protection, prevention and investigation; hazardous materials incident response; emergency vehicle extrication; hazardous conditions response (flooding, downed power lines, earthquake, terrorist incident, etc.); emergency medical and rescue response; and public service assistance. Also included are management support services that include fire department administration, training and safety, personnel, finance and logistical support.

2) Basic Life Support Services: emergency medical technician (EMT) level emergency medical response providing first aid, basic life support (BLS), airway management, administration of oxygen, bleeding control, and life support system stabilization until patients are transported to the nearest emergency care facility.

3) Advanced Life Support Services: paramedic level emergency medical response providing early advanced airway management, intravenous drug therapy, and life support system stabilization until patients are transported to the nearest emergency care facility.

4) Dispatch Services: provide fire department 9-1-1 emergency dispatch by CAL FIRE Fire/Emergency Command Center (ECC). CAL FIRE will be responsible for fire/emergency

dispatching emergency resource units covered under this agreement. The CAL FIRE ECC is staffed with a Battalion Chief, three or more Fire Captains and Communications Operators to provide 24/7 year-round coverage. There is always an officer of Captain rank or higher to serve as the shift supervisor and command officer. CAL FIRE uses an integrated Computer Aided Dispatch (CAD) system using the latest technology, to direct the closest available resources to all emergency incidents.

5) Fire Code Inspection, Prevention and Enforcement Services: CAL FIRE has staff Fire Inspectors serving under the direction of the LOCAL AGENCY Fire Marshal to provide services to the area covered by this agreement. Fire Code Enforcement will normally be available five days per week, with emergency or scheduled enforcement inspections available seven days per week. Fire Prevention and Investigation services will be provided by CAL FIRE Prevention Officers trained in arson, commercial, and wildland fire investigation. Officers are available by appointment for site visits and consultations. Officers are trained at CAL FIRE's Peace Officer Standard Training (POST) certified law enforcement training academy and they cooperate effectively with all local, state and federal law enforcement agencies.

6) Land Use/ Pre-Fire Planning Services – CAL FIRE staff will provide community land use planning, administration of Pre-Fire project work, including community outreach, development of community education programs, project quality control, maintenance of project records and submittal of progress reports, completion of required environmental documentation, acquisition of required permits and completion of other associated administrative duties.

7) Disaster planning services (listed in Exhibit E, Description of Other Services, attached hereto and made a part of this agreement)

8) Specific service descriptions and staffing coverage, by station (listed in Exhibit E, Description of Other Services, attached hereto and made a part of this agreement)

9) Extended Fire Protection Service Availability (Amador)

2. ADMINISTRATION

Under the requirements of California Public Resources Code Section 4114 and other provisions of law, STATE maintains fire prevention and firefighting services as outlined in Exhibit D, Schedule B of this agreement.

- A. Director shall select and employ a Region Chief who shall, under the direction of the Director/Chief Deputy Director, manage all aspects of fire prevention and fire protection services and forestry-related programs.
- B. Director will select and employ a Unit Chief who shall, under the supervision and direction of Director/Region Chief or a lawful representative, have charge of the organization described in Exhibit D, Schedules A, B and C included hereto and made a part of this agreement.
- C. LOCAL AGENCY shall appoint the Unit Chief as the LOCAL AGENCY Fire Chief for all Emergency Fire Protection, Medical and Rescue Response Agreements, pursuant to applicable statutory authority. The Unit Chief may delegate this responsibility to qualified staff.
- D. The Unit Chief may dispatch personnel and equipment listed in Exhibit D, Schedules A, B and C from the assigned station or location under guidelines established by LOCAL AGENCY and approved by STATE. Personnel and/or equipment listed in Exhibit D, Schedule B may be dispatched at the sole discretion of STATE.

- E. The Unit Chief shall exercise professional judgment consistent with STATE policy and his or her employment by STATE in authorizing or making any assignments to emergencies and other responses, including assignments made in response to requests for mutual aid.
- F. Except as may be otherwise provided for in this agreement, STATE shall not incur any obligation on the part of LOCAL AGENCY to pay for any labor, materials, supplies or services beyond the total set forth in the respective Exhibit D, Schedules A and C, as to the services to be rendered pursuant to each Schedule.
- G. Nothing herein shall alter or amend or be construed to alter or amend any Collective Bargaining Agreement or Memorandum of Understanding between the State of California and its employees under the State Employer-Employee Relations Act.

3. SUPPRESSION COST RECOVERY

As provided in Health and Safety Code (H&SC) Section 13009, STATE may bring an action for collection of suppression costs of any fire caused by negligence, violation of law, or failure to correct noticed fire safety violations. When using LOCAL AGENCY equipment and personnel under the terms of this agreement, STATE may, at the request of LOCAL AGENCY, bring such an action for collection of costs incurred by LOCAL AGENCY. In such a case LOCAL AGENCY appoints and designates STATE as its agent in said collection proceedings. In the event of recovery, STATE shall deduct fees and litigation costs in a proportional percentage amount based on verifiable and justifiable suppression costs for the fire at issue. These recovery costs are for services provided which are beyond the scope of those covered by the local government administrative fee.

In all such instances, STATE shall give timely notice of the possible application of H&SC Section 13009 to the representative designated by LOCAL AGENCY.

4. MUTUAL AID

When rendering mutual aid or assistance as authorized in H&SC Sections 13050 and 13054, STATE may, at the request of LOCAL AGENCY, demand payment of charges and seek reimbursement of LOCAL AGENCY costs for personnel, equipment and operating expenses as funded herein, under authority given by H&SC Sections 13051 and 13054. STATE, in seeking said reimbursement pursuant to such request of LOCAL AGENCY, shall represent LOCAL AGENCY by following the procedures set forth in H&SC Section 13052. Any recovery of LOCAL AGENCY costs, less expenses, shall be paid or credited to LOCAL AGENCY, as directed by LOCAL AGENCY.

In all such instances, STATE shall give timely notice of the possible application of H&SC Sections 13051 and 13054 to the officer designated by LOCAL AGENCY.

5. PROPERTY PURCHASE AND ACCOUNTING

LOCAL AGENCY shall be responsible for all costs associated with property required by personnel to carry out this agreement. Employee uniform costs will be assessed to the LOCAL AGENCY through the agreement billing process. Personal Protective Equipment (PPE) costs shall be the responsibility of the LOCAL AGENCY. By mutual agreement, PPE meeting the minimum specifications established by the STATE may be purchased directly by the LOCAL AGENCY. Alternately, the STATE will supply all PPE and the LOCAL AGENCY will be billed for costs incurred.

All property provided by LOCAL AGENCY and by STATE for the purpose of providing fire protection services shall be marked and accounted for by the Unit Chief in such a manner as to conform to the regulations, if any, established by the parties for the segregation, care, and use of the respective properties.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. PAYMENT FOR SERVICES

- A. LOCAL AGENCY shall pay STATE actual cost for fire protection services pursuant to this agreement an amount not to exceed that set forth in Exhibit D, Schedule A for each fiscal year. STATE shall prepare an Exhibit D, Schedule A each year, which shall be the basis for payment for the entire fiscal year for which services are provided.
- B. Any other funds designated by LOCAL AGENCY to be expended under the supervision of or for use by a Unit Chief for fire protection services shall be set forth in Exhibit D, Schedule C. This clause shall not limit the right of LOCAL AGENCY to make additional expenditures, whether under Exhibit D, Schedule C or otherwise.
- C. STATE shall invoice LOCAL AGENCY for the cost of fire protection services on a quarterly basis as follows:
- 1) For actual services rendered by STATE during the period of July 1 through September 30, by an invoice filed with LOCAL AGENCY on or after December 10.
 - 2) For actual services rendered by STATE during the period October 1 through December 31, by an invoice filed with LOCAL AGENCY on or after December 31.
 - 3) For actual services rendered by STATE during the period January 1 through March 31, by an invoice filed with LOCAL AGENCY on or after March 31.
 - 4) For the estimated cost of services during the period April 1 through June 30, by an invoice filed in advance with LOCAL AGENCY on or after March 1.
 - 5) A final statement shall be filed with LOCAL AGENCY by October 1 following the close of the fiscal year, reconciling the payments made by LOCAL AGENCY with the cost of the actual services rendered by STATE and including any other costs as provided herein, giving credit for all payments made by LOCAL AGENCY and claiming the balance due to STATE, if any, or refunding to LOCAL AGENCY the amount of any overpayment.
 - 6) All payments by LOCAL AGENCY shall be made within thirty (30) days of receipt of invoice from STATE, or within thirty (30) days after the filing dates specified above, whichever is later.
 - 7) The STATE reserves the right to adjust the frequency of billing and payment to a monthly cycle with a thirty (30) day written notice to the LOCAL AGENCY when:
 - a. The Director predicts a cash flow shortage, or
 - b. When determined by the Region Chief, after consulting with the Unit Chief and the LOCAL AGENCY Contract Administrator, that the LOCAL AGENCY may not have the financial ability to support the contract at the contract level.
- D. Invoices shall include actual or estimated costs as provided herein of salaries and employee benefits for those personnel employed, charges for operating expenses and equipment and the administrative charge in accordance with Exhibit D, Schedule A. When "contractual rates" are indicated, the rate shall be based on an average salary plus all benefits. "Contractual rates" means an all-inclusive rate established in Exhibit D, Schedule A for total costs to STATE, per specified position, for 24-hour fire protection services during the period covered.

- E. STATE shall credit the LOCAL AGENCY, or cover behind at no cost, for the costs of Non-post (e.g. Fire Marshal, Training Officer, etc.) positions and equipment assigned to STATE responsibility fires or other STATE funded emergency incidents. The STATE shall notify the LOCAL AGENCY when this occurs.

2. COST OF OPERATING AND MAINTAINING EQUIPMENT AND PROPERTY

The cost of maintaining, operating, and replacing any and all property and equipment, real or personal, furnished by the parties hereto for fire protection purposes, shall be borne by the party owning or furnishing such property or equipment unless otherwise provided for herein or by separate written agreement.

3. BUDGET CONTINGENCY CLAUSE

- A. If the LOCAL AGENCY's governing authority does not appropriate sufficient funds for the current year or any subsequent years covered under this Agreement, which results in an inability to pay the STATE for the services specified in this Agreement, the LOCAL AGENCY shall promptly notify the STATE and this Agreement will terminate pursuant to the notice periods required herein.
- B. If funding for any fiscal year is reduced or deleted by the LOCAL AGENCY for purposes of this program, the LOCAL AGENCY shall promptly notify the STATE, and the STATE shall have the option to either cancel this Agreement with no liability occurring to the STATE, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced amount, pursuant to the notice terms herein.
- C. If the STATE Budget Act does not appropriate sufficient funds to provide the services for the current year or any subsequent years covered under this Agreement, which results in an inability to provide the services specified in this Agreement to the LOCAL AGENCY, the STATE shall promptly notify the LOCAL AGENCY, and this Agreement will terminate pursuant to the notice periods required herein.
- D. If funding for any fiscal year is reduced or deleted by the STATE Budget Act for purposes of this program, the STATE shall promptly notify the LOCAL AGENCY, and the LOCAL AGENCY shall have the option to either cancel this Agreement with no liability occurring to the LOCAL AGENCY, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced services, pursuant to the notice terms herein.
- E. Notwithstanding the foregoing provisions in paragraphs A and B above, the LOCAL AGENCY shall remain responsible for payment for all services actually rendered by the STATE under this Agreement regardless of LOCAL AGENCY funding being reduced, deleted or not otherwise appropriated for this program. The LOCAL AGENCY shall promptly notify the STATE in writing of any budgetary changes that would impact this Agreement.
- F. LOCAL AGENCY and STATE agree that this Budget Contingency Clause shall not relieve or excuse either party from its obligation(s) to provide timely notice as may be required elsewhere in this Agreement.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. STATE will not commence performance until such approval has been obtained.
2. **AMENDMENT**: This agreement may be amended by mutual consent of LOCAL AGENCY and STATE. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

If during the term of this agreement LOCAL AGENCY shall desire a reduction in STATE civil service employees assigned to the organization provided for in Exhibit D, Schedule A, LOCAL AGENCY shall provide 120 days written notice of the requested reduction. Notification shall include the following: (1) The total amount of reduction; (2) The firm effective date of the reduction; and (3) The number of employees, by classification, affected by a reduction. If such notice is not provided, LOCAL AGENCY shall reimburse STATE for relocation costs incurred by STATE as a result of the reduction. Personnel reductions resulting solely from an increase in STATE employee salaries or STATE expenses occurring after signing this agreement and set forth in Exhibit D, Schedule A to this agreement shall not be subject to relocation expense reimbursement by LOCAL AGENCY.

If during the term of this agreement costs to LOCAL AGENCY set forth in any Exhibit D, Schedule A to this agreement increase and LOCAL AGENCY, in its sole discretion, determines it cannot meet such increase without reducing services provided by STATE, LOCAL AGENCY shall within one hundred twenty (120) days of receipt of such Schedule notify STATE and designate which adjustments shall be made to bring costs to the necessary level. If such designation is not received by STATE within the period specified, STATE shall reduce services in its sole discretion to permit continued operation within available funds.

3. **ASSIGNMENT**: This Agreement is not assignable by the LOCAL AGENCY either in whole or in part, without the consent of the STATE in the form of a formal written amendment.
4. **EXTENSION OF AGREEMENT**:
 - A. One year prior to the date of expiration of this agreement, LOCAL AGENCY shall give STATE written notice of whether LOCAL AGENCY will extend or enter into a new agreement with STATE for fire protection services and, if so, whether LOCAL AGENCY intends to change the level of fire protection services from that provided by this agreement. If this agreement is executed with less than one year remaining on the term of the agreement, LOCAL AGENCY shall provide this written notice at the time it signs the agreement and the one year notice requirement shall not apply.
 - B. If LOCAL AGENCY fails to provide the notice, as defined above in (A), STATE shall have the option to extend this agreement for a period of up to one year from the original termination date and to continue providing services at the same or reduced level as STATE determines would be appropriate during the extended period of this agreement. Six months prior to the date of expiration of this agreement, or any extension hereof, STATE shall give written notice to LOCAL AGENCY of any extension of this agreement and any change in the level of fire protection services STATE will provide during the extended period of this agreement. Services provided and obligations incurred by STATE during an extended period shall be accepted by LOCAL AGENCY as services and obligations under the terms of this agreement.

- C. The cost of services provided by STATE during the extended period shall be based upon the amounts that would have been charged LOCAL AGENCY during the fiscal year in which the extended period falls had the agreement been extended pursuant hereto. Payment by LOCAL AGENCY for services rendered by STATE during the extended period shall be as provided in Exhibit B, Section 1, B of this agreement.
5. **AUDIT:** STATE, including the Department of General Services and the Bureau of State Audits, and LOCAL AGENCY agree that their designated representative shall have the right to review and to copy any records and supporting documentation of the other party hereto, pertaining to the performance of this agreement. STATE and LOCAL AGENCY agree to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated, and to allow the auditor(s) of the other party access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. STATE and LOCAL AGENCY agree to a similar right to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
6. **INDEMNIFICATION:** Each party, to the extent permitted by law, agrees to indemnify, defend and save harmless the other party, its officers, agents and employees from (1) any and all claims for economic losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work services, materials or supplies to that party and (2) from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by that party, in the performance of any activities of that party under this agreement, except where such injury or damage arose from the sole negligence or willful misconduct attributable to the other party or from acts not within the scope of duties to be performed pursuant to this agreement; and (3) each party shall be responsible for any and all claims that may arise from the behavior and/or performance of its respective employees during and in the course of their employment to this cooperative agreement.
7. **DISPUTES:** LOCAL AGENCY shall select and appoint a "Contract Administrator" who shall, under the supervision and direction of LOCAL AGENCY, be available for contract resolution or policy intervention with the STATE's Region Chief when, upon determination by the designated STATE representative, the Unit Chief acting as LOCAL AGENCY's Fire Chief under this agreement faces a situation in which a decision to serve the interest of LOCAL AGENCY has the potential to conflict with STATE interest or policy. Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed of within a reasonable period of time by the LOCAL AGENCY and STATE employees normally responsible for the administration of this agreement shall be brought to the attention of the CAL FIRE Director or designee and the Chief Executive Officer (or designated representative) of the LOCAL AGENCY for joint resolution. For purposes of this provision, a "reasonable period of time" shall be ten (10) calendar days or less. STATE and LOCAL AGENCY agree to continue with the responsibilities under this Agreement during any dispute.
8. **TERMINATION FOR CAUSE/CANCELLATION:**
- A. If LOCAL AGENCY fails to remit payments in accordance with any part of this agreement, STATE may terminate this agreement and all related services upon 60 days written notice to LOCAL AGENCY. Termination of this agreement does not relieve LOCAL AGENCY from providing STATE full compensation in accordance with terms of this agreement for services actually rendered by STATE pursuant to this agreement.

B. This agreement may be cancelled at the option of either STATE or LOCAL AGENCY at any time during its term, with or without cause, on giving one year's written notice to the other party. Either LOCAL AGENCY or STATE electing to cancel this agreement shall give one year's written notice to the other party prior to cancellation.

9. **INDEPENDENT CONTRACTOR**: Unless otherwise provided in this agreement LOCAL AGENCY and the agents and employees of LOCAL AGENCY, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the STATE.

10. **NON-DISCRIMINATION CLAUSE**: During the performance of this agreement, LOCAL AGENCY shall be an equal opportunity employer and shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS) mental disability, medical condition (e.g.cancer), age (over 40), marital status, denial of family care leave, veteran status, sexual orientation, and sexual identity. LOCAL AGENCY shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. LOCAL AGENCY shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. LOCAL AGENCY shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

In addition, LOCAL AGENCY acknowledges that it has obligations relating to ethics, Equal Employment Opportunity (EEO), the Fire Fighter's Bill of Rights Act (FFBOR), and the Peace Officer's Bill of Rights Act (POBOR). LOCAL AGENCY shall ensure that its employees comply with all the legal obligations relating to these areas. LOCAL AGENCY shall ensure that its employees are provided appropriate training.

11. **TIMELINESS**: Time is of the essence in the performance of this agreement.

12. **COMPENSATION**: The consideration to be paid STATE, as provided herein, shall be in compensation for all of STATE's expenses incurred in the performance hereof, including travel, per Diem, and taxes, unless otherwise expressly so provided.

13. **GOVERNING LAW**: This agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

14. **CHILD SUPPORT COMPLIANCE ACT**: "For any Agreement in excess of \$100,000, the LOCAL AGENCY acknowledges in accordance with Public Contract Code 7110, that:

A. The LOCAL AGENCY recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

B. The LOCAL AGENCY, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."

15. **UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

16. **COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

The STATE and LOCAL AGENCY have a responsibility to comply with the provisions of the 1996 Federal Health Insurance Portability and Accountability Act (HIPAA) and the 2001 State Health Insurance Portability and Accountability Implementation Act. HIPAA provisions become applicable once the association and relationships of the health care providers are determined by the LOCAL AGENCY. It is the LOCAL AGENCY'S responsibility to determine their status as a "covered entity" and the relationships of personnel as "health care providers", "health care clearinghouse", "hybrid entities", "business associates", or "trading partners". STATE personnel assigned to fill the LOCAL AGENCY'S positions within this Agreement, and their supervisors, may fall under the requirements of HIPAA based on the LOCAL AGENCY'S status. It is the LOCAL AGENCY'S responsibility to identify, notify, train, and provide all necessary policy and procedures to the STATE personnel that fall under HIPAA requirements so that they can comply with the required security and privacy standards of the act.

17. **LIABILITY INSURANCE**

The STATE and LOCAL AGENCY shall each provide proof of insurance in a form acceptable to the other party at no cost one to the other, to cover all services provided and use of local government facilities covered by this agreement. If LOCAL AGENCY is insured and/or self-insured in whole or in part for any losses, LOCAL AGENCY shall provide a completed Certification of Self Insurance (Exhibit D, Schedule E) or certificate of insurance, executed by a duly authorized officer of LOCAL AGENCY. Upon request of LOCAL AGENCY the STATE shall provide a letter from DGS, Office Risk and Insurance Management executed by a duly authorized officer of STATE. If commercially insured in whole or in part, a certificate of such coverage executed by the insurer or its authorized representative shall be provided.

Said commercial insurance or self-insurance coverage of the LOCAL AGENCY shall include the following:

- A. Fire protection and emergency services - Any commercial insurance shall provide at least general liability for \$5,000,000 combined single limit per occurrence.
- B. Dispatch services – Any commercial insurance shall provide at least general liability for \$1,000,000 combined single limit per occurrence.
- C. The CAL FIRE, State of California, its officers, agents, employees, and servants are included as additional insured's for purposes of this contract.
- D. The STATE shall receive thirty (30) days prior written notice of any cancellation or change to the policy at the addresses listed on page 2 of this agreement.

18. **WORKERS COMPENSATION:** (only applies where local government employees/volunteers are supervised by CAL FIRE, as listed in Exhibit D Schedule C. STATE contract employees' workers compensation is included as part of the contract personnel benefit rate).

- A. Workers' Compensation and related benefits for those persons, whose use or employment is contemplated herein, shall be provided in the manner prescribed by California Labor Codes, State Interagency Agreements and other related laws, rules, insurance policies, collective bargaining agreements, and memorandums of understanding.

- B. The STATE Unit Chief administering the organization provided for in this agreement shall not use, dispatch or direct any non STATE employees, on any work which is deemed to be the responsibility of LOCAL AGENCY, unless and until LOCAL AGENCY provides for Workers' Compensation benefits at no cost to STATE. In the event STATE is held liable, in whole or in part, for the payment of any Worker's Compensation claim or award arising from the injury or death of any such worker, LOCAL AGENCY agrees to compensate STATE for the full amount of such liability.
- C. The STATE /LOCAL AGENCY shall receive proof of Worker's Compensation coverage and shall be notified of any cancellation and change of coverage at the addresses listed in Section 1.

19. **CONFLICT OF INTEREST**: LOCAL AGENCY needs to be aware of the following provisions regarding current or former state employees. If LOCAL AGENCY has any questions on the status of any person rendering services or involved with the Agreement, the STATE must be contacted immediately for clarification.

Current State Employees (Public Contract Code §10410):

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Public Contract Code §10411):

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If LOCAL AGENCY violates any provisions of above paragraphs, such action by LOCAL AGENCY shall render this Agreement void. (Public Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Public Contract Code §10430 (e))

20. **LABOR CODE/WORKERS' COMPENSATION**: LOCAL AGENCY needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and LOCAL AGENCY affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

21. **AMERICANS WITH DISABILITIES ACT**: LOCAL AGENCY assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis

of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

22. **LOCAL AGENCY NAME CHANGE**: An amendment is required to change the LOCAL AGENCY'S name as listed on this Agreement. Upon receipt of legal documentation of the name change the STATE will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
23. **RESOLUTION**: A county, city, district, or other local public body must provide the STATE with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
24. **AIR OR WATER POLLUTION VIOLATION**: Under the State laws, the LOCAL AGENCY shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
25. **AFFIRMATIVE ACTION**. STATE certifies its compliance with applicable federal and State hiring requirements for persons with disabilities, and is deemed by LOCAL AGENCY to be in compliance with the provisions of LOCAL AGENCY'S Affirmative Action Program for Vendors.
26. **DRUG AND ALCOHOL-FREE WORKPLACE**. As a material condition of this Agreement, STATE agrees that it and its employees, while performing service for LOCAL AGENCY, on LOCAL AGENCY property, or while using LOCAL AGENCY equipment, shall comply with STATE's Employee Rules of Conduct as they relate to the possession, use, or consumption of drugs and alcohol.
27. **ZERO TOLERANCE FOR FRAUDULENT CONDUCT IN LOCAL AGENCY SERVICES**. STATE shall comply with any applicable "Zero Tolerance for Fraudulent Conduct in LOCAL AGENCY Services." There shall be "Zero Tolerance" for fraud committed by contractors in the administration of LOCAL AGENCY programs and the provision of LOCAL AGENCY services. Upon proven instances of fraud committed by the STATE in connection with performance under the Agreement, the Agreement may be terminated consistent with the termination for cause/cancellation term, Exhibit C, section 8, subsection B, of Cooperative Fire Programs Fire Protection Reimbursement Agreement, LG-1, between the California Department of Forestry and Fire Protection (CAL FIRE) and the LOCAL AGENCY.
28. **CONFIDENTIAL INFORMATION**. "Confidential information" means information designated by CAL FIRE and/or the LOCAL AGENCY disclosure of which is restricted, prohibited or privileged by State and federal law. Confidential Information includes, but is not limited to, information exempt from disclosure under the California Public Records Act (Government Code Sections 6250 et seq.) Confidential Information includes but is not limited to all records as defined in Government Code section 6252 as well as verbal communication of Confidential Information. Any exchange of Confidential Information between parties shall not constitute a "waiver" of any exemption pursuant to Government Code section 6254.5

CAL FIRE and LOCAL AGENCY personnel allowed access to information designated as Confidential Information shall be limited to those persons with a demonstrable business need for such access. CAL FIRE and LOCAL AGENCY agree to provide a list of authorized personnel in writing as required by Government Code section 6254.5(e). CAL FIRE and the LOCAL

AGENCY agree to take all necessary measures to protect Confidential Information and shall impose all the requirements of this Agreement on all of their respective officers, employees and agents with regards to access to the Confidential Information. A Party to this Contract who experiences a security breach involving Confidential Information covered by this Contract, agrees to promptly notify the other Party of such breach

29. **ENTIRE AGREEMENT**: This agreement contains the whole agreement between the Parties. It cancels and supersedes any previous agreement for the same or similar services.

EXHIBIT D
ADDITIONAL PROVISIONS

EXCISE TAX: State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. STATE will pay any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this agreement. The STATE may pay any applicable sales and use tax imposed by another state.

Schedules

The following Schedules are included as part of this agreement (check boxes if they apply):

- A. Fiscal Display, PRC 4142 AND/OR PRC 4144** - STATE provided LOCAL AGENCY funded fire protection services. STATE-owned vehicles shall be operated and maintained in accordance with policies of STATE at rates listed in Exhibit D, Schedule A.
- B. STATE Funded Resource** - A listing of personnel, crews and major facilities of the STATE overlapping or adjacent to the local agency area that may form a reciprocal part of this agreement.
- C. LOCAL AGENCY Provided Local Funded Resources** - A listing of services, personnel, equipment and expenses, which are paid directly by the local agency, but which are under the supervision of the Unit Chief.
- D. LOCAL AGENCY Owned STATE Maintained Vehicles** - Vehicle information pertaining to maintenance responsibilities and procedures for local agency-owned vehicles that may be a part of the agreement.

LOCAL AGENCY-owned firefighting vehicles shall meet and be maintained to meet minimum safety standards set forth in Title 49, Code of Federal Regulations; and Titles 8 and 13, California Code of Regulations.

LOCAL AGENCY-owned vehicles that are furnished to the STATE shall be maintained and operated in accordance to LOCAL AGENCY policies. In the event LOCAL AGENCY does not have such policies, LOCAL AGENCY-owned vehicles shall be maintained and operated in accordance with STATE policies. The cost of said vehicle maintenance and operation shall be at actual cost or at rates listed in Exhibit D, Schedule D.

Exhibit D, Schedule D is incorporated into this section if LOCAL AGENCY-owned vehicles listed in Exhibit D, Schedule D are to be operated, maintained, and repaired by STATE.

LOCAL AGENCY assumes full responsibility for all liabilities associated therewith in accordance with California Vehicle Code Sections 17000, 17001 et seq. STATE employees operating LOCAL AGENCY-owned vehicles shall be deemed employees of LOCAL AGENCY, as defined in Vehicle Code Section 17000. Except where LOCAL AGENCY would have no duty to indemnify STATE under Exhibit C, Section 6 for all LOCAL AGENCY-owned vehicles operated or used by employees of STATE under this agreement.

LOCAL AGENCY employees, who are under the supervision of the Unit Chief and operating STATE-owned motor vehicles, as a part of the duties and in connection with fire protection and other emergency services, shall be deemed employees of STATE, as defined in Vehicle Code Section 17000 for acts or omissions in the use of such vehicles. Except where STATE would have no duty to indemnify LOCAL AGENCY under Exhibit C, Section 6.

- E. Certification of Insurance** - Provider Insurance Certification and/or proof of self-insurance.

Contractor Name: City of Madera

Contract No: 4CA04886

Page No.: 17

EXHIBIT D, SCHEDULE A

LOCAL FUNDED – STATE RESOURCES

FISCAL DISPLAY

PRC 4142 and 4144

NAME OF LOCAL AGENCY: City of Madera

CONTRACT NUMBER: **4CA04886**

Index: 4200

PCA: 47920

Fiscal Year: 2020/21 to 2020/21

This is Schedule A of Cooperative Agreement originally dated July 1, 2020, by and between CAL FIRE of the State of California and LOCAL AGENCY.

(See Attached)

Unit: MMU

Contract Name: City of Madera

Agreement Total	\$4,008,298
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Contract No.: 4CA04886

Page No.: 18

Fiscal Year 20/21	
PS Total	\$3,921,526
OE Total	\$86,772

TOTAL	\$4,008,298
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Fiscal Year: 2020	Unit: MMU	Sub Total	\$3,511,081	Contract Name: City of Madera
Index: 4200		Admin	\$410,445	
PCA 47920		Total	\$3,921,526	
PRC:				Contract No.: 4CA04886
Comments		Overtime Total:	\$153,392	Page No.: 19

This is a Schedule A - 4142 of the Cooperative Agreement, dated July 1, 2020 between City of Madera and The California Department of Forestry and Fire Protection (CAL FIRE)

CAL FIRE Unit Chief	Mike van Loben Sels
CAL FIRE Region Chief	Dan Johnson

Number of Positions	Classification/ad-ons (Pick From List)	RET.	Period	Salary Months	Salary Rate	Total Salary	EDWC Rate	EDWC Periods	Total EDWC	Salary Benefits	FFI UI	EDWC Benefits	Total Salary & EDWC	Total Position Cost
1	Battalion Chief (Nonsupervisory)	POF		12	\$6,639	\$79,668	\$3,656	12	\$43,872	\$74,330	\$0	\$24,147	\$222,017	\$234,537
1	Longevity Pay Differential - 7%	POF		12	\$0	\$5,577			\$0	\$5,203		\$0	\$10,780	
1	Education Incentive Pay Differential	POF		12	\$75	\$900			\$0	\$840		\$0	\$1,740	
					\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime				\$0	\$0			\$0	\$0		\$0	\$0	
4	Fire Captain, Range A	POF		12	\$5,720	\$274,560	\$3,155	12	\$151,440	\$256,164	\$0	\$83,353	\$765,517	\$809,627
4	Longevity Pay Differential - 7%	POF		12	\$0	\$19,219			\$0	\$17,932		\$0	\$37,151	
4	Education Incentive Pay Differential	POF		12	\$75	\$3,600			\$0	\$3,359		\$0	\$6,959	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime				\$0	\$0			\$0	\$0		\$0	\$0	
8	Fire Apparatus Engineer	POF		12	\$5,098	\$489,408	\$2,817	12	\$270,432	\$456,618	\$0	\$148,846	\$1,365,303	\$1,459,360
8	Longevity Pay Differential - 7%	POF		12	\$0	\$34,259			\$0	\$31,963		\$0	\$66,222	
8	Education Incentive Pay Differential	POF		12	\$75	\$7,200			\$0	\$6,718		\$0	\$13,918	
4	Hazmat Pay Differential	POF		12	\$150	\$7,200			\$0	\$6,718		\$0	\$13,918	
					\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime				\$0	\$0			\$0	\$0		\$0	\$0	
4	Fire Fighter II	POF		12	\$4,596	\$220,608	\$2,543	12	\$122,064	\$205,827	\$0	\$67,184	\$615,683	\$652,493
4	Education Incentive Pay Differential	POF		12	\$75	\$3,600			\$0	\$3,359		\$0	\$6,959	
4	Longevity Pay Differential - 7%	POF		12	\$0	\$15,443			\$0	\$14,408		\$0	\$29,850	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime				\$0	\$0			\$0	\$0		\$0	\$0	
1.5	Communications Operator, Range A	SAF		12	\$5,375	\$96,750	\$0	0	\$0	\$64,852	\$0	\$0	\$161,602	\$166,813
1.5	Night-Shift Pay Differential	SAF		12	\$173	\$3,120			\$0	\$2,091		\$0	\$5,211	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime				\$0	\$0			\$0	\$0		\$0	\$0	
0.5	Office Assistant (Typing), Range A	MIS		12	\$3,220	\$19,320	\$0	0	\$0	\$15,539	\$0	\$0	\$34,859	\$34,859
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime				\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$149,010
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
17	Overtime	POF		12	\$720	\$146,880			\$0	\$2,130		\$0	\$149,010	

Unit: MMU

Contract Name: City of Madera

Agreement Total	\$1,667,893
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Contract No.: 4CA04886

Page No.: 21

Fiscal Year 20/21	
PS Total	\$1,630,984
OE Total	\$36,908

TOTAL	\$1,667,893
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Fiscal Year: 2020	Unit: MMU	Sub Total	\$1,460,278	Contract Name: City of Madera
Index: 4200		Admin	\$170,706	
PCA: 47920		Total	\$1,630,984	
PRC:				Contract No.: 4CA04886
Comments		Overtime Total:	\$65,740	Page No.: 22

This is a Schedule A - 4142 of the Cooperative Agreement, dated July 1, 2020 between City of Madera and The California Department of Forestry and Fire Protection (CAL FIRE)

CAL FIRE Unit Chief	Mike van Loben Sels
CAL FIRE Region Chief	Dan Johnson

Number of Positions	Classification/ad-ons (Pick From List)	RET.	Period	Salary Months	Salary Rate	Total Salary	EDWC Rate	EDWC Periods	Total EDWC	Salary Benefits	FFI UI	EDWC Benefits	Total Salary & EDWC	Total Position Cost
1	Battalion Chief (Nonsupervisory)	POF		6	\$6,639	\$39,834	\$3,656	6	\$21,936	\$37,165	\$0	\$12,074	\$111,009	\$117,268
1	Longevity Pay Differential - 7%	POF		6	\$0	\$2,788			\$0	\$2,602		\$0	\$5,390	
1	Education Incentive Pay Differential	POF		6	\$75	\$450			\$0	\$420		\$0	\$870	
					\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime				\$0	\$0			\$0	\$0		\$0	\$0	
3	Fire Captain, Range A	POF		12	\$5,720	\$205,920	\$3,155	12	\$113,580	\$192,123	\$0	\$62,514	\$574,138	\$607,220
3	Longevity Pay Differential - 7%	POF		12	\$0	\$14,414			\$0	\$13,449		\$0	\$27,863	
3	Education Incentive Pay Differential	POF		12	\$75	\$2,700			\$0	\$2,519		\$0	\$5,219	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime				\$0	\$0			\$0	\$0		\$0	\$0	
1	Fire Apparatus Engineer	POF		12	\$5,098	\$61,176	\$2,817	12	\$33,804	\$57,077	\$0	\$18,606	\$170,663	\$180,680
1	Longevity Pay Differential - 7%	POF		12	\$0	\$4,282			\$0	\$3,995		\$0	\$8,278	
1	Education Incentive Pay Differential	POF		12	\$75	\$900			\$0	\$840		\$0	\$1,740	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime				\$0	\$0			\$0	\$0		\$0	\$0	
3	Fire Fighter II	POF		12	\$4,596	\$165,456	\$2,543	12	\$91,548	\$154,370	\$0	\$50,388	\$461,762	\$489,369
3	Education Incentive Pay Differential	POF		12	\$75	\$2,700			\$0	\$2,519		\$0	\$5,219	
3	Longevity Pay Differential - 7%	POF		12	\$0	\$11,582			\$0	\$10,806		\$0	\$22,388	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime				\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$61,357
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
7	Overtime	POF		12		\$60,480			\$0	\$877		\$0	\$61,357	
					\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime				\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime				\$0	\$0			\$0	\$0		\$0	\$0	

Contractor Name: City of Madera

Contract No: 4CA04886

Page No.: 24

EXHIBIT D, SCHEDULE C

LOCAL FUNDED LOCAL RESOURCES
ASSIGNED TO THE CAL FIRE UNIT

NAME OF LOCAL AGENCY:City of Madera

This is Schedule C of Cooperative Agreement originally dated July 1, 2020, by and between CAL FIRE of the State of California and LOCAL AGENCY.

FISCAL YEAR: 2020/21 to 2020/21

(See Attached)

EXHIBIT D, SCHEDULE C

**LOCAL FUNDED LOCAL RESOURCES
ASSIGNED TO THE CAL FIRE UNIT**

NAME OF LOCAL AGENCY: City of Madera

This is Schedule C of Cooperative Agreement originally dated July 1, 2020 by and between CAL FIRE of the State of California and City of Madera.

FISCAL YEAR: 2020-2021

Fire Stations:

Madera City Station 56
Madera City Station 57
Madera City Station 58

Equipment:

2-Pick up Trucks

- 2017 Ford F-250 (B10)
- 2006 Chevy 1500 (Utility7)

5-Fire Engines

- 2106 Spartan (E-56)
- 2008 Spartan (E-57)
- 1990 Spartan (E-256)
- 2009 Ferrara (E-656)
- 1983 Grumman (E-257)

1-Ladder Truck 2017 Rosenbauer 105' Aerial

1 - Portable Air Unit

EXHIBIT D, SCHEDULE E

This is Schedule E of Cooperative Agreement originally dated July 1, 2020, by and between the CAL FIRE of the State of California and LOCAL AGENCY

NAME OF LOCAL AGENCY:City of Madera

The CAL FIRE, State of California and its officers, agents, employees, and servants are included as additional insured for the purposes of this contract. The State shall receive thirty (30) days prior written notice of any cancellation or change to the policy at the addresses listed in LG1, Page 2.

FISCAL YEAR: 2020/21 to 2020/21

SELF-INSURANCE CERTIFICATION BY LOCAL AGENCY FOR TORT LIABILITY

This is to certify that LOCAL AGENCY has elected to be self-insured under the self-insurance provision provided in Exhibit C, Section 17.

By: _____	Wendy Silva
Signature	Printed Name
Human Resources Director	
_____	_____
Title	Date

SELF-INSURANCE CERTIFICATION BY LOCAL AGENCY FOR WORKER'S COMPENSATION BENEFITS

This is to certify that LOCAL AGENCY has elected to be self-insured for Workers' Compensation benefits which comply with Labor Code Section 3700 as provided in Exhibit C, Section 18.

By: _____	Wendy Silva
Signature	Printed Name
Human Resources Director	
_____	_____
Title	Date

SELF-INSURANCE CERTIFICATION BY LOCAL AGENCY FOR LOCAL AGENCY-OWNED VEHICLES

This is to certify that LOCAL AGENCY has elected to be self-insured for local agency-owned vehicles under the self-insurance provision provided in Exhibit D, Schedule D.

By: _____	Wendy Silva
Signature	Printed Name
Human Resources Director	
_____	_____
Title	Date

EXHIBIT E
DESCRIPTION OF OTHER SERVICES

FISCAL YEAR: 2020/2021

Administration:

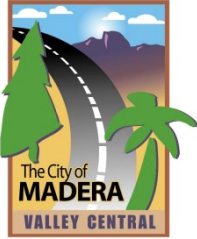
Duties and Responsibilities of the:

Madera City Fire Chief:

The Madera-Mariposa-Merced Unit Chief, acts as the Madera City Fire Chief in accordance with the California Department of Forestry & Fire Protection (CAL FIRE) Cooperative Fire Protection Agreement and is appointed by the Madera City Council to serve in that capacity. The Fire Chief serves at the direction of, and receives overall administrative policy guidance from, the City Manager. The Fire Chief provides leadership, guidance and management direction in all Fire Department activities; including personnel and administrative issues. The Fire Chief directs and is responsible for major department programs which include; performing and coordinating personnel management, organizational staffing, financing, equipment management and maintenance, communications and records, fire prevention and suppression methods, assisting in disaster preparedness, and laws, rules and regulations relating to the fire department and the control and prevention of fires.


The Fire Chief provides direction to staff in coordination of the preparation, development, and expenditures of the Schedule A and C budgets; the maintenance, repair, improvement, and replacement of equipment, fire stations, and other facilities; the inventory and requisitioning of materials, supplies, and equipment; the continuing development and utilization of a fire communications system; and the preparation of records and reports including inspections of the fire company equipment and facilities as necessary.

In an effort to improve fire protection, and because cooperative and regional fire protection assists all agencies in reducing costs, improved response times and enhanced staffing levels; the Fire Chief will work with the City Manager, and seek approval through the City Council, in the coordination and facilitation of any Automatic Aid/Mutual Aid Agreements for fire protection between Madera City, the Counties that lie contiguous to Madera City and the City Chowchilla.



REPORT TO CITY COUNCIL

Approved by: 

Daniel Foss, Department Director


Arnoldo Rodriguez, City Manager

Council Meeting of: June 17, 2020

Agenda Number: E-1

SUBJECT:

Placement of 150 Solar Streetlights Purchased through Engie Project.

RECOMMENDATION:

Approval from Council on Recommended Locations.

SUMMARY:

In May 2015, the City began working with ENGIE to help develop a comprehensive list of potential energy conservation measures and potential funding sources to enable their implementation, with the goal of conserving energy without negatively impacting the City's General and Enterprise Funds.

On October 17, 2018, the Council approved a program development agreement with ENGIE, directing City staff to collaborate with ENGIE to develop a comprehensive energy and community program to address and identify facility needs that conserve energy and result in monetary savings.

On November 6, 2019, Council approved an \$18.8 million financing agreement for energy conservation services with ENGIE Services US, Inc. Of the list of potential energy conservation projects presented, community road and safety improvements were a part of that list. The community road and safety improvement plan consist of the placement of 150 solar streetlights throughout the City. As shown on Table 1, the total price of this project is \$1,351,186 and the project funding will be allocated from the \$18.8 million ENGIE financing.

Table 1: Project Price Summary						
<i>Facility</i>	<i>Solar</i>	<i>HVAC</i>	<i>Lighting</i>	<i>EV Chargers</i>	<i>Electrical Switchgear</i>	<i>Total</i>
Streetlights	\$0	\$0	\$1,351,186	\$0	\$0	\$1,351,186

DISCUSSION:

The proposed placement of the 150 solar streetlights throughout the city are flagged in red and preexisting streetlights are identified as green dots within Figures 1 & 2. A few items worth noting:

- The flagged locations may be subject to change due to factors such as underground utilities and tree shading for panels, which may cause some of them to be moved.
 - If moved, they will remain in the same general area.
- The areas of lighting will cover local roads and will focus on older and more established parts of the community.
- Many of these locations were identified from the facilities division doing nighttime surveys and based off their knowledge of older neighborhoods where it would be difficult to install new hard-wired streetlights due to cost.
- The proposed locations were also set for various pressing reasons such as:
 - Police Department calls for service
 - Reports from residents regarding locations being too dark. For example, in Figure 2, the preexisting streetlights do not provide adequate lighting to most areas within the neighborhoods since many streetlights are located on the corners of the streets. However, in Figure 2, the proposed locations where the new streetlights will be placed will be within the roadways of some neighborhoods and will provide lighting to areas that were once too dark.

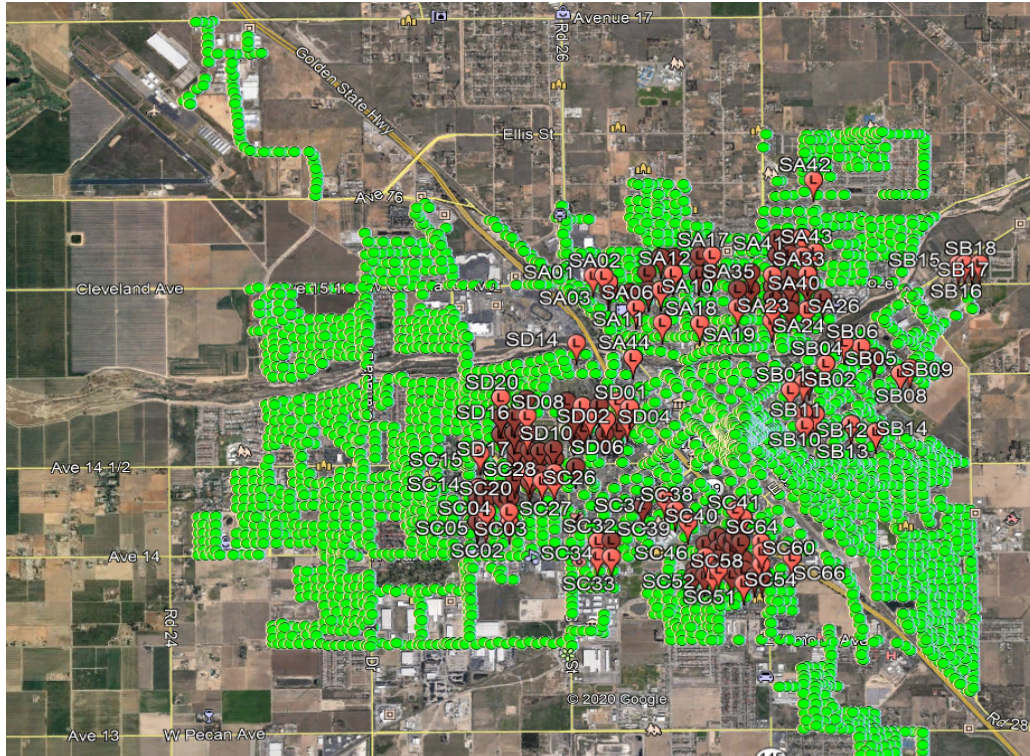


Figure 1 Proposed Streetlight Locations

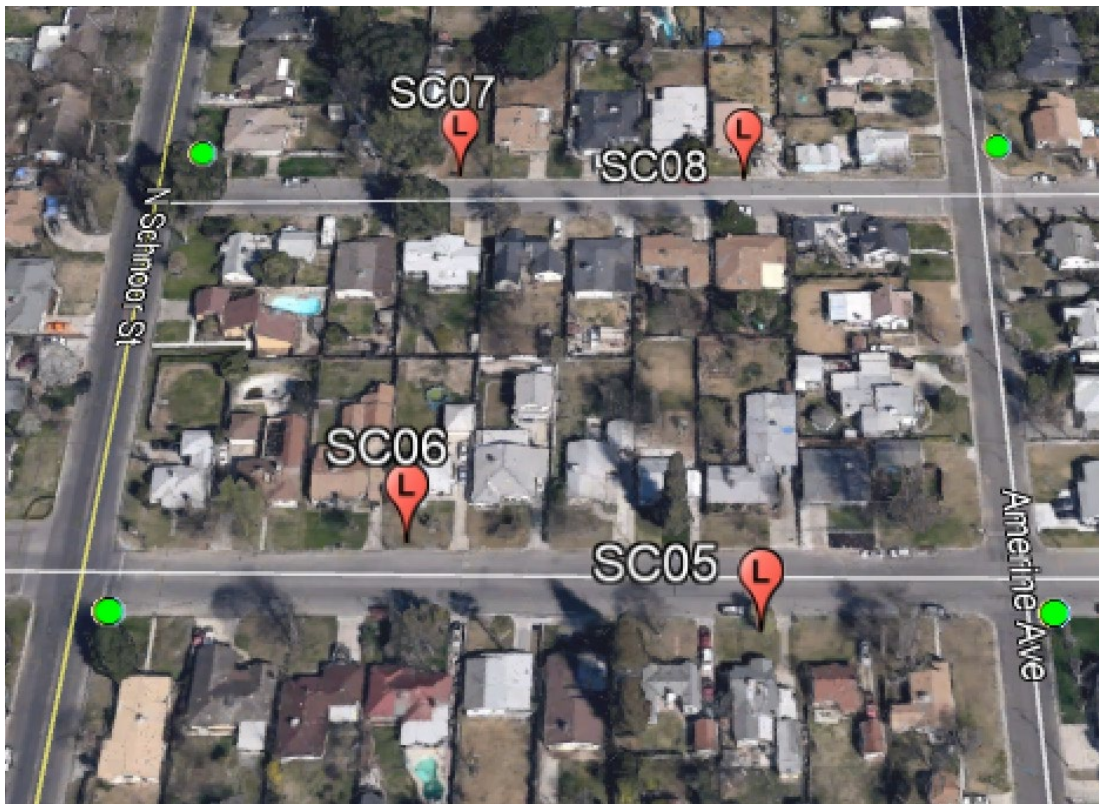


Figure 2 Proposed Streetlight Placement

FINANCIAL IMPACT:

It is estimated that a portion of the proposed financing for the \$18.8 million loan can be allocated to the City's Water Enterprise Fund, a portion to the City's Wastewater Enterprise Fund, and the balance to the City's General Fund.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The proposed project addresses both public safety and a quality environment, since the additional lighting may deter theft and other crimes, in addition to utilizing clean energy, which is favorable to the community.

ALTERNATIVES:

Potential Council alternatives include:

- Direct staff not to proceed with the project and provide a secondary list of alternative locations.

ATTACHMENTS:

None.