



REGULAR MEETING OF THE MADERA CITY COUNCIL

205 W. 4th Street, Madera, California 93637

AMENDED AGENDA

Wednesday, March 20, 2024
6:00 p.m.

Council Chambers
City Hall

The Madera City Council meetings are open to the public. This meeting will also be available for public viewing and participation through Zoom. Members of the public may also observe the live streamed meeting on the City's website at www.madera.gov/live. Members of the public may comment on agenda items at the meeting or remotely through an electronic meeting via phone by dialing (669) 900-6833 enter ID: 863 2719 6200#. Comments will also be accepted via email at citycouncilpubliccomment@madera.gov or by regular mail at 205 W. 4th Street, Madera, CA 93637.

CALL TO ORDER:

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

INVOCATION: Pastor Eddie Gallegos, Good News Ministry

PLEDGE OF ALLEGIANCE:

APPROVAL OF AGENDA:

PUBLIC COMMENT:

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

WRITTEN COMMUNICATIONS: None

- PRESENTATIONS:**
1. Proclamation Recognizing Red Cross Month
 2. Women of the Year

INTRODUCTIONS: None

A. WORKSHOP:

A-1 Budget Workshop – Current Fiscal Year Status Update (Report by Michael Lima)

B. CONSENT CALENDAR:

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

B-1 Minutes – March 6, 2024

Recommendation: Approve the City Council Minutes of March 6, 2024 (Report by Alicia Gonzales)

B-2 Informational Report on Register of Audited Demands

Recommendation: Review Register of Audited Demands Report for February 24, 2024 to March 8, 2024 (Report by Michael Lima)

B-3 Informational Report on Personnel Activity

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

B-4 City Attorney Expenditures

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

B-5 Disclosure and Waiver Regarding Concurrent Representation of Madera County Transportation Commission

Recommendation: Adopt a Resolution Approving and Authorizing the Mayor to Execute a Waiver (Report by Arnolando Rodriguez)

B-6 Motorola Service Provider Agreement

Recommendation: Adopt a Resolution Approving Service Provider Agreement, Online Terms Acknowledgement, and Cyber Addendum with Motorola Solutions, Inc. for the upgrade, implementation, service, and maintenance of Police Department communication infrastructure in the amount of \$96,902.41 with a 10% contingency to the implementation component for applicable taxes (Report by Giachino Chiaramonte)

B-7 Proclamation Supporting the Recognition of Vaisakhi as National Sikh Day

Recommendation: Adopt a Minute Order Approving a Proclamation Supporting the Recognition of Vaisakhi as National Sikh Day (Report by Alicia Gonzales)

C. PUBLIC HEARINGS:

C-1 Rezone Property Located on 119 South I Street (REZ 2023-03)

Recommendation: Waive full Reading and Introduce an Ordinance adopting determinations of Categorical Exemptions pursuant to California Environmental Quality Act (CEQA) Guidelines Sections 15303/Class 3 (New Construction or Conversions of Small Structures) and 15332/Class 32 (In-Fill Development Project) and amending the official City of Madera Zoning Map to rezone ±0.23 acres of property located at 119 South I Street (APN: 010-131-002) from the R3 (Residential, one unit per 1,800 square feet of site area) zone district to the C1 (Light Commercial) zone district (Report by Will Tackett)

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

D-1 Contract with Hinderliter, deLlamas & Associates (HdL Companies) to Provide Consulting Services for Commercial Cannabis Business Regulation, Management and Enforcement

Recommendation: Adopt a Resolution Approving an Agreement between the City of Madera and HdL Companies (Hinderliter, deLlamas & Associates) to provide Consulting Services for Commercial Cannabis Business Regulation, Management and Enforcement, and Establishing Fees for Cannabis Business Permits (Report by Will Tackett)

D-2 Authorizing Resolution for the Acceptance of the General Fund Grant for the Lions Town & Country Park Trail System Upgrades

Recommendation: Adopt a Resolution Accepting the Amount of \$1,100,000 from the General Fund Grant Administered by the California Natural Resources Agency for the Lions Town & Country Park Trail System Upgrades (Report by Joseph Hebert)

D-3 Contract Change Order for the Vernon McCullough River Trail Restoration Project

Recommendation: Adopt a Resolution Approving a Contract Change Order for the Vernon McCullough River Trail Restoration Project in the Amount of \$62,428.50 and Authorizing Additional Construction Contingencies of up to 10 percent of the Original Construction Agreement amount of \$190,116, up to an additional \$19,011.60 (Report by Joseph Hebert)

D-4 Sunrise Rotary Sports Complex Rental for 2nd Annual Kickball Tournament Event Fee Waiver Request

Recommendation: Adopt a Resolution waiving the rental fees of Sunrise Rotary Sports Complex related to the 2nd Annual Kickball Tournament by the Madera County Child Support on April 13, 2024, at an anticipated fee rental of \$300 (Report by Joseph Hebert)

D-5 Pan-American Park Rental for Cesar Chavez Day Event Fee Waiver Request

Recommendation: Adopt a Resolution Waiving the Rental Fees of Pan-American Park related to the Cesar Chavez Day hosted by the Madera Coalition for Community Justice on April 7, 2024, at an Anticipated Fee Rental of \$120 (Report by Joseph Hebert)

D-6 Contract Change Order for the McNally Park Basketball Courts Reconstruction Project

Recommendation: Adopt a Resolution Approving a Contract Change Order for the McNally Park Basketball Courts Reconstruction Project in the Amount of \$35,943.89 and Authorizing Additional Construction Contingencies of up to 5% of the Original Construction Agreement Amount of \$218,353, up to an Additional \$10,917.65 (Report by Joseph Hebert)

D-7 Contract Change Order for the Centennial Park Pool Complex Upgrades and Repairs Project

Recommendation: Adopt a Resolution Approving a Contract Change Order for the Centennial Park Pool Complex Upgrades and Repairs Project in the Amount of \$29,000 (Report by Joseph Hebert)

E. ADMINISTRATIVE REPORTS: None

F. COUNCILMEMBER REPORTS/ANNOUNCEMENTS/FUTURE AGENDA ITEMS:

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

G. CLOSED SESSION:

G-1 Conference with Legal Counsel – Pending Litigation Pursuant to Government Code Section 54956.9.

Case: City of Madera v. Jesus Lopez, Case No. MCV086188

ADJOURNMENT:

UPCOMING MEETING DATES:

- Wednesday, April 3, 2024
- Wednesday, April 17, 2024

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

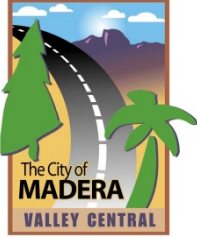
requested services. At least seventy-two (72) hours' notice prior to the meeting is requested but not required.

- Please silence or turn off cell phones and electronic devices while the meeting is in session.
 - Regular meetings of the Madera City Council are held the 1st and 3rd Wednesday of each month at 6:00 p.m. in the Council Chambers at City Hall.
 - Any writings or documents provided to a majority of the City Council within 72 hours of the meeting regarding any item on this agenda will be made available for public inspection at the City Clerk's office located at 205 W. 4th Street, Madera, CA 93637 and on the City website at www.madera.gov
 - Questions regarding the meeting agenda or conduct of the meeting, please contact the City Clerk's Office at (559) 661-5405.
 - Para asistencia en español sobre este aviso, por favor llame al (559) 661-5405.
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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 March 20, 2024, near the front entrances of City Hall and on the City's website www.madera.gov at 4:30 p.m. on March 17, 2024.



Alicia Gonzales, City Clerk



REPORT TO CITY COUNCIL

Approved by:

Michael Lima

Michael Lima, Director of Financial Services

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: March 20, 2024

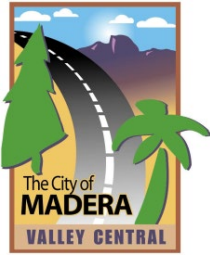
Agenda Number: A-1

SUBJECT:

Budget Workshop – Current Fiscal Year Status Update

SUMMARY:

There is no additional report for this item. The information regarding this workshop will be presented during the Council meeting.



Item:	B-1
Minutes for:	03/06/2024
Adopted:	03/20/2024

Minutes of a Regular Meeting of the Madera City Council

March 6, 2024
6:00 p.m.

Council Chambers
City Hall

The Madera City Council meetings are open to the public. This meeting will also be available for public viewing and participation through Zoom. Members of the public may also observe the live streamed meeting on the City's website at www.madera.gov/live. Members of the public may comment on agenda items at the meeting or remotely through an electronic meeting via phone by dialing (669) 900-6833 enter ID: 863 3712 2914#. Comments will also be accepted via email at citycouncilpubliccomment@madera.gov or by regular mail at 205 W. 4th Street, Madera, CA 93637.

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

ROLL CALL:

Present: Mayor Pro Tem Cece Gallegos, District 1
Councilmember Jose Rodriguez, District 2
Councilmember Steve Montes, District 3 (Arrived at 6:11 p.m.)
Councilmember Anita Evans, District 4
Councilmember Elsa Mejia, District 5
Councilmember Artemio Villegas, District 6

Absent: Mayor Santos Garcia

Others present were City Manager Arnoldo Rodriguez, City Clerk Alicia Gonzales, City Attorney Shannon L. Chaffin, Chief Building Official Rafael Magallan, City Engineer Keith Helmuth, Community Development Director Will Tackett, Director of Financial Services Michael Lima, Division Fire Chief Justin Macomb, Fire Battalion Chief Anthony Garcia, Director of Human Resources Wendy Silva, Director of Information Technology Gary Price, Director of Parks and Community Services Joseph Hebert, Chief of Police Giachino Chiamonte, Public Works Director Ismael Hernandez, Wastewater Treatment Plant Manager Gabriel Bostan, Administrative Analyst (Parks) Gabriela Salazar and Communication Specialist Joseph Carrello.

INVOCATION: Pastor Eddie Gallegos, Good News Ministry

PLEDGE OF ALLEGIANCE: Councilmember Mejia

APPROVAL OF AGENDA:

ON MOTION BY COUNCILMEMBER RODRIGUEZ AND SECONDED BY COUNCILMEMBER EVANS, THE AGENDA WAS APPROVED UNANIMOUSLY BY A 5/0 VOTE. NOES: NONE. ABSENT: MAYOR GARCIA AND COUNCILMEMBER MONTES. ABSTAIN: NONE.

PUBLIC COMMENT:

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

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

William Mask, a history professor at Madera Community College invited Council to the 3rd Annual Women in History Celebration on March 21st and to the unveiling of five (5) murals on April 5th which celebrate the Indigenous People.

City Clerk Alicia Gonzales stated two emails were received and copies were provided to Council and copies are available for the public and are located at the podium.

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

WRITTEN COMMUNICATIONS: None

PRESENTATIONS:

1. Proclamation Recognizing Women’s History Month
2. Madera County Arts Authority Update

INTRODUCTIONS: None

A. WORKSHOP: None

B. CONSENT CALENDAR:

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

ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY COUNCILMEMBER VILLEGAS, THE CONSENT CALENDAR WAS APPROVED UNANIMOUSLY BY A 6/0 VOTE. NOES: NONE. ABSENT: MAYOR GARCIA. ABSTAIN: NONE.

B-1 Minutes – February 21, 2024

Recommendation: Approve the City Council Minutes of February 21, 2024 (Report by Alicia Gonzales)

B-2 Informational Report on Register of Audited Demands

Recommendation: Review Register of Audited Demands Report for February 10, 2024 to February 23, 2024 (Report by Michael Lima)

B-3 Surplus Property Disposal

Recommendation: Adopt a Resolution declaring certain property as identified on the Surplus Property List to be surplus consistent with the City Purchasing Policy (Report by Michael Lima)

RES 24-32 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING THE DECLARATION CERTAIN PROPERTY TO BE SURPLUS AND SOLD AT AUCTION

B-4 Submission of an Application for Funding to the Energy Efficiency and Conservation Block Grant (EECBG) Voucher Program in the Amount of \$124,630

Recommendation: Adopt a Resolution Authorizing Submission of an Application to the Energy Efficiency and Conservation Block Grant (EECBG) Voucher Program (Report by Michael Lima)

RES 24-33 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR AWARD TO THE ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT PROGRAM

B-5 Adoption of Updated District Boundary to Include Property Annexed into the City

Recommendation: Waive full reading and adopt an Ordinance of the City Council of the City of Madera amending Subsection C (1) of Section 2-1.21 of the City Municipal Code to adopt revised district boundaries by title only (Report by Alicia Gonzales)

ORD 1007 C.S. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING SUBSECTION (C)(1) OF SECTION 2-1.21 OF CHAPTER 1 OF TITLE II OF THE MADERA MUNICIPAL CODE AND ADOPTING REVISED DISTRICT VOTING BOUNDARIES

B-6 First Amendment to Agreement for Medical Services with Occupational Health Centers of California

Recommendation: Adopt a Resolution Approving a First Amendment to the Medical Services Agreement with Occupational Health Centers of California (Report by Wendy Silva)

RES 24-34 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING A FIRST AMENDMENT TO THE MEDICAL SERVICES AGREEMENT WITH OCCUPATIONAL HEALTH CENTERS OF CALIFORNIA

C. PUBLIC HEARINGS: None

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

D-1 Zero Gravity Skatepark Rental for MAD SK8 JAM Event Fee Waiver Request

Recommendation: Adopt a Resolution Waiving the Rental Fees of Zero Gravity Skatepark Related to the Celebration of the MAD SK8 JAM Event on March 9, 2024, of \$425.00 (Report by Joseph Hebert)

No Public Comment was presented. Public Comment was closed.

ON MOTION BY COUNCILMEMBER EVANS AND SECONDED BY COUNCILMEMBER VILLEGAS, ITEM D-1 WAS APPROVED UNANIMOUSLY BY A 6/0 VOTE. NOES: NONE. ABSENT: MAYOR GARCIA. ABSTAIN: NONE.

RES 24-35 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA WAIVING RENTAL FEES FOR THE MAD SK8 JAM EVENT AT ZERO GRAVITY SKATEPARK IN THE AMOUNT OF \$425

E. ADMINISTRATIVE REPORTS:

E-1 Select Proclamation Recipient for the Month of April 2024

Recommendation: Request for Council’s Selection of Recipient(s) for the Proclamation Recognizing Sexual Assault Awareness Month (Report by Alicia Gonzales)

ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY COUNCILMEMBER RODRIGUEZ, ITEM E-1 SELECTING CAPMC VICTIM SERVICES TO RECEIVE THIS PROCLAMATION WAS APPROVED UNANIMOUSLY BY A 6/0 VOTE. NOES: NONE. ABSENT: MAYOR GARCIA. ABSTAIN: NONE.

E-2 Golf Course Advisory Committee Update

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

E-3 Update on the Progress of Madera Intermodal Transit Center Renovation Project

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

F. COUNCILMEMBER REPORTS/ANNOUNCEMENTS/FUTURE AGENDA ITEMS:

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

Councilmember Evans had nothing to report.

Councilmember Montes sent thoughts and prayers to the families of those involved in the Avenue 7 accident. He thanked everyone for participating in the election yesterday.

Councilmember Mejia expressed her condolences to the farmworkers families that were involved in the accident on Avenue 7 and Road 22. There was a fundraiser for the families and an estimated \$22,000 was raised for the families. Tomorrow for the 2nd time, she will be participating at Sierra Vista Elementary School “Read Across America Day”. On Saturday, she will be a part of National Woman’s Day at Madera South High School. Councilmember Mejia stated that the Measure T website was launched. There are several town meetings and workshops scheduled. There will be one in the Council Chambers on 27th.

Councilmember Rodriguez thanked Councilmember Mejia and for making people aware of Measure T. He stated that there are 74,000 registered voters but only 21% came out to vote. This week, he spoke to the Future Business Leaders of America at a high school. They would like people in government to go out and address them. He hopes some or all of Council will participate. Councilmember Rodriguez addressed City Manager Arnoldo Rodriguez stating that there used to be a Citizens Academy and maybe there could be something for youth to have an active role in making decisions.

Councilmember Villegas had nothing to report.

Mayor Pro Tem Gallegos thanked Public Works, Streets, and Parks staff for the graffiti removal. She invited everybody to the event being held on Saturday.

G. CLOSED SESSION:

G-1 Conference with Real Property Negotiator (Government Code § 54956.8)

Property: 1218 E. Cleveland Ave Space 86, Madera CA, 93638
1218 E. Cleveland Ave Space 19, Madera, CA 93638
1218 E. Cleveland Ave Space 23, Madera, CA 93638

Negotiator: Arnolando Rodriguez and Michael Lima

Negotiating Parties: The Meadows Mobile Home Park and TBD

Under Negotiation: Price and Terms of Payment

City Attorney Shannon Chaffin made the closed session announcement at 7:04 p.m. Councilmember Anita Evans recused herself from this item, stating that she is a resident at the Meadows Mobile Home Park. Mr. Chaffin, Mayor Pro Tem Gallegos, and Councilmembers Rodriguez, Montes, Mejia, and Villegas returned from Closed Session at 7:44 p.m. City Attorney announced that there was no reportable action.

ADJOURNMENT: Meeting was adjourned at 7:45 p.m.

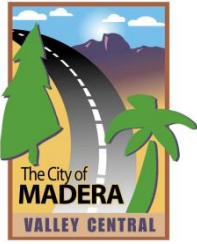
UPCOMING MEETING DATES:

- Wednesday, March 20, 2024
- Wednesday, April 3, 2024

ALICIA GONZALES, City Clerk

SANTOS GARCIA, Mayor

MINUTES PREPARED BY
ZELDA LEÓN, Deputy City Clerk



REPORT TO CITY COUNCIL

Approved by:

Michael Lima

Michael Lima, Director of Financial Services

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: March 20, 2024

Agenda Number: B-2

SUBJECT:

Informational Report on Register of Audited Demands

RECOMMENDATION:

Review Register of Audited Demands Report for February 24, 2024 to March 8, 2024.

SUMMARY:

The Register of Audited Demands for the City covering obligations paid during the period of February 24, 2024 to March 8, 2024 is summarized in the following tables. Attachment A contains Warrants while Table 2 is a summary of the wire transfers.

<i>Table 1: Warrant Distribution Summary</i>		
<i>Description</i>	<i>Check #'s</i>	<i>Amount</i>
<i>General Warrants</i>	38704 – 38805	\$3,445,611.47

<i>Table 2: Wire Transfer Summary</i>		
<i>Description</i>	<i>Vendor</i>	<i>Amount</i>
<i>Payroll and Taxes</i>	US Bank	\$642,075.62
<i>SDI</i>	EDD	\$2,732.44
<i>CalPERS Payment</i>	CalPERS	\$144,822.12

DISCUSSION:

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

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

FINANCIAL IMPACT:

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

ALTERNATIVES:

Informational only.

ATTACHMENTS:

Register of Audited Demands

CITY OF MADERA
REGISTER OF AUDITED DEMANDS FOR BANK #1 - US BANK GENERAL ACCOUNT
MARCH 20, 2024

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
38704	02/28/2024	PW ADMIN	AIRPORT OPS	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 02/24	\$ 375.65
38704	02/28/2024	PW ADMIN	CENTRAL ADMIN	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 02/24	\$ 3,977.86
38704	02/28/2024	PW ADMIN	COMM & REC	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 02/24	\$ 7,667.01
38704	02/28/2024	PW ADMIN	ENGINEERING	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 02/24	\$ 2,944.47
38704	02/28/2024	PW ADMIN	FINANCE	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 02/24	\$ 237.47
38704	02/28/2024	PW ADMIN	INTERMODAL BLDG	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 02/24	\$ 568.33
38704	02/28/2024	PW ADMIN	SEWER OPS	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 02/24	\$ 733.72
38704	02/28/2024	PW ADMIN	SOLID WASTE	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 02/24	\$ 733.72
38704	02/28/2024	PW ADMIN	TRANS - FIXED	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 02/24	\$ 948.94
38704	02/28/2024	PW ADMIN	TRANS - DAR	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 02/24	\$ 948.94
38704	02/28/2024	PW ADMIN	UB - GARBAGE	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 02/24	\$ 237.46
38704	02/28/2024	PW ADMIN	UB - SEWER	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 02/24	\$ 237.47
38704	02/28/2024	PW ADMIN	UB - WATER	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 02/24	\$ 474.92
38704	02/28/2024	PW ADMIN	WATER QUALITY CONTROL	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 02/24	\$ 237.43
38704	02/28/2024	PW ADMIN	WWTP	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 02/24	\$ 1,057.84
38704	02/28/2024	PW ADMIN	MEAS K - PD	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 02/24	\$ 636.68
38704	02/28/2024	PW ADMIN	PD OPS	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 02/24	\$ 4,618.22
38705	02/28/2024	PW ADMIN	WATER QUALITY CONTROL	MENDOZA, MARTIN	PER DIEM - 2024 CRWA EXPO	\$ 228.00
38706	02/28/2024	FLEET MAINT	FLEET MAINT	THE PAPE GROUP INC	MISC PARTS	\$ 3,588.97
38706	02/28/2024	FLEET MAINT	FLEET MAINT	THE PAPE GROUP INC	BUSHING	\$ 52.87
38707	02/28/2024	FINANCE	PROP 1B PTMISEA	STANTEC ARCHITECTURE INC.	TRANSIT CENTER CANOPY DESIGN	\$ 1,480.18
38708	02/28/2024	FINANCE	TRANS - FIXED	MV TRANSPORTATION, INC.	TRANSIT OPERATOR 01/24	\$ 103,265.04
38708	02/28/2024	FINANCE	TRANS - DAR	MV TRANSPORTATION, INC.	TRANSIT OPERATOR 01/24	\$ 70,619.18
38709	02/28/2024	CITY ADMIN	PLANNING	LOPEZ, RAMON	PER DIEM - PLANNING COMMISSIONER ACADEMY	\$ 515.62
38710	02/28/2024	HR/RISK MGT	HR/RISK MGT	ALLIANT INSURANCE SERVICES, INC.	CONSULTING SERVICES - HEALTH AND WELFARE BENEFITS	\$ 3,750.00
38711	02/28/2024	FINANCE	AIRPORT OPS	PRUDENTIAL OVERALL SUPPLY	12/23 UNIFORM SERVICES	\$ 155.15
38711	02/28/2024	FINANCE	AIRPORT OPS	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 01/24	\$ 124.12
38711	02/28/2024	FINANCE	CENTRAL ADMIN	PRUDENTIAL OVERALL SUPPLY	12/23 UNIFORM SERVICES	\$ 159.55
38711	02/28/2024	FINANCE	CENTRAL ADMIN	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 01/24	\$ 127.64
38711	02/28/2024	FINANCE	COMM & REC	PRUDENTIAL OVERALL SUPPLY	12/23 UNIFORM SERVICES	\$ 642.30
38711	02/28/2024	FINANCE	COMM & REC	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 01/24	\$ 513.84
38711	02/28/2024	FINANCE	COMPUTER MAINT	PRUDENTIAL OVERALL SUPPLY	12/23 UNIFORM SERVICES	\$ 21.65
38711	02/28/2024	FINANCE	COMPUTER MAINT	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 01/24	\$ 17.32
38711	02/28/2024	FINANCE	ENGINEERING	PRUDENTIAL OVERALL SUPPLY	12/23 UNIFORM SERVICES	\$ 116.30
38711	02/28/2024	FINANCE	ENGINEERING	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 01/24	\$ 93.04
38711	02/28/2024	FINANCE	FACILITIES MAINT	PRUDENTIAL OVERALL SUPPLY	12/23 UNIFORM SERVICES	\$ 541.10
38711	02/28/2024	FINANCE	FACILITIES MAINT	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 01/24	\$ 459.74
38711	02/28/2024	FINANCE	FLEET MAINT	PRUDENTIAL OVERALL SUPPLY	12/23 UNIFORM SERVICES	\$ 653.16
38711	02/28/2024	FINANCE	FLEET MAINT	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 01/24	\$ 481.56
38711	02/28/2024	FINANCE	PARKS	PRUDENTIAL OVERALL SUPPLY	12/23 UNIFORM SERVICES	\$ 829.05
38711	02/28/2024	FINANCE	PARKS	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 01/24	\$ 663.24
38711	02/28/2024	FINANCE	STREETS	PRUDENTIAL OVERALL SUPPLY	12/23 UNIFORM SERVICES	\$ 1,377.28

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
38711	02/28/2024	FINANCE	STREETS	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 01/24	\$ 997.53
38711	02/28/2024	FINANCE	SEWER OPS	PRUDENTIAL OVERALL SUPPLY	12/23 UNIFORM SERVICES	\$ 325.35
38711	02/28/2024	FINANCE	SEWER OPS	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 01/24	\$ 346.45
38711	02/28/2024	FINANCE	UB - WATER	PRUDENTIAL OVERALL SUPPLY	12/23 UNIFORM SERVICES	\$ 53.25
38711	02/28/2024	FINANCE	UB - WATER	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 01/24	\$ 42.60
38711	02/28/2024	FINANCE	WATER OPS	PRUDENTIAL OVERALL SUPPLY	12/23 UNIFORM SERVICES	\$ 980.13
38711	02/28/2024	FINANCE	WATER OPS	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 01/24	\$ 718.18
38711	02/28/2024	FINANCE	WATER QUALITY CONTROL	PRUDENTIAL OVERALL SUPPLY	12/23 UNIFORM SERVICES	\$ 263.40
38711	02/28/2024	FINANCE	WATER QUALITY CONTROL	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 01/24	\$ 213.63
38711	02/28/2024	FINANCE	WWTP	PRUDENTIAL OVERALL SUPPLY	12/23 UNIFORM SERVICES	\$ 1,007.04
38711	02/28/2024	FINANCE	WWTP	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 01/24	\$ 709.48
38711	02/28/2024	FINANCE	PD OPS	PRUDENTIAL OVERALL SUPPLY	12/23 UNIFORM SERVICES	\$ 159.25
38711	02/28/2024	FINANCE	PD OPS	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 01/24	\$ 127.40
38712	02/28/2024	CITY ADMIN	PLANNING	JOSE CHAVEZ	PER DIEM - PLANNING COMMISSIONER ACADEMY	\$ 515.62
38713	02/28/2024	CITY ADMIN	PLANNING	SAIM MOHAMMAD	PER DIEM - PLANNING COMMISSIONER ACADEMY	\$ 515.62
38714	02/28/2024	PW ADMIN	AIRPORT OPS	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 02/24	\$ 39.00
38714	02/28/2024	PW ADMIN	CENTRAL ADMIN	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 02/24	\$ 39.00
38714	02/28/2024	PW ADMIN	COMM & REC	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 02/24	\$ 351.00
38714	02/28/2024	PW ADMIN	ENGINEERING	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 02/24	\$ 78.00
38714	02/28/2024	PW ADMIN	FIRE	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 02/24	\$ 117.00
38714	02/28/2024	PW ADMIN	INTERMODAL BLDG	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 02/24	\$ 78.00
38714	02/28/2024	PW ADMIN	PARKS	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 02/24	\$ 39.00
38714	02/28/2024	PW ADMIN	SEWER OPS	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 02/24	\$ 19.50
38714	02/28/2024	PW ADMIN	WATER OPS	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 02/24	\$ 19.50
38714	02/28/2024	PW ADMIN	WWTP	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 02/24	\$ 39.00
38714	02/28/2024	PW ADMIN	PD OPS	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 02/24	\$ 39.00
38715	02/28/2024	ENGINEERING	MEAS K - PD	TERRA WEST CONSTRUCTION INCORPORATED	PARKING LOT - PD	\$ 139,320.33
38716	02/28/2024	FINANCE	SEWER OPS	AT&T	02/24 CALNET 3 SERVICE 9391031570	\$ 192.30
38716	02/28/2024	FINANCE	PD OPS	AT&T	02/24 CALNET 3 SERVICE 9391020514	\$ 155.55
38717	02/28/2024	FINANCE	BUILDING	AT&T	01/24 FIRSTNET SVS 287302656036	\$ 150.30
38717	02/28/2024	FINANCE	CITY CLERK	AT&T	01/24 FIRSTNET SVS 287302656036	\$ 90.14
38717	02/28/2024	FINANCE	CITY COUNCIL	AT&T	01/24 FIRSTNET SVS 287302656036	\$ 281.68
38717	02/28/2024	FINANCE	CODE ENF	AT&T	01/24 FIRSTNET SVS 287302656036	\$ 88.20
38717	02/28/2024	FINANCE	COMPUTER MAINT	AT&T	01/24 FIRSTNET SVS 287302656036	\$ 606.63
38717	02/28/2024	FINANCE	ENGINEERING	AT&T	01/24 FIRSTNET SVS 287302656036	\$ 285.71
38717	02/28/2024	FINANCE	FACILITIES MAINT	AT&T	01/24 FIRSTNET SVS 287302656036	\$ 841.44
38717	02/28/2024	FINANCE	FINANCE	AT&T	01/24 FIRSTNET SVS 287302656036	\$ 185.51
38717	02/28/2024	FINANCE	FLEET MAINT	AT&T	01/24 FIRSTNET SVS 287302656036	\$ 45.07
38717	02/28/2024	FINANCE	GRANT OVERSIGHT	AT&T	01/24 FIRSTNET SVS 287302656036	\$ 95.17
38717	02/28/2024	FINANCE	HR/RISK MGT	AT&T	01/24 FIRSTNET SVS 287302656036	\$ 90.34
38717	02/28/2024	FINANCE	PARKS	AT&T	01/24 FIRSTNET SVS 287302656036	\$ 307.86
38717	02/28/2024	FINANCE	PLANNING	AT&T	01/24 FIRSTNET SVS 287302656036	\$ 45.07
38717	02/28/2024	FINANCE	STREETS	AT&T	01/24 FIRSTNET SVS 287302656036	\$ 50.10
38717	02/28/2024	FINANCE	UB - GARBAGE	AT&T	01/24 FIRSTNET SVS 287302656036	\$ 11.26
38717	02/28/2024	FINANCE	UB - SEWER	AT&T	01/24 FIRSTNET SVS 287302656036	\$ 11.27

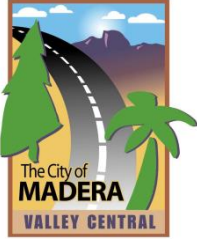
CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
38717	02/28/2024	FINANCE	UB - WATER	AT&T	01/24 FIRSTNET SVS 287302656036	\$ 22.54
38717	02/28/2024	FINANCE	WWTP	AT&T	01/24 FIRSTNET SVS 287302656036	\$ 50.10
38717	02/28/2024	FINANCE	CITY MANAGER	AT&T	01/24 FIRSTNET SVS 287302656036	\$ 90.34
38717	02/28/2024	FINANCE	PD OPS	AT&T	01/24 FIRSTNET SVS 287302965625	\$ 6,664.90
38718	02/28/2024	PW ADMIN	WATER QUALITY CONTROL	BOTWRIGHT JR., JOHN D.	PER DIEM - 2024 CRWA EXPO	\$ 228.00
38719	02/28/2024	PURCHASING	AIRPORT OPS	CANON FINANCIAL SERVICES	COPIER LEASE 10/23	\$ 74.12
38719	02/28/2024	PURCHASING	BUILDING	CANON FINANCIAL SERVICES	COPIER LEASE 10/23	\$ 101.42
38719	02/28/2024	PURCHASING	CITY CLERK	CANON FINANCIAL SERVICES	COPIER LEASE 10/23	\$ 288.90
38719	02/28/2024	PURCHASING	ENGINEERING	CANON FINANCIAL SERVICES	COPIER LEASE 10/23	\$ 1,028.52
38719	02/28/2024	PURCHASING	FINANCE	CANON FINANCIAL SERVICES	COPIER LEASE 10/23	\$ 1,313.72
38719	02/28/2024	PURCHASING	HR/RISK MGT	CANON FINANCIAL SERVICES	COPIER LEASE 10/23	\$ 389.38
38719	02/28/2024	PURCHASING	PARKS ADMIN	CANON FINANCIAL SERVICES	COPIER LEASE 10/23	\$ 595.13
38719	02/28/2024	PURCHASING	PLANNING	CANON FINANCIAL SERVICES	COPIER LEASE 10/23	\$ 343.89
38719	02/28/2024	PURCHASING	SEWER OPS	CANON FINANCIAL SERVICES	COPIER LEASE 10/23	\$ 208.39
38719	02/28/2024	PURCHASING	SOLID WASTE	CANON FINANCIAL SERVICES	COPIER LEASE 10/23	\$ 208.39
38719	02/28/2024	PURCHASING	TRANS - FIXED	CANON FINANCIAL SERVICES	COPIER LEASE 10/23	\$ 288.90
38719	02/28/2024	PURCHASING	TRANS - DAR	CANON FINANCIAL SERVICES	COPIER LEASE 10/23	\$ 288.90
38719	02/28/2024	PURCHASING	WATER OPS	CANON FINANCIAL SERVICES	COPIER LEASE 10/23	\$ 208.39
38719	02/28/2024	PURCHASING	WATER QUALITY CONTROL	CANON FINANCIAL SERVICES	COPIER LEASE 10/23	\$ 253.74
38719	02/28/2024	PURCHASING	WWTP	CANON FINANCIAL SERVICES	COPIER LEASE 10/23	\$ 304.23
38719	02/28/2024	PURCHASING	PD OPS	CANON FINANCIAL SERVICES	COPIER LEASE 10/23	\$ 314.08
38720	02/28/2024	FINANCE	COMPUTER MAINT	COMCAST	08/23 SVS 8155500320322006	\$ 88.13
38721	02/28/2024	HR/RISK MGT	HR/RISK MGT	OCCUPATIONAL HEALTH CENTERS OF CA, A MEDIC	PRE-EMPLOYMENT SERVICES	\$ 1,088.00
38722	02/28/2024	FINANCE	UB - GARBAGE	DATAPROSE, LLC	02/24 NEWSLETTER	\$ 339.09
38722	02/28/2024	FINANCE	UB - GARBAGE	DATAPROSE, LLC	10/23 NEWSLETTER	\$ 339.09
38722	02/28/2024	FINANCE	UB - GARBAGE	DATAPROSE, LLC	11/23 NEWSLETTER	\$ 339.09
38722	02/28/2024	FINANCE	UB - GARBAGE	DATAPROSE, LLC	05/23 NEWSLETTER	\$ 162.89
38722	02/28/2024	FINANCE	UB - SEWER	DATAPROSE, LLC	02/24 NEWSLETTER	\$ 339.09
38722	02/28/2024	FINANCE	UB - SEWER	DATAPROSE, LLC	10/23 NEWSLETTER	\$ 339.09
38722	02/28/2024	FINANCE	UB - SEWER	DATAPROSE, LLC	11/23 NEWSLETTER	\$ 339.09
38722	02/28/2024	FINANCE	UB - SEWER	DATAPROSE, LLC	05/23 NEWSLETTER	\$ 162.90
38722	02/28/2024	FINANCE	UB - WATER	DATAPROSE, LLC	02/24 NEWSLETTER	\$ 678.19
38722	02/28/2024	FINANCE	UB - WATER	DATAPROSE, LLC	10/23 NEWSLETTER	\$ 678.19
38722	02/28/2024	FINANCE	UB - WATER	DATAPROSE, LLC	11/23 NEWSLETTER	\$ 678.19
38722	02/28/2024	FINANCE	UB - WATER	DATAPROSE, LLC	05/23 NEWSLETTER	\$ 325.80
38723	02/28/2024	STREETS	STREETS	ENNIS TRAFFIC SAFETY SOLUTIONS	TRAFFIC PAINT	\$ 5,215.49
38724	02/28/2024	BUILDING	BUILDING	FIRE SAFETY SOLUTIONS, LLC	FIRE PROTECTION SVS 02/01/24-02/15/24	\$ 11,280.00
38725	02/28/2024	FINANCE	INTERMODAL BLDG	GUARDIAN WESTERN SWEEPING INC.	02/24 POWER SWEEPING	\$ 402.50
38725	02/28/2024	FINANCE	PARKING DIST OPS	GUARDIAN WESTERN SWEEPING INC.	02/24 POWER SWEEPING	\$ 402.50
38726	02/28/2024	CITY CLERK	CITY COUNCIL	LEAGUE OF CALIFORNIA CITIES	LOCC GENERAL MEMBERSHIP MEETING	\$ 75.00
38726	02/28/2024	CITY CLERK	CITY MANAGER	LEAGUE OF CALIFORNIA CITIES	LOCC GENERAL MEMBERSHIP MEETING	\$ 25.00
38727	02/28/2024	ENGINEERING	MEAS K - PD	MADERA TRIBUNE	REQUEST FOR BID - 6416	\$ 584.00
38727	02/28/2024	WWTP	WWTP	MADERA TRIBUNE	REQUEST FOR BID - 202324-19	\$ 328.60
38728	02/28/2024	GRANTS	TRANS - FIXED	MADERA UNIFIED SCHOOL DISTRICT	MUSD CNG FUEL - 12/23	\$ 350.56
38728	02/28/2024	GRANTS	TRANS - DAR	MADERA UNIFIED SCHOOL DISTRICT	MUSD CNG FUEL - 12/23	\$ 350.57

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38729	02/28/2024	STREETS	STREETS	SEAL RITE PAVING	ASPHALT PAVING/PATCHING	\$ 26,342.00
38730	02/28/2024	STREETS	STREETS	SEAL RITE PAVING	ASPHALT PAVING/PATCHING	\$ 12,749.10
38731	02/28/2024	WWTP	WWTP	SPARKLETTES	WWTP - LAB & DRINKING WATER	\$ 218.29
38732	02/28/2024	INFO SERVICES	COMPUTER MAINT	TYLER TECHNOLOGIES INC.	TYLER PRINTER	\$ 1,756.91
38733	02/28/2024	FINANCE	BUILDING	VERIZON WIRELESS	CITY CELL PHONE CHARGES 01/11/24-02/10/24	\$ 104.04
38733	02/28/2024	FINANCE	CITY COUNCIL	VERIZON WIRELESS	CITY CELL PHONE CHARGES 01/11/24-02/10/24	\$ 38.01
38733	02/28/2024	FINANCE	FACILITIES MAINT	VERIZON WIRELESS	CITY CELL PHONE CHARGES 01/11/24-02/10/24	\$ 52.02
38733	02/28/2024	FINANCE	FIRE	VERIZON WIRELESS	CITY CELL PHONE CHARGES 01/11/24-02/10/24	\$ 152.04
38733	02/28/2024	FINANCE	FLEET MAINT	VERIZON WIRELESS	CITY CELL PHONE CHARGES 01/11/24-02/10/24	\$ 1.67
38733	02/28/2024	FINANCE	HR/RISK MGT	VERIZON WIRELESS	CITY CELL PHONE CHARGES 01/11/24-02/10/24	\$ 38.01
38733	02/28/2024	FINANCE	PARKS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 01/11/24-02/10/24	\$ 1.67
38733	02/28/2024	FINANCE	PLANNING	VERIZON WIRELESS	CITY CELL PHONE CHARGES 01/11/24-02/10/24	\$ 52.02
38733	02/28/2024	FINANCE	STREETS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 01/11/24-02/10/24	\$ 14.40
38733	02/28/2024	FINANCE	SEWER OPS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 01/11/24-02/10/24	\$ 1.67
38733	02/28/2024	FINANCE	STREET CLEANING	VERIZON WIRELESS	CITY CELL PHONE CHARGES 01/11/24-02/10/24	\$ 1.67
38733	02/28/2024	FINANCE	WATER OPS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 01/11/24-02/10/24	\$ 144.05
38733	02/28/2024	FINANCE	WATER QUALITY CONTROL	VERIZON WIRELESS	CITY CELL PHONE CHARGES 01/11/24-02/10/24	\$ 38.01
38733	02/28/2024	FINANCE	WWTP	VERIZON WIRELESS	CITY CELL PHONE CHARGES 01/11/24-02/10/24	\$ 89.12
38733	02/28/2024	FINANCE	PD OPS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 01/11/24-02/10/24	\$ 494.35
38734	02/28/2024	CITY ADMIN	PLANNING	OTP - FINANCE	PER DIEM - PLANNING COMMISSIONER ACADEMY	\$ 515.62
38735	02/28/2024	FINANCE	PD OPS	OVERPAYMENTS	DISMISSED PK REIMB - 42317	\$ 394.00
38736	02/28/2024	PW ADMIN	WATER CONSERV	OTP- REBATES	TURF REPLACEMENT REBATE - 9923523	\$ 2,960.00
38737	02/28/2024	PARKS ADMIN	PARKS	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PICNIC AREA 1	\$ 65.00
38738	03/05/2024	FINANCE	PAYROLL TRUST	EMPLOYMENT DEVELOPMENT DEPARTMENT	EMPLOYMENT TAX FOR 03/01/24	\$ 49.01
38739	03/05/2024	ENGINEERING	DRAINAGE	2NDNATURE SOFTWARE INC	SOFTWARE RENEWAL	\$ 19,384.98
38740	03/05/2024	PARKS ADMIN	COMM & REC	J & D MANUFACTURING	STAFF SHIRTS FOR CITY PROGRAMS	\$ 1,324.98
38740	03/05/2024	PARKS ADMIN	RECREATION	J & D MANUFACTURING	STAFF SHIRTS FOR CITY PROGRAMS	\$ 1,363.95
38741	03/05/2024	INFO SERVICES	COMPUTER MAINT	DASHER TECHNOLOGIES INC.	PALO ALTO FIREWALL RENEWAL	\$ 12,494.44
38742	03/05/2024	PD OPS	PD OPS	HALL, KEN	PER DIEM - SFST INSTRUCTOR COURSE	\$ 396.75
38743	03/05/2024	ENGINEERING	WATER OPS	DAVIDS ENGINEERING, INC.	PROFESSIONAL SERVICES	\$ 422.50
38744	03/05/2024	FINANCE	AIRPORT OPS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 02/01/24-02/15/24	\$ 92.55
38744	03/05/2024	FINANCE	ANIMAL CONTROL	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 02/01/24-02/15/24	\$ 282.33
38744	03/05/2024	FINANCE	BUILDING	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 02/01/24-02/15/24	\$ 109.96
38744	03/05/2024	FINANCE	CODE ENF	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 02/01/24-02/15/24	\$ 182.67
38744	03/05/2024	FINANCE	COMPUTER MAINT	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 02/01/24-02/15/24	\$ 44.01
38744	03/05/2024	FINANCE	DRAINAGE	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 02/01/24-02/15/24	\$ 639.72
38744	03/05/2024	FINANCE	ENGINEERING	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 02/01/24-02/15/24	\$ 293.22
38744	03/05/2024	FINANCE	FACILITIES MAINT	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 02/01/24-02/15/24	\$ 333.15
38744	03/05/2024	FINANCE	FLEET MAINT	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 02/01/24-02/15/24	\$ 214.49
38744	03/05/2024	FINANCE	FLEET MOTOR POOL	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 02/01/24-02/15/24	\$ 124.75
38744	03/05/2024	FINANCE	GRAFFITI ABATE	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 02/01/24-02/15/24	\$ 1,055.16
38744	03/05/2024	FINANCE	LMD SERVICES	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 02/01/24-02/15/24	\$ 949.36
38744	03/05/2024	FINANCE	PARKS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 02/01/24-02/15/24	\$ 1,676.37
38744	03/05/2024	FINANCE	STREETS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 02/01/24-02/15/24	\$ 1,596.48
38744	03/05/2024	FINANCE	SEWER OPS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 02/01/24-02/15/24	\$ 1,446.67

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38744	03/05/2024	FINANCE	STREET CLEANING	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 02/01/24-02/15/24	\$ 2,325.14
38744	03/05/2024	FINANCE	TRANS - FIXED	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 02/01/24-02/15/24	\$ 5,181.59
38744	03/05/2024	FINANCE	TRANS - DAR	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 02/01/24-02/15/24	\$ 4,795.82
38744	03/05/2024	FINANCE	WATER OPS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 02/01/24-02/15/24	\$ 2,348.82
38744	03/05/2024	FINANCE	WATER QUALITY CONTROL	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 02/01/24-02/15/24	\$ 500.82
38744	03/05/2024	FINANCE	WWTP	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 02/01/24-02/15/24	\$ 113.04
38744	03/05/2024	FINANCE	PD OPS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 02/01/24-02/15/24	\$ 6,454.54
38744	03/05/2024	FIRE	FIRE	VAN DE POL ENTERPRISES, INC.	FUEL CDF - 02/01/24-02/15/24	\$ 406.69
38745	03/05/2024	GRANTS	CDBG PUBLIC SVC	OLIVE CHARITABLE ORGANIZATION	CDBG 23/24 - BENNET HOUSE Q 1-2	\$ 2,894.93
38746	03/05/2024	FLEET	FLEET ACQUISITION	VOGEL TRAFFIC SERVICES, INC.	EZ LINER PAINT STRIPER	\$ 233,120.00
38747	03/05/2024	CITY ADMIN	STREETS	ISMAEL HERNANDEZ	PER DIEM - 2024 PW OFFICERS INSTITUTE	\$ 45.00
38747	03/05/2024	CITY ADMIN	SEWER OPS	ISMAEL HERNANDEZ	PER DIEM - 2024 PW OFFICERS INSTITUTE	\$ 45.00
38747	03/05/2024	CITY ADMIN	WATER OPS	ISMAEL HERNANDEZ	PER DIEM - 2024 PW OFFICERS INSTITUTE	\$ 45.00
38748	03/05/2024	ENGINEERING	WATER CAPITAL OUTLAY	DEPARTMENT OF WATER RESOURCES	ENCROACHMENT PERMIT & INSPECTION FEES	\$ 2,500.00
38749	03/05/2024	CITY ADMIN	COMMUNITY PROMO	SPS MADERA GROUP INC	EE APPRECIATION BREAKFAST	\$ 5,400.00
38750	03/05/2024	ENGINEERING	WATER CAPITAL OUTLAY	UNIFIED FIELD SERVICES CORPORATION	WATER TOWER RENOVATION	\$ 610,166.00
38751	03/05/2024	UB - WATER	AFFORDABLE HOUSING	PEDAL FORWARD BIKES & ADVENTURE, LLC	BIKES FOR ESPERANZA VILLAGE	\$ 5,985.70
38752	03/05/2024	PARKS ADMIN	CDBG PUBLIC SVC	WALLACE T. AND KATHLEEN A. NISHIMOTO	CDBG - SENIORS FY 23/24	\$ 5,277.19
38753	03/05/2024	WATER QUALITY	WATER QUALITY CONTROL	DELLAVALLE LABORATORY, INC.	WEEKLY SAMPLING	\$ 1,152.00
38754	03/05/2024	HR/RISK MGT	PD OPS	ADAMS, MARK	TUITION REIMBURSEMENT	\$ 459.00
38755	03/05/2024	FINANCE	STREETS	STATE CONTROLLER'S OFFICE	ANNUAL STREET REPORT FY 22/23	\$ 2,924.91
38756	03/05/2024	FINANCE	PAYROLL TRUST	COLONIAL LIFE & ACCIDENT INSURANCE CO	#E700482-3 FOR 03/01/2024 PAYROLL	\$ 1,028.25
38757	03/05/2024	FINANCE	COMPUTER MAINT	COMCAST	03/24 SERVICE 8155500320322006	\$ 92.88
38758	03/05/2024	FINANCE	FINANCE	CMRTA	2024 MEMBERSHIP	\$ 150.00
38759	03/05/2024	FIRE	MEAS K - FIRE	DIAMOND COMMUNICATIONS	FIRE ALARM MONITORING - FIRE #58	\$ 35.00
38759	03/05/2024	GRANTS	INTERMODAL BLDG	DIAMOND COMMUNICATIONS	FIRE ALARM MONITORING - TRANSIT	\$ 80.00
38759	03/05/2024	PARKS ADMIN	COMM & REC	DIAMOND COMMUNICATIONS	SECURITY ALARM MONITORING - FBSC	\$ 213.00
38760	03/05/2024	PD OPS	MEAS K - PD	INDUSTRIAL ELECTRICAL CO.	GENERATOR MAINTENANCE - PD	\$ 1,740.86
38760	03/05/2024	PD OPS	MEAS K - PD	INDUSTRIAL ELECTRICAL CO.	GENERATOR MAINTENANCE - PD SIU	\$ 1,226.66
38761	03/05/2024	FLEET MAINT	FLEET MAINT	J'S COMMUNICATIONS	RADIO REPAIRS	\$ 687.00
38762	03/05/2024	CITY ADMIN	COMMUNITY PROMO	MADERA COUNTY	LAFCO-MADERA COUNTY FY 23/24 CONTRIBUTION	\$ 32,255.17
38763	03/05/2024	PARKS	PROP 68 GRANT	O'DELL ENGINEERING, INC.	DESIGN SVS - OLIVE PARK	\$ 9,660.40
38763	03/05/2024	PARKS ADMIN	CDBG PUB IMPR	O'DELL ENGINEERING, INC.	DESIGN SVS - MCNALLY PARK BASKETBALL COURTS	\$ 314.68
38763	03/05/2024	PARKS ADMIN	CDBG PUB IMPR	O'DELL ENGINEERING, INC.	DESIGN SVS - FBSC FENCING	\$ 1,642.88
38763	03/05/2024	PARKS ADMIN	SPECIAL LEGISLATIVE GRANT	O'DELL ENGINEERING, INC.	DESIGN SVS - LTC TRAILS	\$ 14,453.43
38764	03/05/2024	FINANCE	COMM & REC	PACIFIC GAS & ELECTRIC	02/24 SERVICE 8307681856-2	\$ 943.01
38764	03/05/2024	FINANCE	ENGINEERING	PACIFIC GAS & ELECTRIC	02/24 SERVICE 2000655655-7	\$ 1,944.87
38764	03/05/2024	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	02/24 SERVICE 1619119913-8	\$ 167.87
38764	03/05/2024	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	02/24 SERVICE 6690755760-8	\$ 113.40
38764	03/05/2024	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	02/24 SERVICE 3642526071-2	\$ 97.49
38764	03/05/2024	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	02/24 SERVICE 7949615676-5	\$ 26.85
38764	03/05/2024	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	02/24 SERVICE 8178280304-3	\$ 263.86
38764	03/05/2024	FINANCE	WATER OPS	PACIFIC GAS & ELECTRIC	02/24 SERVICE 9651992016-7	\$ 282.19
38764	03/05/2024	FINANCE	WWTP	PACIFIC GAS & ELECTRIC	02/24 SERVICE 1902328695-8	\$ 24.64
38765	03/05/2024	FACILITIES	FACILITIES MAINT	GREENSHINE NEW ENERGY INC	SOLAR ST LT BATTERIES	\$ 4,742.12

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
38766	03/05/2024	FINANCE	PAYROLL TRUST	STATE OF CALIFORNIA	FRANCHISE TAX DEDUCTIONS FOR 03/01/2024 PAYROLL	\$ 714.17
38767	03/05/2024	ENGINEERING	FAU CMAQ	TJKM TRANSPORTATION CONSULTANTS	CONSULTING SERVICES	\$ 6,032.50
38767	03/05/2024	ENGINEERING	LTF - STREETS	TJKM TRANSPORTATION CONSULTANTS	CONSULTING SERVICES	\$ 1,015.71
38767	03/05/2024	ENGINEERING	MEAS T - RTP	TJKM TRANSPORTATION CONSULTANTS	TRAFFIC IMPACT STUDY	\$ 2,195.00
38768	03/05/2024	PARKS ADMIN	COMM & REC	TK ELEVATOR CORPORATION	YC ELEVATOR MAINTENANCE	\$ 315.17
38769	03/05/2024	ENGINEERING	WATER CAPITAL OUTLAY	WEST VALLEY CONSTRUCTION CO. INC.	2023 WATER METER PROJECT	\$ 13,252.10
38769	03/05/2024	ENGINEERING	INTEGRATED REGIONAL WATER MGT	WEST VALLEY CONSTRUCTION CO. INC.	2023 WATER METER PROJECT	\$ 758,306.24
38770	03/05/2024	ENGINEERING	ENGINEERING	YAMABE & HORN ENGINEERING	MAP REVIEW - 22-110	\$ 1,447.50
38771	03/05/2024	PARKS ADMIN	SPORTS PROGRAMS	OTP- PARKS REFUNDS	ACTIVITY WITHDRAWAL REFUND	\$ 120.00
38772	03/05/2024	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - PANAM GYM	\$ 200.00
38773	03/05/2024	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - FBSC MULTI-ROOM	\$ 100.00
38774	03/05/2024	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - PANAM MULTI-ROOM	\$ 100.00
38775	03/05/2024	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - PANAM MULTI-ROOM	\$ 100.00
38776	03/05/2024	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - PANAM GYM	\$ 500.00
38777	03/05/2024	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - PANAM GYM	\$ 200.00
38778	03/05/2024	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - PANAM MULTI-ROOM	\$ 100.00
38779	03/05/2024	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9925203	\$ 15.40
38780	03/05/2024	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 52001	\$ 15.81
38781	03/05/2024	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 10000364	\$ 175.36
38782	03/05/2024	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 4457392	\$ 18.46
38783	03/05/2024	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9911622 TERM REFUND	\$ 350.09
38784	03/05/2024	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 10000990	\$ 117.24
38785	03/05/2024	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9925515	\$ 174.29
38786	03/05/2024	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9913432	\$ 22.43
38787	03/05/2024	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9923729	\$ 330.25
38788	03/05/2024	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 7468096	\$ 195.59
38789	03/05/2024	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9924642	\$ 3,524.19
38790	03/05/2024	FINANCE	WATER UTILITY	OTP- UB REFUNDS	UB TERM REFUND 6476004-501389	\$ 124.74
38791	03/05/2024	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 10000471	\$ 184.48
38792	03/05/2024	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9925524	\$ 217.75
38793	03/05/2024	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB REFUND OVERPAYMENT 9922352	\$ 137.10
38794	03/05/2024	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 8570092	\$ 63.59
38795	03/05/2024	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9917961	\$ 92.67
38796	03/05/2024	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9926432	\$ 21.31
38797	03/05/2024	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 6255039	\$ 47.48
38798	03/05/2024	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9919419	\$ 127.62
38799	03/05/2024	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 10000992	\$ 370.00
38800	03/05/2024	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 10000168	\$ 202.35
38801	03/08/2024	GRANTS	HOME PROGRAM INCOME	MEADOWS MOBILE HOME PARK	SPACE RENTAL #23	\$ 10,307.13
38802	03/08/2024	GRANTS	HOME PROGRAM INCOME	MEADOWS MOBILE HOME PARK	SPACE RENTAL #86	\$ 10,285.63
38803	03/08/2024	GRANTS	HOME PROGRAM INCOME	MEADOWS MOBILE HOME PARK	SPACE RENTAL #19	\$ 9,027.67
38804	03/08/2024	FINANCE	FINANCE	CALIFORNIA MUNICIPAL STATISTICS, INC.	DEBT STATEMENT 06/30/23	\$ 550.00
38805	03/08/2024	INFO SERVICES	COMPUTER MAINT	TYLER TECHNOLOGIES INC.	TYLER ANNUAL MAINTENANCE	\$ 7,499.00
434	02/26/2024	HR/RISK MGT	CITY CLERK	EMPLOYEE BENEFIT SPECIALISTS, INC.	BENEFIT PREMIUMS 03/24	\$ 966.00
434	02/26/2024	HR/RISK MGT	PAYROLL TRUST	EMPLOYEE BENEFIT SPECIALISTS, INC.	BENEFIT PREMIUMS 03/24	\$ 401,561.90

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
434	02/26/2024	HR/RISK MGT	PD OPS	EMPLOYEE BENEFIT SPECIALISTS, INC.	BENEFIT PREMIUMS 03/24	\$ 1,566.00
435	02/27/2024	FINANCE	PAYROLL TRUST	NAVIA BENEFIT SOLUTIONS INC	FSA SECTION 125 DISBURSEMENT 02/27/2024	\$ 781.45
436	02/29/2024	FINANCE	CFD DEBT FUND - 2006 BONDS	BANK OF NEW YORK MELLON	CFD 2006 SPECIAL TAX REF BND SERIES 2018	\$ 37,725.90
436	02/29/2024	FINANCE	SEWER FUND	BANK OF NEW YORK MELLON	2015 WASTEWATER REV REF BOND PMT	\$ 230,305.83
436	02/29/2024	FINANCE	WATER DEBT SERVICE/REV BONDS	BANK OF NEW YORK MELLON	2019 WATER REV REF BOND	\$ 318,016.41
436	02/29/2024	FINANCE	WATER DEBT SERVICE/REV BONDS	BANK OF NEW YORK MELLON	2015 WATER REV REF BOND PMT	\$ 117,380.00
437	03/01/2024	FINANCE	PAYROLL TRUST	MISSION SQUARE - 302351	PLAN #302351 CONTRIBS FOR 03/01/24 PAYROLL	\$ 30,644.34
438	03/04/2024	FINANCE	PAYROLL TRUST	NPC-ORCHARD TRUST COMPANY	PLAN #340227-01 FOR 03/01/2024	\$ 14,057.79
439	03/04/2024	FINANCE	PAYROLL TRUST	NPC-ORCHARD TRUST COMPANY	PLAN #340227-02 FOR 03/01/2024	\$ 2,705.04
BANK #1 - US BANK GENERAL ACCOUNT TOTAL						\$ 3,445,611.47



REPORT TO CITY COUNCIL

Approved by:

Wendy Silva
Wendy Silva, Director of Human Resources

Arnoldo Rodriguez
Arnoldo Rodriguez, City Manager

Council Meeting of: March 20, 2024

Agenda Number: B-3

SUBJECT:

Informational Report on Personnel Activity

RECOMMENDATION:

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

SUMMARY:

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

DISCUSSION:

The Civil Service Commission (Commission) met on March 5, 2024, and approved eligibility lists for the following positions:

- Parks Project Manager
- Senior Planner
- Public Works Maintenance Lead Worker
- Water System Lead Worker
- Public Works Equipment Operator

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

Table 1: New Hires and Re-hires				
Name	Position	Department	Status*	Effective Date
Emmanuel Molina	Park Aide	Parks & Community Services	PT	2/26/24

Table 1: New Hires and Re-hires, continued

Name	Position	Department	Status*	Effective Date
Robert Rodriguez, Jr.	Public Works Maintenance Worker II	Public Works – Safe & Clean Team	FT	2/26/24
Isabel Escobar	Intern	Community Development – Building	PT	2/26/24
Amy Alves	Administrative Assistant	Community Development – Building	FT	3/11/24
Jaron McAlister	Police Officer II	Police	FT	3/11/24
Jose De La O Mariscal	Police Officer Trainee	Police	FT	3/11/24
Tyler Aldecoa	Police Officer Trainee	Police	FT	3/11/24
Aaron Mao	Police Officer Trainee	Police	FT	3/11/24

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

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

Table 2: Promotions, Transfers, or Assignment Changes

Name	Old Position	New Position	Effective Date
Justin Manriquez	Police Officer I	Police Officer II	12/17/23
Gerardo Velasquez	Parks Worker III (out-of-class assignment)	Parks Worker II	1/27/24

The following employees separated from employment since our last report.

Table 3: Separations

Name	Position	Department	Status*	Effective Date
Christian Lopez	Program Leader I	Parks & Community Services	PT	1/18/24
Aiden Medina	Program Leader I	Parks & Community Services	PT	1/27/24

Table 3: Separations, continued

Name	Position	Department	Status*	Effective Date
Daniel Melendez	Public Works Maintenance Worker I	Public Works – Safe & Clean Team	PT	2/2/24
Johnny Rey	Park Aide	Parks & Community Services	PT	2/9/24
Lorena De Alba	Office Assistant	Parks & Community Services	PT	2/22/24
Lauren May	Public Safety Dispatcher	Police	FT	2/22/24
James Troyer	Senior Planner	Community Development – Planning	PT	2/23/24
Rene Ortiz-Carrillo	Park Aide	Parks & Community Services	PT	2/23/24
Lawrence Watson	Program Leader I	Parks & Community Services	PT	3/2/24
Maddyson Salazar	Program Leader I	Parks & Community Services	PT	3/7/24

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

FINANCIAL IMPACT:

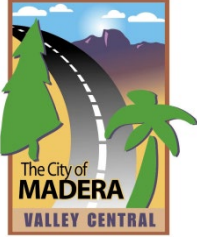
Funding for positions and employees to fill those positions is contemplated annually by the Council in the budget process. During the course of any given fiscal year, individual employees filling specific positions may change due to a number of various circumstances. All hiring and termination decisions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

ALTERNATIVES:

This report is for informational purposes only.

ATTACHMENTS:

None



REPORT TO CITY COUNCIL

Approved by:

Council Meeting of: March 20, 2024



Arnaldo Rodriguez, City Manager

Agenda Number: B-4

SUBJECT:

Informational Report on Contract City Attorney Services and Litigation Expenditures

RECOMMENDATION:

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

SUMMARY:

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

DISCUSSION:

The following information summarizes billings paid for services formerly performed by the City’s City Attorney. The information presented encompasses the invoices received from Aleshire & Wynder, LLP for the months of December 2023 and January 2024, as well as tracking of the Fiscal Year (FY) 2023/24 invoices received through a FY 2023/24 Year-to-Date (YTD) column.

Should the Council desire additional information or modifications to the format in future iterations of this report, please advise accordingly.

Firm: Aleshire & Wynder, LLP (City Attorney Services and Litigation)

Billing Periods: December 2023 and January 2024

Matter	Charges		
	December 2023	January 2024	FY 2023/2024 (YTD)
General Legal Review/Advice	\$19,485.50	\$11,598.05	\$83,964.14
City Clerk	\$0	\$0	\$117.50

Attendance at Council Meetings & Requests for Information/Research	\$0	\$0	\$2,702.50
City Manager	\$0	\$0	\$0
Review and Advice on Agreements	\$0	\$0.00	\$1,010.50
Planning	\$3,700.00	\$3,671.50	\$20,064.50
Planning Commission	\$0	\$0	\$0.00
Finance	\$0	\$2,387.00	\$6,679.00
Successor Agency	\$0	\$0	\$75.00
Public Works/Engineering	\$3,725.00	\$575.00	\$15,515.50
Police Department - General	\$1,150.00	\$319.00	\$4,019.00
Economic Development	\$0	\$0	\$0
Personnel/Payroll	\$87.00	\$145.00	\$313.50
Municipal Code Enforcement/Updates	\$1,295.50	\$31.00	\$3,470.33
Wastewater	\$450.00	\$0	\$566.00
Water	\$700.00	\$25.00	\$1,740.00
Ordinances	\$0	\$0	\$235.00
Special Projects (Montoy)	\$0	\$0	\$3,715.00
Housing	\$0	\$0	\$269.50
Cannabis	\$0	\$0	\$11,117.50
Total Advisory Services	\$18,564.92	\$18,751.55	\$155,574.47
Litigation Services			
Total Litigation Services	\$935.30	\$2,125.46	\$16,716.25
Discounted Hours	\$0	\$0	-(\$2.35)
Travel/Lodging Expenses	\$0	\$0	\$0
Shipping	\$0	\$0	\$0
Total Advisory & Litigation Services	\$31,528.30	\$20,877.01	\$172,288.37

FINANCIAL IMPACT:

For FY 2023/24, expenditures for invoices related to legal fees total \$172,288.37. This represents expenditures for specific City Attorney services. A summary of invoices received to date are summarized per the following table.

<i>Legal Invoices FY 2023/24 YTD</i>	
City Attorney Advisory Services	
Montoy Law Corporation	\$26,159.50
Aleshire and Wynder	\$129,414.97
Litigation Services (Including discounted hours, travel & shipping)	
Montoy Law Corporation	\$4,092.15
Aleshire and Wynder	\$12,621.75
Total City Attorney and Litigation Services YTD	\$172,288.37

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

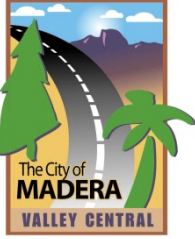
The information contained herein is not addressed by the Vision Madera 2025 plan, nor is the information in conflict with that plan.

ALTERNATIVES:

This report is for informational purposes only.

ATTACHMENTS:

None



REPORT TO CITY COUNCIL

Approved by:

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: March 20, 2024

Agenda Number: B-5

SUBJECT:

Disclosure and waiver regarding concurrent representation of Madera County Transportation Commission

RECOMMENDATION:

Adopt a resolution approving and authorizing the Mayor to execute a waiver

SUMMARY:

The City Attorney was recently appointed by the City Council. Prior to his appointment, the City Attorney disclosed that he and his Firm have also represented other public entities including the Madera County Transportation Commission (MCTC). Although there is no present conflict of interest or litigation between MCTC and the City, there remains a possibility there could be potential conflicts in the future. Out of an abundance of caution the City Attorney is proposing to recuse himself from those items for both the City and MCTC, and is seeking a waiver of any potential conflict regarding the same.

DISCUSSION:

MCTC is an independent public agency with a focus of area-wide transportation purposes. Two Councilmembers, Councilmember Rodriguez and Mayor Pro Tem Gallegos (alternate) currently represent the City as part of MCTC's Board of Directors.

Shannon Chaffin of Aleshire & Wynder, LLP, has represented MCTC for approximately seven years as its Assistant or General Counsel as-needed. After starting representation of the City, it was discovered that there could be occasional contracts between the two agencies. Upon coordinating with both the City Manager and the Executive Director for MCTC, the City Attorney is proposing to fully recuse himself from any contract or similar items, and is seeking a waiver of any potential conflict regarding the same. If any other conflict were to arise the firm would immediately notify the City Manager and seek direction. As MCTC also serves as the Regional

Transportation Planning Agency (RTPA) and the local Metropolitan Planning Organization (MPO), the waiver would also apply to those agencies.

This consent will not waive any protection that the City may have with regard to attorney-client communications with us in matters in which the City Attorney and his firm represent the City. Those communications will remain confidential and will not be disclosed to any third party without the City's consent.

FINANCIAL IMPACT:

There is no fiscal impact approving the waiver.

ALTERNATIVES:

An alternative is to continue the item to seek the advice of independent legal counsel regarding the requested waiver and consent.

Another alternative is to not approve the waiver. This may require the City Attorney to cease representation of one of the parties at some future date.

ATTACHMENTS:

1. Resolution authorizing waiver
2. Correspondence from Aleshire & Wynder dated March 12, 2024

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A
WAIVER (ALESHIRE & WYNDER, LLP)**

WHEREAS, the City Attorney, Aleshire & Wynder, LLP (“Firm”), was recently appointed by the City Council; and

WHEREAS, prior to his appointment, the City Attorney disclosed that he and his Firm have also represented other public entities including the Madera County Transportation Commission, and the agencies it serves as, which include the Regional Transportation Planning Agency (“RTPA”) and the local Metropolitan Planning Organization (“MPO”) (collectively “MCTC”); and

WHEREAS, although there is no present conflict of interest or litigation between MCTC and the City, there remains a possibility there could be potential conflicts in the future. As such, out of an abundance of caution the City Attorney is proposing to recuse himself from those items for both the City and MCTC, and is seeking a waiver of any potential conflict regarding the same; and

WHEREAS, said consent will not waive any protection that the City may have with regard to attorney-client communications with us in matters in which the City Attorney represents the City, which will remain confidential and will not be disclosed to any third party without the City’s consent; and

WHEREAS, after receiving written disclosure and having been informed regarding the same, the City Council now desires to approve a conflict waiver as presented and authorize the Mayor to execute the same.

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

1. The above recitals are true and correct.
2. The City Council approves the request for a conflict waiver regarding MCTC as presented, and authorizes the Mayor to execute the same on behalf of the City.
3. This resolution is effective immediately upon adoption.

* * * * *

March 12, 2024

VIA E-MAIL

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

E-Mail: arodriguez@madera.gov

Re: Conflicts Waiver – Informed Written Consent to Representation of Other Aleshire & Wynder Clients

Dear Mr. Rodriguez:

The City of Madera recently retained Aleshire and Wynder, LLP (Firm) to provide legal services to the City as the City Attorney.

As you know, the Firm has also provided general legal services to the Madera County Transportation Commission (MCTC) for many years. This also includes MCTC in its capacity as the Regional Transportation Planning Agency (RTPA) and the local Metropolitan Planning Organization (MPO). City is in MCTC's service area.

At no time has our Firm ever advised MCTC on matters directly against the City. In fact, two City Council Councilmembers, Councilmember Rodriguez and Mayor Pro Tem Gallegos (alternate), currently represent the City as part of MCTC's Board of Directors.

Although there is no present conflict of interest or litigation between MCTC and the City, there could be the potential for a conflict in the future. This letter seeks to obtain the City's consent to the Firm's continued representation of the City and MCTC.

RULES OF PROFESSIONAL CONDUCT

This information is provided in context with Rule 1.7 of the California State Bar Rules of Professional Conduct. This Rule states:

Rule 1.7 Conflict of Interest: Current Clients (Rule Approved by the Supreme Court, Effective November 1, 2018)

(a) A lawyer shall not, without informed written consent from each client and compliance with paragraph (d), represent a client if the representation is directly adverse to another client in the same or a separate matter.

(b) A lawyer shall not, without informed written consent from each affected client and compliance with paragraph (d), represent a client if there is a significant risk the lawyer's representation of the client will be materially limited by the lawyer's responsibilities to or relationships with another client, a former client or a third person, or by the lawyer's own interests.

(c) Even when a significant risk requiring a lawyer to comply with paragraph (b) is not present, a lawyer shall not represent a client without written disclosure of the relationship to the client and compliance with paragraph (d) where: (1) the lawyer has, or knows that another lawyer in the lawyer's firm has, a legal, business, financial, professional, or personal relationship with or responsibility to a party or witness in the same matter; or (2) the lawyer knows or reasonably should know* that another party's lawyer is a spouse, parent, child, or sibling of the lawyer, lives with the lawyer, is a client of the lawyer or another lawyer in the lawyer's firm, or has an intimate personal relationship with the lawyer.*

(d) Representation is permitted under this rule only if the lawyer complies with paragraphs (a), (b), and (c), and: (1) the lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client; (2) the representation is not prohibited by law; and (3) the representation does not involve the assertion of a claim by one client against another client represented by the lawyer in the same litigation or other proceeding before a tribunal. (e) For purposes of this rule, "matter" includes any judicial or other proceeding, application, request for a ruling or other determination, contract, transaction, claim, controversy, investigation, charge, accusation, arrest, or other deliberation, decision, or action that is focused on the interests of specific persons, or a discrete and identifiable class of persons.*

SCOPE OF REPRESENTATION

Although there is no present conflict of interest or litigation between MCTC and the City, we are writing to describe to you potential conflicts that could arise in the future. Of course, if any such conflict were to arise we would immediately notify you and seek direction.

There are a number of conflicts that could arise between the City and MCTC. For example, circumstances in which a potential conflict could arise include agreements. Among others, each year the City and MCTC have entered into a Master Agreement for the allocation of the Regional Surface Transportation Program (RSTP) Exchange Funding. Additionally, for years there have been agreements between MCTC and the City to apply for the REAP 1.0 Grants Program and the

March 12, 2024

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authorizing application for, and City receipt of, REAP Program funds. While our Firm has not advised MCTC on these agreements, and these agreements are apparently a routine, “standard” document that provides for the administration of certain funds, etc., there is still the potential for future disagreement or conflicts regarding these items. Likewise, while both the City and MCTC have previously been supportive of the renewal of Measure T, either entity could potentially decide to oppose the same, which could potentially result in litigation. Further, there may be disputes over disagreements regarding transportation projects between the parties. If this conflict were to rise to the level of litigation against one another, the City and MCTC would each be represented by outside litigation counsel in those disputes in lieu of our Firm engaging in a conflict of interest. This would mitigate the risks of dual representation. Otherwise, dual representation could create a risk that a firm may be tempted to favor the interests of one client over the other; the exercise of independent judgment to one client may be impaired or clouded by a relationship with the others; a firm may not be able to present the appropriate position, claims or defense for a client in order to avoid taking adverse positions to the other client; and a firm may be restricted from forcefully advocating a client’s position for fear of alienating the other client.

However, we believe having outside counsel handle any government claims or litigation that might arise between MCTC and the City mitigates these risks, as does recusal from advising either party regarding agreements with the other. If such a dispute were to arise, the Firm would institute an ethical screen so that MCTC counsel never discusses this matter with the City’s counsel (in person, by phone or video, electronically or in writing) and outside counsel would handle such litigation and advice concerning such litigation.

YOUR CONSENT

If you are in agreement with this arrangement, please sign this consent letter. It is understood that this consent will not waive any protection that you may have regarding attorney-client communications with us. Those communications will be confidential and will not be disclosed to any third party without your consent.

Though we cannot predict every potential conflict that could arise, we believe we have provided you a sufficiently detailed description to obtain informed written consent. However, if you believe that there is any other information that needs to be disclosed before such consent can be granted, please let us know immediately.

In the event that circumstances change or we become aware of new information that requires a new consent from the parties, you will be notified of that fact immediately, and continued representation will be subject to the informed written consent of involved parties.

You are entitled to and should consider obtaining an independent legal opinion regarding the advisability of signing this consent.

March 12, 2024

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Your execution of this consent form will constitute an acknowledgment of full disclosure in compliance with the requirements of Rule 1.7 and 1.9 of the California Rules of Professional Conduct.

If you have any questions, please do not hesitate to call.

Very truly yours,

ALESHIRE & WYNDER, LLP



Shannon L. Chaffin
Partner

CONSENT

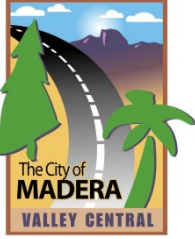
By this letter, Aleshire & Wynder, LLP has explained the existing and/or reasonably foreseeable potential risks and conflict(s) of interest in the above referenced matter(s), and has informed me of the possible consequences of this representation and these conflicts. The City understands that has the right to and have been encouraged to consult with independent counsel before signing this consent, and acknowledges that it has been given sufficient time to do so. I have been authorized to hereby consent and agree to the terms described in this conflict waiver letter on behalf of the City.

AGREED AND ACCEPTED

CITY OF MADERA

By: _____
Santos Garcia, Mayor

Dated: _____



REPORT TO CITY COUNCIL

Approved by:

Giachino Chiamonte
Giachino Chiamonte, Chief of Police

Arnoldo Rodriguez
Arnoldo Rodriguez, City Manager

Council Meeting of: March 20, 2024

Agenda Number: B-6

SUBJECT:

Motorola Service Provider Agreement

RECOMMENDATION:

Adopt a Resolution Approving Service Provider Agreement, Online Terms Acknowledgement, and Cyber Addendum with Motorola Solutions, Inc. for the upgrade, implementation, service, and maintenance of Police Department communication infrastructure in the amount of \$96,902.41 with a 10% contingency to the implementation component for applicable taxes.

SUMMARY:

It is routine for the City to enter into an agreement with a local authorized Motorola third-party dealer for 24/7 on-site technical support. However, during the most recent contract negotiations with the third-party dealer, staff were advised Motorola would no longer be authorizing service agreements with third-party affiliates. Upon discovery, Motorola proposed contract language to which both parties have found agreement on for the service and maintenance of emergency communication equipment. In addition to the annual service agreement, the system requires an implementation plan and upgrade.

DISCUSSION:

The Police Department utilizes specialty 911 dispatch and communications equipment to efficiently operate the department's communication center. The infrastructure involves various complex components that require routine maintenance and support. A few critical components of infrastructure include radio and 911 call handling servers, dispatch radio and 911 consoles, and various radio antennas found across the city.

At Motorola's discretion, the City cannot enter into an agreement with a third-party affiliate for maintenance contracts. To maintain its communication infrastructure, the City is required to enter into an agreement directly with Motorola that includes a system upgrade and an annual

service agreement. The upgrade and annual service agreement bolster the City’s emergency communication capabilities, ensuring staff have the tools to respond efficiently in critical situations.

Implementation and System Upgrade

The City’s system is due for an upgrade. Motorola’s system upgrade include:

- Software release updates
- Hardware updates
- Professional implementation services

These updates maintain reliable network operations and cybersecurity protection. In addition, they keep the system compatible with expansion elements and new products or features.

Typically, the system upgrade would be a separate agreement since it represents a distinct service. However, to streamline the process, Motorola has combined the system upgrade agreement with the City’s annual service agreement. The City will not be responsible for purchasing the system upgrade agreement next Fiscal Year as it is carried out over a two-year period.

Annual Service and Maintenance

The service agreement will be delivered on an annual basis. The agreement provides remote technical support, hardware repair and replacement, security updates, on-site support, and preventative maintenance. The process for reporting issues is seamless for our staff, as Motorola has an online ticketing system that allows for quick solutions or the dispatching of professional personnel to solve larger concerns requiring on-site repair.

In contrast with the system upgrade, the annual service agreement must be renewed on an annual basis. Staff recommends the City Council (Council) authorize the City Manager to renew the agreement for up to three additional years, not to exceed a \$25,000 increase over the three years, and with the approval of the City Attorney. This action allows the City’s emergency communication infrastructure to maintain a high level of workability without disruption.

FINANCIAL IMPACT:

Each component of the agreement has its own cost associated with the specific service. Table 1 provides a breakdown of these costs.

Table 1: Breakdown of Motorola Agreement	
Annual Service Agreement	\$47,013.42
Implementation and Equipment (equipment subject to taxes)	\$25,918.30
System Upgrade	\$23,970.97
Total this fiscal year	\$96,902.41

The system upgrade includes equipment replacements that are subject to state and local taxes. Staff recommends incorporating a 10% contingency to the implementation component of the system upgrade to cover applicable taxes. The contingency value is not reflected in the table above.

Staff could not have anticipated the change in Motorola's business model and therefore did not include the agreement cost in the budget. Measure K will absorb the cost of the annual service agreement and system upgrade. Staff will be able to properly allocate funds for the annual service agreement in the next budget cycle.

ALTERNATIVES:

The Council may refuse to enter into an agreement with Motorola. However, without an annual service agreement, the City would be in dire condition as critical communication tools would be susceptible to failure and security concerns. Alternatively, the Council can direct staff to continue negotiations with Motorola relating to service and/or cost. Furthermore, Council may request staff return with additional information regarding service coverage or any other component of the agreement.

ATTACHMENTS:

1. Resolution – Approving Motorola Service Agreement
 - a. Exhibit A: Service Agreement
 - i. Cybersecurity Online Terms Acknowledgement
 - b. Exhibit B: Cyber Subscription Renewals and Integrations Addendum
 - c. Exhibit C: Additional Information
 - i. Service agreement informational document
 - ii. System upgrade informational document

RESOLUTION NO. 24-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA
APPROVING SERVICE PROVIDER AGREEMENT, CYBERSECURITY ONLINE
TERMS ACKNOWLEDGEMENT, AND CYBER SUBSCRIPTION RENEWALS
AND INTEGRATIONS ADDENDUM WITH MOTOROLA SOLUTIONS, INC.
FOR THE UPGRADE, IMPLEMENTATION, SERVICE, AND MAINTENANCE OF
POLICE DEPARTMENT COMMUNICATION INFRASTRUCTURE IN THE
AMOUNT OF \$96,902.41 WITH A 10% CONTINGENCY TO THE
IMPLEMENTATION COMPONENT**

WHEREAS, the Police Department operates critical emergency communication equipment for the health and safety of the community; and

WHEREAS, the City's emergency communication infrastructure requires 24/7 technical support, maintenance, and repair; and

WHEREAS, the City must enter an agreement with Motorola for maintenance and service of communication equipment in the amount of \$96,902.41 with a 10% contingency to the implementation component for applicable taxes; and

WHEREAS, the City Manager is authorized to sign the agreement this year and for three additional years, not to exceed a \$25,000 increase over the three years.

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 Motorola service provider agreement, inclusive of the Cybersecurity Online Terms Acknowledgement, in the amount of \$96,902.41, with a 10% contingency to the implementation component, attached as Exhibit A and incorporated herein, is approved.
3. The Motorola Cyber Subscription Renewals and Integrations Addendum, a copy of which is attached hereto as Exhibit B and incorporated herein, is approved.
4. The City Manager is authorized to execute the agreement this year and for three additional years, not to exceed a \$25,000 increase over three years, and with the approval of the City Attorney as to legal form.
5. This resolution is effective immediately upon adoption.

* * * * *

EXHIBIT A



SERVICE AGREEMENT

500 W Monroe Street
 Chicago, IL. 60661
 (888) 325-9336

Quote Number : QUOTE-2347986
 Contract Number: USC000853575
 Contract Modifier:

Date:09/25/2023

Company Name: MADERA, CITY OF
Attn:
Billing Address: 205 W FOURTH ST
City, State, Zip: MADERA , CA, 93638
Customer Contact: ARI ADAMS
Phone: 559-395-5162

Required P.O. :
 PO # :
 Customer # :1000419813
 Bill to Tag # :
 Contract Start Date :01-Nov-2023
 Contract End Date :31-Oct-2024
 Payment Cycle :ANNUALLY

Qty	Service Name	Service Description	Extended Amt
		ASTRO SUA II UO IMPLEMENTATION SERVICES CC	\$0.00
	LSV01S01107A	ASTRO SYSTEM ESSENTIAL PLUS PACKAGE	\$47,013.14
	SSV01S01625A	ASTRO SYSTEM UPGRADE AGREEMENT II CC	\$25,918.30
	SSV01S01629A	ASTRO SUA II FIELD IMPLEMENTATION SVC CC	\$23,970.97
		Subtotal - Recurring Services	\$8,075.20
		Subtotal - One-Time Event Services	\$0.00
		Total	\$96,902.41
THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA			

01425.0010/967090.1 SPECIAL INSTRUCTIONS:

Master, Dispatch & 2 RF Sites

Essential Plus Package Includes: Technical Support, Infrastructure Hardware Repair with Advanced Replacement, Security Update Service, Dispatch, On-site Infrastructure Response Standard, Annual Preventive Maintenance



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-2347986
Contract Number: USC000853575
Contract Modifier:

Cyber Services / Opt-In Acknowledgement Section:

Note: This section is to be completed by the CSM, in conjunction and cooperation with Customer during dialog.

	Opt-In: Service Included in this Contract?	*Service Opt-Out?	** Not Applicable (add reason code)
Security Update Service (SUS)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	# _____
Remote Security Update Service (RSUS)	<input type="checkbox"/>	<input type="checkbox"/>	# <u>3</u> _____
Managed Detection and Response (MDR)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	# _____

* Service Opt-out - I have received a briefing on this service and choose not to subscribe.

** If Selecting "Not Applicable", please consider the following, and enter reason code:

- 1----- Infrastructure / Product / Release Not Supported
- 2----- Tenant or User Restrictions
- 3----- Customer Purchased / Existing Service(s)

I have received Applicable Statements of Work which describe the Services and cybersecurity services provided on this Agreement. Motorola's Terms and Conditions, including the Cybersecurity Online Terms Acknowledgement, are attached hereto and incorporate the Cyber Addendum (available at https://www.motorolasolutions.com/en_us/managed-support-services/cybersecurity.html) by reference. By signing below Customer acknowledges these terms and conditions govern all Services under this Service Agreement.

AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
<i>Laura O'Brien</i>	CSM	3/13/24
MOTOROLA REPRESENTATIVE(SIGNATURE)	TITLE	DATE



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-2347986
Contract Number: USC000853575
Contract Modifier:

LAURA O'Brien

224-775-8254

MOTOROLA REPRESENTATIVE(PRINT NAME)

PHONE

Company Name : MADERA, CITY OF

Contract Number : USC000853575

Contract Modifier :

Contract Start Date : 01-Nov-2023

Contract End Date : 31-Oct-2024



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-2347986
Contract Number: USC000853575
Contract Modifier:

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2 If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3 If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4 All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5 Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6 If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7 Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this.

Section 5. EXCLUDED SERVICES

5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

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(888) 325-9336

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Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is—required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date.

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices for valid charges as defined in this service agreement or ordering document as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2 Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement.



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ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1 Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2 Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3 This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1 If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2 This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3 Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Madera, State of California, or any other appropriate court in such county, and Motorola covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Eastern District of California, in the County of Fresno, State of California.



SERVICE AGREEMENT

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Chicago, IL. 60661
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17.4 Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.5 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.6 Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.7 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.8 THIS AGREEMENT MAY BE RENEWED ON ITS ANNIVERSARY DATE UPON APPROVAL BY THE CITY COUNCIL. RENEWAL WILL BE REVIEWED AND APPROVED ON A YEAR-TO-YEAR BASIS. At the anniversary date, Motorola may adjust the price of the Services and provide written notice no less than sixty (60) days prior to said price increase.

17.9 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.10 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised Sept 03, 2022



SERVICE AGREEMENT

500 W Monroe Street
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(888) 325-9336

Quote Number : QUOTE-2347986
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Contract Modifier:

Cybersecurity Online Terms Acknowledgement

This Cybersecurity Online Terms Acknowledgement (this "Acknowledgement") is entered into between Motorola Solutions, Inc. ("Motorola") and the entity set forth in the signature block below ("Customer").

1. Applicability and Self Deletion. This Cybersecurity Online Terms Acknowledgement applies to the extent cybersecurity products and services, including Remote Security Update Service, Security Update Service, and Managed Detection & Response subscription services, are purchased by or otherwise provided to Customer, including through bundled or integrated offerings or otherwise.

NOTE: This Acknowledgement is self deleting if not applicable under this Section 1.

2. Online Terms Acknowledgement. The Parties acknowledge and agree that the terms of the *Cyber Subscription Renewals and Integrations Addendum* available at <http://www.motorolasolutions.com/cyber-renewals-integrations> are incorporated in and form part of the Parties' agreement as it relates to any cybersecurity products or services sold or provided to Customer. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth and linked on-line in this Acknowledgement. To the extent Customer is unable to access the above referenced online terms for any reason, Customer may request a paper copy from Motorola. The signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement and referenced online terms.

3. Entire Agreement. This Acknowledgement supplements any and all applicable and existing agreements and supersedes any contrary terms as it relates to Customer's purchase of cybersecurity products and services. This Acknowledgement and referenced terms constitute the entire agreement of the parties regarding the subject matter hereof and as set out in the referenced terms, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

4. Execution and Amendments. This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The Parties hereby enter into this Acknowledgement as of the last signature date below.

Revised Sept 03, 2022

EXHIBIT B

Cyber Subscription Renewals and Integrations Addendum

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

1.1 This Addendum sets out additional and superseding terms applicable to Customer's purchase of cyber security services, including Remote Security Update Service, Security Update Service, and Managed Detection & Response subscription services, among other subscription services, (ii) professional services, and/or (iii) retainer services (i.e., professional services when expressly purchased as a block of pre-paid hours for use, subject to expiration, within a specified period across certain offered service categories ("Retainer Services") (all collectively herein, "Services").

Section 2. ADDITIONAL DEFINITIONS AND INTERPRETATION

2.1. "Customer Contact Data" means data Motorola collects from Customer, its Authorized Users, and their end users for business contact purposes, including marketing, advertising, licensing and sales purposes.

2.2 "Customer Data" means Customer data, information, and content, provided by, through, or on behalf of Customer, its Authorized Users, and their end users through the use of the Services. Customer Data does not include Customer Contact Data, Service Use Data, or information from publicly available sources or other Third-Party Data or Motorola Data or anonymized or generalized data. For avoidance of doubt, so long as not specifically identifying the Customer, Customer Data shall not include, and Motorola shall be free to use, share and leverage security threat intelligence and mitigation data generally, including without limitation, third-party threat vectors and IP addresses, file hash information, domain names, malware signatures and information, information obtained from third-party sources, indicators of compromise, and tactics, techniques, and procedures used, learned or developed in the course of providing Services.

2.3 "Feedback" means comments or information, in oral or written form, given to Motorola by Customer or Authorized Users, including their end users, in connection with or relating to the Services. Any Feedback provided by Customer is entirely voluntary. Motorola may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer or Authorized Users.

Customer represents and warrants that it has obtained all necessary rights and consents to grant Motorola the foregoing rights.

2.4 “Motorola Data” means data owned or licensed by Motorola.

2.5 “Process” or “Processing” means any operation or set of operations which is performed on personal information or on sets of personal information, whether or not by automated means, such as collection, recording, copying, analyzing, caching, organization, structuring, storage, adaptation, or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

2.6 “Service Use Data” means data generated by Customer’s use of the Services or by Motorola’s support of the Services, including personal information, threat data, security threat intelligence and mitigation data, vulnerability data, threat scenarios, malicious and third-party IP information, malware, location, monitoring and recording activity, product performance and error information, threat signatures, activity logs and date and time of use.

2.7 “Third-Party Data” means information obtained by Motorola from publicly available sources or its third-party content providers and made available to Customer through the products or Services.

Section 3. LICENSE, DATA AND SERVICE CONDITIONS

3.1 Delivery of Cyber Services

3.1.1 All Professional Services will be performed in accordance with the performance schedule included in a Statement of Work (“SOW”) or ordering document. Delivery of hours purchased as Retainer Services is at the onset of the applicable retainer period. Hours purchased as Retainer Services expire and are forfeited if not used within the Retainer period, subject to terms of use, expiration and extension, if any, as set out in the applicable SOW or ordering document. Professional Services described in a SOW will be deemed complete upon Motorola’s performance of such Services or, if applicable, upon exhaustion or expiration of the Retainer Services hours, whichever occurs first.

3.1.2 Subscription Services. Delivery of subscription services will occur upon Customer’s receipt of credentials required for access to the Services or upon Motorola otherwise providing access to the Services platform.

3.1.3 To the extent Customer purchases equipment from Motorola ("Supplied Equipment"), title and risk of loss to the Supplied Equipment will pass to Customer upon installation (if applicable) or shipment by Motorola. Customer will take all necessary actions, reimburse freight or delivery charges, provide or obtain access and other rights needed and take other requested actions necessary for Motorola to efficiently perform its contractual duties. To the extent Supplied Equipment is purchased on an installment basis, any early termination of the installment period will cause the outstanding balance to become immediately due.

3.2 Motorola may use or provide Customer with access to software, tools, enhancements, updates, data, derivative works, and other materials which Motorola has developed or licensed from third parties (collectively, "Motorola Materials"). The Services, Motorola Data, Third-Party Data, and related documentation, are considered Motorola Materials. Notwithstanding the use of such materials in Services or deliverables, the Motorola Materials are the property of Motorola or its licensors, and Motorola or its licensors retain all right, title and interest in and to the Motorola Materials. Motorola grants Customer and Authorized Users a limited, non-transferable, non-sublicenseable, and non-exclusive license to use the Services and associated deliverables solely for Customer's internal business purposes.

3.3 To the extent Customer is permitted to access, use, or integrate Customer or third-party software, services, content, or data that is not provided by Motorola (collectively, "Non-Motorola Content") with or through the Services, or will use equipment or software not provided by Motorola, which may be required for use of the Services ("Customer-Provided Equipment"), Customer will obtain and continuously maintain all rights and licenses necessary for Motorola to efficiently perform all contemplated Services under this Addendum and will assume responsibility for operation and integration of such content and equipment.

3.4 Ownership of Customer Data. Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. Motorola acquires no rights to Customer Data except those rights granted under this Addendum including the right to Process and use the Customer Data as set forth in Section 3.5 – Processing Customer Data, below. The Parties agree that with regard to the Processing of personal information which may be part of Customer Data, Customer is the controller and Motorola is the processor, and Motorola may engage sub-processors pursuant to Section 3.5.3 – Sub-processors and Third-Party Providers.

3.5 Processing Customer Data.

3.5.1. Motorola Use of Customer Data. To the extent permitted by law, Customer grants Motorola and its subcontractors a right to use Customer Data and a royalty-free,

worldwide, non-exclusive license to use Customer Data (including to process, host, cache, store, reproduce, copy, modify, combine, analyze, create derivative works from such Customer Data and to communicate, transmit, and distribute such Customer Data to third parties engaged by Motorola) to (a) perform Services and provide products under the Addendum, (b) analyze the Customer Data to operate, maintain, manage, and improve Motorola products and services, and (c) create new products and services. Customer agrees that this Addendum, along with any related documentation, are Customer's complete and final documented instructions to Motorola for the processing of Customer Data. Any additional or alternate instructions must be agreed to according to the change order process. Customer represents and warrants to Motorola that Customer's instructions, including appointment of Motorola as a processor or sub-processor, have been authorized by the relevant controller.

3.5.2 Collection, Creation, Use of Customer Data. Customer further represents and warrants that the Customer Data, Customer's collection, creation, and use of the Customer Data (including in connection with Motorola's Services), and Motorola's use of such Customer Data in accordance with the Addendum, will comply with all laws and will not violate any applicable privacy notices or infringe any third-party rights (including intellectual property and privacy rights). It is Customer's responsibility to obtain all required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to collection and use (including Motorola's and third-party provider use) of the Customer Data as described in the Addendum or any applicable third-party agreements or EULAs.

3.5.3 Sub-processors and Third-Party Providers. Motorola may use, engage, resell, or otherwise interface with third-party software, hardware or services providers (such as, for example, third-party end point detection and response providers) and other sub-processors, who in turn may engage additional sub-processors to process personal data and other Customer Data. Customer agrees that such third-party software or services providers, sub-processors or their respective sub-processors may process and use personal and other Customer Data in accordance with and subject to their own respective licenses or terms and in accordance with applicable law. Customer authorizes and will provide and obtain all required notices and consents, if any, and comply with other applicable legal requirements, if any, with respect to such collection and use of personal data and other Customer Data by Motorola, and its subcontractors, sub-processors and/or third-party software, hardware or services providers. Notwithstanding any provision to the contrary, to the extent the use or performance of certain Services is governed by any separate license, data requirement, EULA, privacy statement, or other applicable agreement, including terms governing third-party software, hardware or services, including open source software, Customer will comply,

and ensure its Authorized Users comply, with any such agreements or terms, which shall govern any such Services.

3.5.4 Notwithstanding any provision to the contrary in this Addendum or any related agreement, and in addition to other uses and rights set out herein, Customer understands and agrees that Motorola may obtain, use and/or create and use, anonymized, aggregated and/or generalized Customer Data, such as data relating to actual and potential security threats and vulnerabilities, for its lawful business purposes, including improving its services and sharing and leveraging such information for the benefit of Customer, other customers, and other interested parties.

3.6 Service Use Data. Customer understands and agrees that Motorola may collect and use Service Use Data for its own purposes, including the uses described below. Motorola may use Service Use Data to (a) operate, maintain, manage, improve existing and create new products and services, (b) test products and services, (c) to aggregate Service Use Data and combine it with that of other users, and (d) to use anonymized or aggregated data for marketing, research or other business purposes. Service Use Data may be disclosed to third parties. It is Customer's responsibility to notify Authorized Users of Motorola's collection and use of Service Use Data and to obtain any required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to such collection and use, and Customer represents and warrants to Motorola that it has complied and will continue to comply with this Section.

3.7. Data Retention and Deletion. Except as expressly provided otherwise, Motorola will delete all Customer Data following termination or expiration of this Addendum, with such deletion to occur no later than ninety (90) days following the applicable date of termination or expiration, unless otherwise required to comply with applicable law. Any requests for the exportation or download of Customer Data must be made by Customer to Motorola in writing before expiration or termination of this Addendum. Motorola will have no obligation to retain such Customer Data beyond expiration or termination unless the Customer has purchased extended storage from Motorola through a mutually executed agreement.

3.8. Third-Party Data and Motorola Data. Motorola Data and Third-Party Data may be available to Customer through the Services. Customer will not, and will ensure its Authorized Users will not: (a) use the Motorola Data or Third-Party Data for any purpose other than Customer's internal business purposes; (b) disclose the data to third parties; (c) "white label" such data or otherwise misrepresent its source or ownership, or resell, distribute, sublicense, or commercially exploit the data in any manner; (d) use such data in violation of applicable laws; (e) remove, obscure, alter, or falsify any marks or proprietary rights notices indicating the source, origin, or ownership of the data; or (f)

modify such data or combine it with Customer Data or other data or use the data to build databases. Any rights granted to Customer or Authorized Users with respect to Motorola Data or Third-Party Data will immediately terminate upon termination or expiration of this Addendum. Further, Motorola or the applicable Third-Party Data provider may suspend, change, or terminate Customer's or any Authorized User's access to Motorola Data or Third-Party Data if Motorola or such Third-Party Data provider believes Customer's or the Authorized User's use of the data violates the Addendum, applicable law or Motorola's agreement with the applicable Third-Party Data provider. Upon termination of Customer's rights to use any Motorola Data or Third-Party Data, Customer and all Authorized Users will immediately discontinue use of such data, delete all copies of such data, and certify such deletion to Motorola. Notwithstanding any provision of this Addendum and the Primary Agreement to the contrary, Motorola will have no liability for Third-Party Data or Motorola Data available through the Services. Motorola and its Third-Party Data providers reserve all rights in and to Motorola Data and Third-Party Data.

3.9 Customer will ensure its employees and Authorized Users comply with the terms of this Addendum and will be liable for all acts and omissions of its employees and Authorized Users. Customer is responsible for the secure management of Authorized Users' names, passwords and login credentials for access to products and Services. "Authorized Users" are Customer's employees, full-time contractors engaged for the purpose of supporting the products and Services that are not competitors of Motorola or its affiliates, and the entities (if any) specified in a SOW or otherwise approved by Motorola in writing (email from an authorized Motorola signatory accepted), which may include affiliates or other Customer agencies.

3.10 Motorola as a Controller or Joint Controller. In all instances where Motorola acts as a controller of data, it will comply with the applicable provisions of the Motorola Privacy Statement at https://www.motorolasolutions.com/en_us/about/privacy-policy.html#privacystatement, as may be updated from time to time. Motorola holds all Customer Contact Data as a controller and shall Process such Customer Contact Data in accordance with the Motorola Privacy Statement. In instances where Motorola is acting as a joint controller with Customer, the Parties will enter into a separate addendum to allocate the respective roles as joint controllers.

Section 4. WARRANTY

4.1 CUSTOMER ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT MOTOROLA DOES NOT GUARANTEE OR WARRANT THAT IT WILL DISCOVER ALL

OF CUSTOMER'S SECURITY EVENTS (SUCH EVENTS INCLUDING THE UNAUTHORIZED ACCESS, ACQUISITION, USE, DISCLOSURE, MODIFICATION OR DESTRUCTION OF CUSTOMER DATA), THREATS, OR SYSTEM VULNERABILITIES. MOTOROLA DISCLAIMS ANY AND ALL RESPONSIBILITY FOR ANY AND ALL LOSS OR COSTS OF ANY KIND ASSOCIATED WITH SECURITY EVENTS, THREATS OR VULNERABILITIES WHETHER OR NOT DISCOVERED BY MOTOROLA. MOTOROLA DISCLAIMS ANY RESPONSIBILITY FOR CUSTOMER'S USE OR IMPLEMENTATION OF ANY RECOMMENDATIONS PROVIDED IN CONNECTION WITH THE SERVICES. IMPLEMENTATION OF RECOMMENDATIONS DOES NOT ENSURE OR GUARANTEE THE SECURITY OF THE SYSTEMS AND OPERATIONS EVALUATED. CUSTOMER SHALL BE RESPONSIBLE TO TAKE SUCH ACTIONS NECESSARY TO MITIGATE RISKS TO ITS OPERATIONS AND PROTECT AND PRESERVE ITS COMPUTER SYSTEMS AND DATA, INCLUDING CREATION OF OPERATIONAL WORKAROUNDS, BACKUPS AND REDUNDANCIES.

4.2 Customer acknowledges, understands and agrees that the Services and products or equipment provided by or used by Motorola to facilitate performance of the Services may impact or disrupt information systems. Motorola disclaims responsibility for costs in connection with any such disruptions of and/or damage to Customer's or a third party's information systems, equipment, voice transmissions, data and Customer Data, including, but not limited to, denial of access to a legitimate system user, automatic shut-down of information systems caused by intrusion detection software or hardware, or failure of the information system resulting from the provision or delivery of the Service.

4.3. Motorola warrants that Supplied Equipment, under normal use and service, will be free from material defects in materials and workmanship for one (1) year from the date of shipment, subject to Customer providing written notice to Motorola within that period. AS IT RELATES TO THE SUPPLIED EQUIPMENT, MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

4.4 Pass-Through Warranties. Notwithstanding any provision of this Addendum or any related agreement to the contrary, Motorola will have no liability for third-party software, hardware or services resold or otherwise provided by Motorola; provided, however, that to the extent offered by third-party software, hardware or services providers and to the extent permitted by law, Motorola will pass through express warranties provided by such third parties.

Section 5. LIMITATION OF LIABILITY

5.1. DISCLAIMER OF CONSEQUENTIAL DAMAGES. EXCEPT FOR PERSONAL INJURY OR DEATH, MOTOROLA, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "MOTOROLA PARTIES") WILL NOT BE LIABLE IN CONNECTION WITH THIS ADDENDUM (WHETHER UNDER MOTOROLA'S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF MOTOROLA HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

5.2. DIRECT DAMAGES. EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF THE MOTOROLA PARTIES, WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THIS ADDENDUM OR ANY RELATED OR UNDERLYING AGREEMENT, WILL NOT EXCEED THE FEES SET FORTH IN THE APPLICABLE SOW OR PRICING FOR THE CYBER SERVICES UNDER WHICH THE CLAIM AROSE. NOTWITHSTANDING THE FOREGOING, FOR ANY SUBSCRIPTION SERVICES OR FOR ANY RECURRING SERVICES, THE MOTOROLA PARTIES' TOTAL LIABILITY FOR ALL CLAIMS RELATED TO SUCH PRODUCT OR SERVICES IN THE AGGREGATE WILL NOT EXCEED THE TOTAL FEES PAID FOR THE CYBER SERVICES TO WHICH THE CLAIM IS RELATED DURING THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE. FOR AVOIDANCE OF DOUBT, THE LIMITATIONS IN THIS SECTION 5.2 APPLY IN THE AGGREGATE TO INDEMNIFICATION OBLIGATIONS ARISING OUT OF THIS ADDENDUM OR ANY RELATED AGREEMENTS.

5.3. ADDITIONAL EXCLUSIONS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS ADDENDUM, THE PRIMARY AGREEMENT OR ANY RELATED AGREEMENT, MOTOROLA WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO MOTOROLA, OR ANY OTHER DATA AVAILABLE THROUGH THE PRODUCTS OR SERVICES; (B) CUSTOMER-PROVIDED EQUIPMENT, NON-MOTOROLA CONTENT, THE SITES, OR THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, SERVICES, DATA, OR OTHER THIRD-PARTY MATERIALS, OR THE COMBINATION OF PRODUCTS AND SERVICES WITH ANY OF THE FOREGOING; (C) LOSS OF DATA OR HACKING,

RANSOMWARE, OR OTHER THIRD-PARTY ATTACKS OR DEMANDS; (D) MODIFICATION OF PRODUCTS OR SERVICES BY ANY PERSON OTHER THAN MOTOROLA; (E) RECOMMENDATIONS PROVIDED IN CONNECTION WITH OR BY THE PRODUCTS AND SERVICES; (F) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; OR (G) CUSTOMER'S OR ANY AUTHORIZED USER'S BREACH OF THIS ADDENDUM, THE PRIMARY AGREEMENT OR ANY RELATED AGREEMENT OR MISUSE OF THE PRODUCTS AND SERVICES; (H) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (I) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (J) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH THE SERVICES, OR INTERPRETATION, USE, OR MISUSE THEREOF; (K) TRACKING AND LOCATION-BASED SERVICES; OR (L) BETA SERVICES.

5.4. Voluntary Remedies. Motorola is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed issues in Section 5.3 – Additional Exclusions above, but if Motorola agrees to provide Services to help resolve such issues, Customer will reimburse Motorola for its reasonable time and expenses, including by paying Motorola any fees set forth in this Addendum or separate order for such Services, if applicable.

5.5. Representations and Standards. Except as expressly set out in this Addendum or the applicable Motorola proposal or statement of work relating to the cyber products or services, or applicable portion thereof, Motorola makes no representations as to the compliance of Motorola cyber products and services with any specific standards, specifications or terms. For avoidance of doubt, notwithstanding any related or underlying agreement or terms, conformance with any specific standards, specifications, or requirements, if any, as it relates to cyber products and services is only as expressly set out in the applicable Motorola SOW or proposal describing such cyber products or services or the applicable (i.e., cyber) portion thereof. Customer represents that it is authorized to engage Motorola to perform Services that may involve assessment, evaluation or monitoring of Motorola's or its affiliate's services, systems or products.

5.6. Wind Down of Services. In addition to any other termination rights, Motorola may terminate the Services, any SOW or subscription term, in whole or in part, in the event Motorola plans to cease offering the applicable Services to customers.

5.7. Third-Party Beneficiaries. The Addendum is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Addendum will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third-party software, products or services included in the Services will be a direct and intended third-party beneficiary of this Addendum.

EXHIBIT C

Section 1

Essential Plus Services

1.1 Overview

Motorola Solutions is proposing our Essential Plus Services for ASTRO® 25 infrastructure to provide City of Madera Police Department with the support needed to detect and resolve unforeseen issues. Essential Plus Services consists of the following elements:

- Remote Technical Support.
- Network Hardware Repair with Advanced Replacement.
- Security Update Service (SUS).
- On-site Infrastructure Response.
- Annual Preventive Maintenance.

Together, these elements will help to avoid operational disruptions and maintain the value of City of Madera Police Department's communications investment.

1.2 Essential Plus Element Descriptions

The following sections describe the elements proposed for City of Madera Police Department's ASTRO 25 infrastructure.

1.2.1 Remote Technical Support

Motorola Solutions' Centralized Managed Support Operations (CMSO) will provide Remote Technical Support for infrastructure issues that require specific technical expertise. Experienced technical support specialists will be available to consult with the City of Madera Police Department to help diagnose, troubleshoot, and resolve infrastructure issues. Service Desk maintenance procedures and incident resolution techniques are based on ISO 9001 and TL 9000 standards.

1.2.2 Network Hardware Repair with Advanced Replacement

To restore City of Madera Police Department's ASTRO 25 network components if they malfunction, Motorola Solutions will repair Motorola Solutions-provided infrastructure equipment. This includes select third-party infrastructure equipment supplied by Motorola Solutions. Motorola Solutions will ship and return repaired equipment, and will coordinate the repair of third-party solution components.

To reduce the impact of a malfunction, Motorola Solutions will exchange malfunctioning equipment with Advanced Replacement units or Field Replacement Units (FRU), as available. Motorola Solutions' repair depot will diagnose and repair malfunctioning components, and once repaired, add those to the depot's FRU inventory. Replacement components will remain in City of Madera Police Department's ASTRO 25 network to maintain continued network functionality.

If the City of Madera Police Department prefers to maintain their existing FRU inventory rather than using Motorola Solutions' depot inventory, Motorola Solutions can provide "loaner" FRUs during the repair process.

1.2.3 Security Update Service

Commercial security software updates are often designed without consideration for specialized systems like radio communications networks. Therefore, they may at sometimes inadvertently disrupt ASTRO 25 networks such as the one proposed to the City of Madera Police Department. Motorola Solutions will test anti-virus, operating system, and other software patches to check their compatibility with ASTRO 25.

Once tested, Motorola Solutions will post the updates to a secured extranet website and send an email notification to the City of Madera Police Department. If there are any recommended configuration changes, warnings, or workarounds, Motorola Solutions will provide detailed documentation along with the updates on the website. When tested updates have been posted, the City of Madera Police Department will need to download and install them.

1.2.4 On-site Infrastructure Response

Motorola Solutions will provide repair service from trained and qualified technicians. Once dispatched, technicians will travel to the City of Madera Police Department's ASTRO 25 network location to diagnose issues and restore functionality. These technicians will run diagnostics on hardware to identify defective components, and repair or replace them as appropriate. Infrastructure Response times are based on a given issue's impact on overall system function.

Travel times and service levels are governed by local geography. Motorola Solutions will provide additional information in the Statement of Work for ASTRO 25 Essential Plus Services and in the Customer Support Plan agreed between the City of Madera Police Department and Motorola Solutions.

1.2.5 Annual Preventive Maintenance

Motorola Solutions will annually test and service network components. Qualified field technicians will perform routine hands-on examination and diagnostics of network equipment to keep them operating according to original manufacturer specifications.

1.3 Motorola Solutions Service Delivery Ecosystem

Essential Plus Services are delivered through a tailored combination of field service personnel, centralized teams, product repair depots, and MyView Portal. These service resources will collaborate to swiftly analyze network issues, accurately diagnose root causes, and efficiently resolve issues to return the network to normal operation.

Motorola Solutions services will be delivered by staff experienced in servicing mission-critical networks. Motorola Solutions uses the Information Technology Infrastructure Library (ITIL) framework to define service tasks based on industry-recognized best practices. As staff perform tasks, service incident information will be available to the City of Madera Police Department's administrators and personnel through MyView Portal.

Service activities and Motorola Solutions' service team are described in more detail below.

1.3.1 Centralized Managed Support Operations

The cornerstone of Motorola Solutions' support process is the Centralized Managed Support Operations (CMSO) organization. This TL 9000/ISO 9001-certified organization is staffed 24x7x365 by experienced service desk specialists, security analysts, and operations managers. The CMSO houses critical central functions, including the Service Desk.

The CMSO Service Desk will serve as a single point of contact for services. It processes service requests, service incidents, change requests, and dispatching. The Service Desk communicates necessary information to stakeholders, bridging communications among the City of Madera Police Department, Motorola Solutions, and third-party subcontractors.

Service Desk teams record, track, and update incidents through the Motorola Solutions Customer Relationship Management (CRM) system. They document and respond to inquiries, requests, concerns, and service tickets. When an incident is initiated, the CMSO will engage with teams to resolve that incident. The CMSO will escalate to new teams when needed. Depending on the incident, the CMSO will coordinate incident resolution with local field service and authorized repair depots.

1.3.2 Field Service

Motorola Solutions authorized and qualified field service technicians will perform the On-site Infrastructure Response service, repair malfunctioning hardware in the field, and conduct preventive maintenance tasks. These technicians will coordinate with the Service Desk, technical support teams, and product engineering as needed to resolve incidents.

1.3.3 Repair Depot

The Motorola Solutions Repair Depot will provide City of Madera Police Department with a central repair location. This will eliminate the need to send network equipment to multiple vendor locations for repair. Motorola Solutions tracks products sent to the Depot via a case management system throughout the repair process. This system will enable the City of Madera Police Department's representatives to check repair status, from inbound shipment to return.

1.3.4 Customer Support Manager

A Motorola Solutions Customer Support Manager (CSM) will be the City of Madera Police Department's key point of contact for the definition and administration of services. The CSM will work with City of Madera Police Department to define service delivery details to address City of Madera Police Department's specific priorities.

1.3.5 MyView Portal

To provide Madera PD with quick access to service details, Motorola Solutions will provide our MyView Portal online network information tool. MyView Portal provides our customers with real-time critical network and services information through an easy-to-use graphical interface.



Figure 1-1: MyView Portal offers real-time, role-based access to critical network and services information.

With MyView Portal, City of Madera Police Department’s administrators will be able to monitor system health and maintenance updates. Capabilities include:

- Viewing network and support compliance.
- Viewing incident reports.
- Updating and creating incidents.
- Checking system update status.
- Receiving pro-active notifications regarding updates.

Available 24x7x365 from any web-enabled device, the information provided by MyView will be based on your needs and user access permissions, ensuring that the information displayed is secure and pertinent to your operations.

Section 1

System Upgrade Agreement II

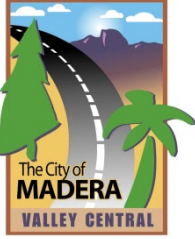
The System Upgrade Agreement II (SUA II) service provides public safety radio system release updates on a consistent, budgeted plan. These updates maintain reliable network operations and cybersecurity protection. In addition, SUA II keeps City of Madera Police Department ASTRO 25 network compatible with expansion elements, as well as new products or features. With SUA II, City of Madera Police Department's network will remain on a release that qualifies for support services.

Motorola Solutions will deliver SUA II in two-year periods, with up to one update in each period. The SUA II service includes the following:

- **Software Release Updates** - Motorola Solutions-certified software that improves network functions over previous releases. This also includes commercial operating system and application software updates.
- **Hardware Update** – When needed to support a software release update, Motorola Solutions provides new hardware. New hardware will both support the new software update, as well as maintain existing functions and features.
- **Professional Implementation Services** – Motorola Solutions will plan and implement updates at City of Madera Police Department's site. This includes factory integration, testing, and supply chain management for new software and hardware.

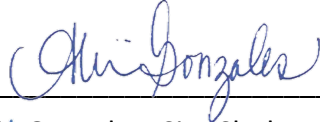
With these services, the City of Madera Police Department will have access to the technology, support, and planning expertise needed for an effective upgrade.



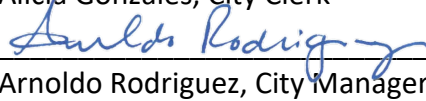


REPORT TO CITY COUNCIL

Approved by:



Alicia Gonzales, City Clerk



Arnoldo Rodriguez, City Manager

Council Meeting of: March 20, 2024

Agenda Number: B-7

SUBJECT:

Proclamation Supporting the Recognition of Vaisakhi as National Sikh Day

RECOMMENDATION:

Adopt a Minute Order approving a Proclamation Supporting the Recognition of Vaisakhi as National Sikh Day

SUMMARY:

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

On December 20, 2023, the Council approved the 2024 List of Annual Proclamations, outlining the scheduled commemorations for the year. However, the policy allows for proclamations not identified on this list to be considered on a case-by-case basis, with a written request required 45 days before the requested presentation date.

In this context, Mr. Raj Pannu, Vice-President of the American Sikh Sangat submitted a timely request on March 8, 2024, seeking a proclamation supporting the recognition of Vaisakhi as National Sikh Day.

Vaisakhi as National Sikh Day promotes a sense of community unity and solidarity, bringing together individuals from diverse backgrounds to participate in shared festivities and foster a spirit of inclusivity. The event being recognized holds profound religious significance and vibrant farming celebration in the community, particularly within the Sikh community, as it

commemorates the establishment of the Khalsa, a purified Sikh army with a unique dress code, established to combat injustice, inequality, and protect the innocent from oppression.

In addition to celebrations, there is a strong emphasis on educational outreach, aiming to raise awareness about Sikh traditions, values, and history, thereby fostering a greater understanding among the broader population. It promotes core Sikh values such as equality, justice, and selflessness (Seva), encouraging participants to reflect on and embody these principles in their daily lives.

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

FINANCIAL IMPACT:

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

ALTERNATIVES:

Council may direct staff to prepare a proclamation. If the majority vote is in the affirmative, staff will proceed with presenting the Proclamation at the April 17th Council meeting. In the alternative, Council may:

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

ATTACHMENTS:

1. Email requesting a “Proclamation Supporting the Recognition of Vaisakhi as National Sikh Day” from Mr. Raj Pannu dated March 8, 2024

From: [The Sikhs](#)
To: [Alicia Gonzales](#); [Santos Garcia](#)
Subject: Re: Proclamation request
Date: Friday, March 8, 2024 11:03:44 AM

Some people who received this message don't often get email from americansikhsangat@gmail.com. [Learn why this is important](#)

Hello Alicia,

It was great meeting with you on Monday. As we discussed, Madera City can only make a proclamation, not a resolution. So, we'll ask for a proclamation from the City of Madera.

Below are the answers (**in bold letters**) to the questions:

C. Procedures

- a. Requests shall be in writing and made 45 days before the requested presentation date.

At a minimum, the request shall identify:

- i. Desired date of issuance: **April 14 (if possible).**
- ii. To whom the Proclamation will be addressed; **American Sikh Sangat, Jakara Movement, Sikh Council of Central California, Madera Sikh Temple, and Gurdwara Gurmat Parkash Madera.**
- iii. The purpose or reason for the Proclamation: **Sikh Vaisakhi Day to formally recognize and celebrate the significant religious and farming importance of Vaisakhi within the Sikh community.**

- iv. At least three (3), but no more than five (5), descriptive statements about the nature of the event/organization to be recognized.

1. Religious and Historical Significance: The event being recognized holds profound religious significance and vibrant farming celebration in the community, particularly within the Sikh community, as it commemorates the establishment of the Khalsa, a purified Sikh army with a unique dress code, established to combat injustice, inequality, and protect the innocent from oppression. Hello Alicia,

It was great meeting with you on Monday. As we discussed in Madera City, we can only do a proclamation, not a resolution. So, we'll ask for a proclamation from the City of Madera.

Below are the answers (**in bold letters**) to the questions:

C. Procedures

- a. Requests shall be in writing and made 45 days before the requested

presentation date.

At a minimum, the request shall identify:

- i. Desired date of issuance: **April 14 (if possible).**
- ii. To whom the Proclamation will be addressed; **American Sikh Sangat, Jakara Movement, Sikh Council of Central California, and Sikh Community of Madera**
- iii. The purpose or reason for the Proclamation: **Sikh Vaisakhi Day to formally recognize and celebrate the significant religious and farming importance of Vaisakhi within the Sikh community.**
- iv. At least three (3), but no more than five (5), descriptive statements about the

nature of the event/organization to be recognized.

1. Religious and Historical Significance: The event being recognized holds profound religious significance and vibrant harvest celebration in the community, particularly within the Sikh community, as it commemorates the establishment of the Khalsa, a purified Sikh army with a unique dress code, established to combat injustice, inequality, and protect the innocent from oppression. Additionally, this day is celebrated as a harvest festival in the Sikh community.

2. Community Unity: It promotes a sense of community unity and solidarity, bringing together individuals from diverse backgrounds to participate in shared festivities and foster a spirit of inclusivity.

3. Educational Outreach: In addition to celebrations, there is a strong emphasis on educational outreach, aiming to raise awareness about Sikh traditions, values, and history, thereby fostering a greater understanding among the broader population.

4. Promotion of Values: It promotes core Sikh values such as equality, justice, and selflessness (Seva), encouraging participants to reflect on and embody these principles in their daily lives.

- v. How or why the recognition has local significance. **In California, there are over 250,000 Sikhs, with the majority residing in the Central Valley. Madera, characterized by its diversity, hosts a significant Sikh population. Sikhs from the Punjab state of India migrated to California in the early twentieth century, primarily settling in the Central Valley, initially working in agriculture and later expanding into the transportation and retail sectors. Even today, Sikhs, with their distinctive identity, contribute to various fields such as medicine, engineering, science, politics, and law. Unfortunately, due to their unique appearance, particularly the turban, Sikhs often face targeted hate crimes. The proclamation aims to acknowledge and appreciate their positive**

contributions to American society.

vi. Who will attend the City Council meeting to accept the Proclamation and

anticipated number of participants? **I will send you the names**

later.

and below is the verbiage for the proclamation:

Supporting the Recognition of Vaisakhi as National Sikh Day

Whereas the United States thrives on the rich diversity of its inhabitants, fostering an environment of social acceptance and intellectual diversity that has sustained the nation throughout its history;

Whereas the Sikh community, originating in Punjab, and immigrating to the United States over a century ago, has significantly contributed to the nation's development;

Whereas Sikhism, the world's fifth-largest religion with nearly 30 million adherents, boasts approximately 1 million followers residing in the United States;

Whereas Guru Nanak founded Sikhism in the 15th century in the Punjab region of India, emphasizing the equality of all individuals before God, regardless of race, gender, or creed;

Whereas the Sikh community, guided by the belief in the oneness of God, actively promotes social justice by encouraging female participation in religious services and initiating interfaith efforts to combat oppression and injustice;

Whereas the core principles of the Sikh religion, including truthful living, service to humanity, and devotion to God, inspire its followers to foster inclusive communities where everyone is respected;

Whereas the Sikh community actively demonstrates public service through leading charitable events, aligning with the foundational principles of the United States;

Whereas the people of the United States recognize the vital role played by the Sikh community in enhancing and enriching the social fabric of the nation;

Whereas Sikhs commemorate Vaisakhi on the first day of the month of Vaisakh in the Sikh calendar, typically falling on April 14;

Whereas Vaisakhi holds special significance as the occasion when Sikhs

remember the establishment of the Order of Khalsa in 1699—a fellowship of devout saint-soldier Sikhs—by the 10th Sikh Guru. This order played a pivotal role in shaping the religion’s history and identity;

Whereas it is entirely fitting and appropriate to celebrate Vaisakhi alongside Sikhs worldwide and honor the enduring contributions made by the Sikh community to the United States. Therefore, let it be resolved:

The City of Madera supports the designation of National Sikh Day, recognizing and celebrating the pivotal role played by the Sikh community in strengthening and inspiring the people of the United States.

Thank you,

--

Thanks,

Raj Pannu

Vice-president

American Sikh Sangat

5550 W Spruce Ave Ste 101

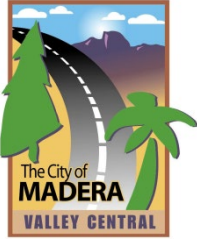
Fresno CA 93722

559-425-3030 (Office)

559-259-1815 (Mobile)

866-766-1960 (Fax)

www.TheSikhs.com




REPORT TO CITY COUNCIL

Approved by:



Will Tackett, Community Development Director



Arnaldo Rodriguez, City Manager

Council Meeting of: March 20, 2024

Agenda Number: C-1

SUBJECT:

Rezone Property Located on 119 South I Street (REZ 2023-03)

RECOMMENDATION:

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

Waive full reading and introduce an Ordinance adopting determinations of Categorical Exemptions pursuant to California Environmental Quality Act (CEQA) Guidelines Sections 15303/Class 3 (New Construction or Conversions of Small Structures) and 15332/Class 32 (In-Fill Development Project) and amending the official City of Madera Zoning Map to rezone ±0.23 acres of property located at 119 South I Street (APN: 010-131-002) from the R3 (Residential, one unit per 1,800 square feet of site area) zone district to the C1 (Light Commercial) zone district.

SUMMARY:

Rezone Application No. REZ 2023-03 requests authorization to rezone approximately 0.23 acres of property (the project site) located at 119 South I Street from R3 (One unit per 1,800 square feet) zone district to C1 (Light Commercial) zone district. The project site is located on the northeasterly side of South I Street between West Yosemite Avenue and West 6th Street. The rezone from the R3 zone district to the C1 zone district is consistent with the Commercial General Plan land use designation pursuant to Table LU-A: General Plan/Zoning Consistency of the General Plan.

REZ 2023-03 has been filed to facilitate approval of a Site Plan Review (SPR 2023-18). SPR 2023-18 proposes to develop a total of 3,870 square feet of new professional office space with four suites (840 square feet to 885 square feet per suite). The development will include a covered courtyard of 420 square feet and off-street parking to serve the proposed professional office use.

The Community Development Director will make such determinations (findings) as required pursuant to the provisions of CMC § 10-3.4.0106 and act on SPR 2023-18 in accordance with CMC § 10-3.4.0105 following Council consideration of REZ 2023-18.

The project was reviewed and considered by the Planning Commission (Commission) at the regularly scheduled meeting held on February 13, 2024. There were no public comments regarding the rezone proposal at the Commission meeting and the applicant agreed with the terms presented. The Commission adopted Resolution No. 1979 recommending the Council determine the project is Categorically Exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15303 (New Construction or Conversions of Small Structures) and 15332 (In-Fill Development Project) and approve Rezone Application No. REZ 2023-03.

Table 1 below provides an overview of the project site characteristics and identification of the project applicant and property owner.

Table 1: Project Overview	
<i>Project Number:</i>	REZ 2023-03 and SPR 2023-18
<i>Applicant:</i>	Gary Rogers
<i>Property Owner:</i>	Aftab Naz
<i>Location:</i>	119 South I Street (APN: 010-131-002) Located on the northeasterly side of South I Street between West Yosemite Avenue and West 6 th Street
<i>Project Area:</i>	0.23 Acres
<i>Plan Land Use:</i>	C – Commercial
<i>Zoning District:</i>	R3 – One unit per 1,800 square feet
<i>Site Characteristics</i>	The site is a vacant interior lot designated for Commercial land uses by the General Plan.

ANALYSIS:

Site Characteristics:

The project site is a vacant infill site located on the northeasterly side of South I Street between West Yosemite Avenue and West 6th Street. The project site is surrounded by urban uses with a commercial retail/office development existing to the north (fronting West Yosemite Avenue); existing single-family residences on properties located to the south (abutting) and to the west (across South I Street); and State Route (SR)/Highway 99 to the east.

Properties located between South I Street and SR/Highway 99 between West Yosemite Avenue and West 6th Street are planned for Commercial uses by the General Plan. Properties to the west, opposite and across South I Street from the project site are planned for Office and Low-Density Residential uses.

The Commercial land use category is the City's retail commercial land use category, which is intended to provide for a broad range of commercial uses, including professional offices, according to the General Plan. Various zoning designations shall be used to determine the specific character of commercial development, from regional shopping centers to neighborhood stores. The City has five commercial land use zones as follows: Light Commercial, Heavy Commercial, Restricted Commercial, Neighborhood Commercial, and Highway Commercial.

For example, Light Commercial zoning in contrast to Heavy and Highway Commercial, does not permit automotive uses and permitted uses are generally limited to retail and personal service establishments without the approval of a conditional use permit. Light Commercial zoning will help ensure that the surrounding office buildings and residential neighborhood are not disrupted. For this reason, the C1 (Light Commercial) zone district is appropriate for the project site and area as it provides for and promotes both neighborhood serving commercial retail as well as office uses at an intensity and scale which will contribute to the preservation of the characteristics and integrity of neighborhoods where single-family residential homes are present while providing commercial services and employment in proximity.

Rezone 2023-03

The project site is designated for Commercial land uses by the Madera General Plan. Policy LU-32 of the Madera General Plan provides that zoning shall be consistent with General Plan land use designations. In areas where the zoning and the land use designation are not identical, Table LU-A: General Plan/Zoning Consistency of the Madera General Plan shall be used to determine consistency for rezoning applications.

The existing R3 (Residential, one unit per 1,800 square feet) zoning for the project site is inconsistent with the Commercial land use category designated by the adopted General Plan pursuant to Table LU-A of the General Plan. The applicant's request to rezone the project site to C1 (Light Commercial) would create consistency with the site's Commercial land use designation pursuant to Table LU-A of the General Plan. The zoning of Light Commercial would permit the construction of professional offices as a "by-right" use in accordance with the provisions of CMC § 10-3.801.

Site Plan Review 2023-18

Section 10-3.4 et seq. of the CMC establishes procedures for the review and approval of Site Plan Reviews. Pursuant to Section 10-3.4.0103 of the MMC, a site plan review is required for all new uses which involve construction or placement of new structures on a site or new uses which necessitate on-site improvements.

Pursuant to the provisions of CMC § 10-3.4.0106, before approving a proposed site plan, the Director shall determine that the proposed action is in compliance with all applicable provisions of the City Municipal Code, City General Plan, any applicable specific plans, as well as all rules and regulations applicable to the proposed development. Should REZ 2023-03 be approved by the City Council and associated environmental determinations adopted, an approval determination

will be made, and action will be taken by the Director in accordance with the provisions of the CMC.

Approval will require a determination that all facilities and improvements, vehicular and pedestrian ingress, egress, and internal circulation, location of structures, services, walls, landscaping, and drainage of the site are so arranged that traffic congestion is avoided, that pedestrian and vehicular safety and welfare are protected, that there will not be adverse effects on surrounding property, that proposed lighting is so arranged as to deflect the light away from adjoining properties or public streets and that adequate provision is made to reduce adverse or potentially adverse environmental impacts to acceptable levels. In making such determination the Director shall establish that approvals are consistent with established legislative policies relating to traffic safety, street dedications, street improvements, and environmental quality. In situations where a project could have adverse impacts on traffic or circulation outside the immediate project area, the Director, with input from City Department Heads, may find that additional improvements are required. SPR 2023-18 has been reviewed and will be conditioned to meet all applicable City standards.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) REVIEW:

Staff performed a preliminary environmental assessment and determined that the project is exempt under California Environmental Quality Act Section 15303 (New Construction or Conversions of Small Structures) Class 3(C)(D) and Section 15332 (In-Fill Development) Class 32. The project site is within an urbanized area, the commercial building will not exceed 10,000 square feet in floor area, no proposed use will involve the use of hazardous substances, and the surrounding area is not environmentally sensitive. The proposed site is surrounded by other residential and commercial developments and is within city limits being served by public services.

FINANCIAL IMPACT:

The applicant submitted entitlement fees to offset the costs associated with processing the rezone application in accordance with the City of Madera's adopted Master Fee Schedule. Additional fees will be required from the Planning and/or Building Departments in conjunction with any future proposed development or permitted construction on the project site.

ALTERNATIVES:

As an alternative, the Council may elect to:

1. Deny the request to rezone. Should the request be denied, the project site would remain with the current zoning district of R3 (Residential, one unit for each 1,800 square feet of site area) and processing of SPR 2023-18 will not be able to move forward.
2. Move to continue the item to a date and time certain, or refer the item back to staff, with direction to staff to provide additional information.

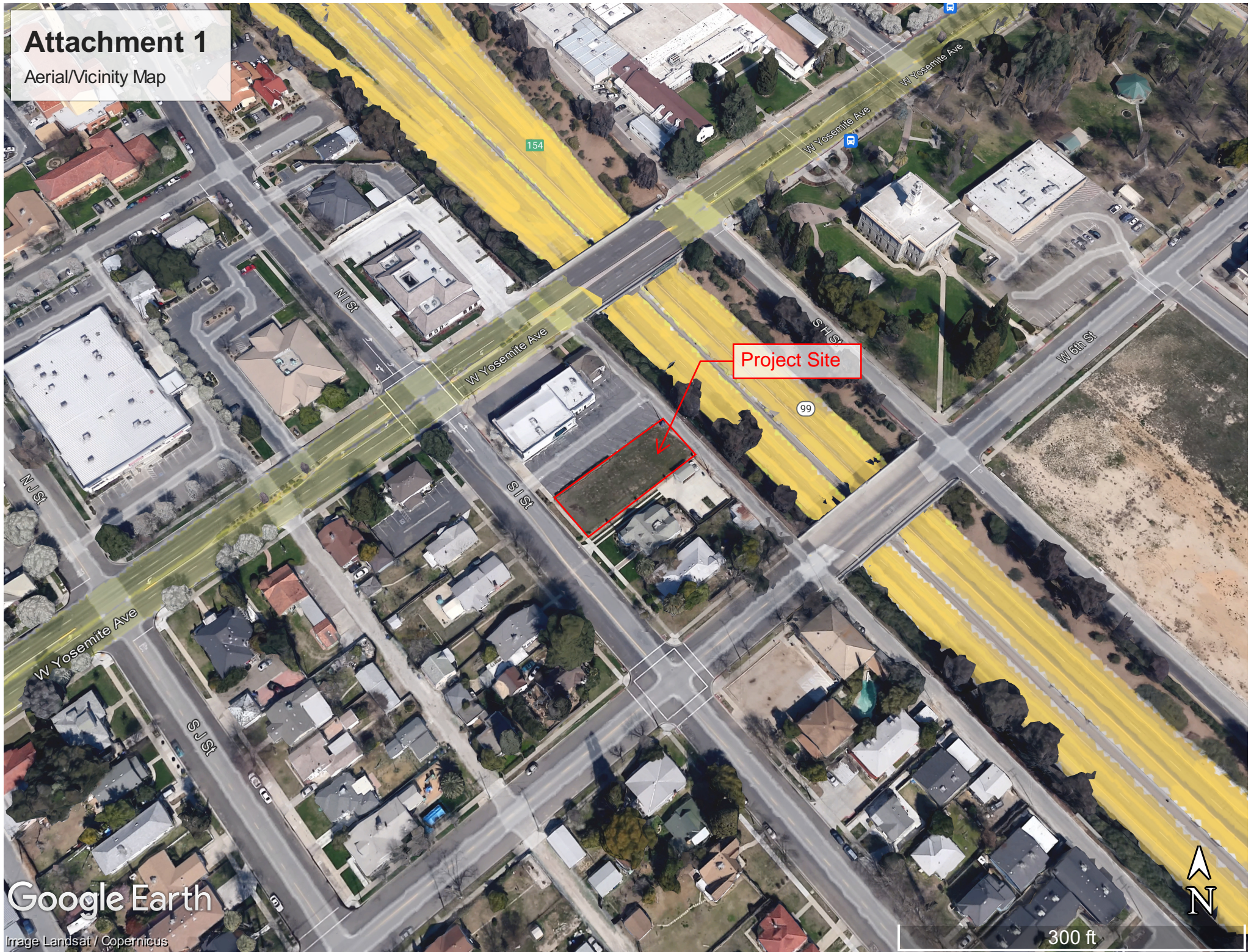
ATTACHMENTS:

1. Aerial/Vicinity Map
2. City General Plan Land Use Map
3. REZ 2023-03 Zoning Map
4. Planning Commission Resolution No. 1979
5. City Council Ordinance for Rezone (REZ 2023-03)
 Exhibit "A": REZ 2023-03 Existing and Proposed Zoning Maps

ATTACHMENT 1
Aerial/Vicinity Map

Attachment 1

Aerial/Vicinity Map



Project Site

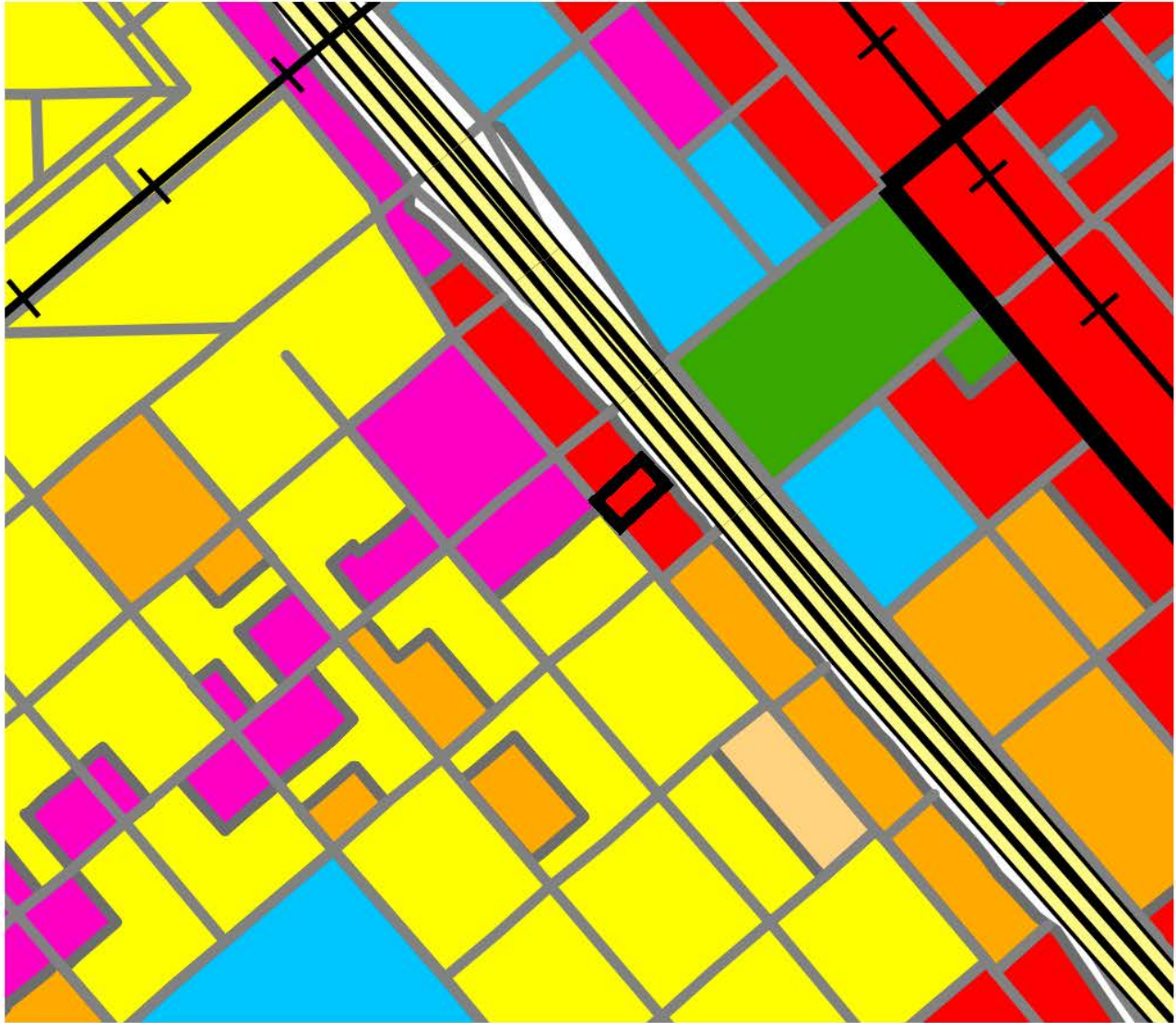
Google Earth

Image Landsat / Copernicus
















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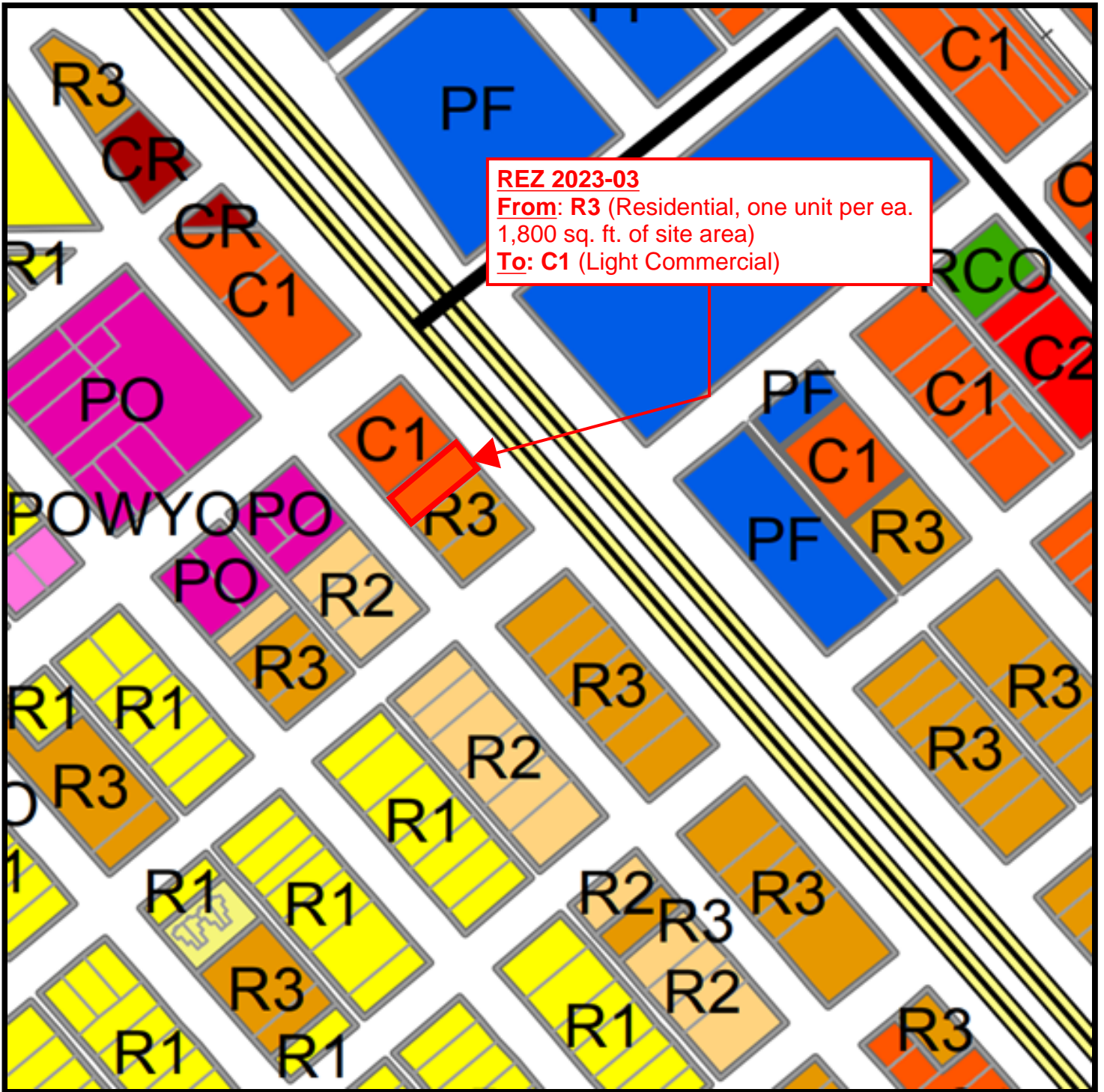
ATTACHMENT 2
General Plan Land Use Map



**General Plan
Land Use Designations**

- | | |
|--|--|
|  C - Commercial |  NMU - Neighborhood Mixed Use |
|  O - Office |  VMU - Village Mixed Use |
|  I - Industrial |  VR - Village Reserve |
|  VLD - Very Low Density Residential |  OS - Open Space |
|  LD - Low Density Residential |  RC - Resource Conservation/Agriculture |
|  MD - Medium Density Residential |  P&SP - Other Public and Semi-Public Uses |
|  HD - High Density Residential | |






ATTACHMENT 3
REZ 2023-03 Zoning Map



REZ 2023-03
From: R3 (Residential, one unit per ea. 1,800 sq. ft. of site area)
To: C1 (Light Commercial)

Zone Districts

Residential Districts

-  RA - (One unit per each 12,000 square feet)
-  R1 - (One unit per each 6,000 square feet)
-  R2 - (One unit per each 3,000 square feet)
-  R3 - (One unit per each 1,800 square feet)
-  PD (12000) - Planned Development
(One unit for each 12,000 sq. ft. of site area)

Commercial Districts

-  C1 - Light Commercial
-  C2 - Heavy Commercial
-  CH - Highway Commercial
-  CN - Neighborhood Commercial
-  CR - Restricted Commercial
-  PO - Professional Office
-  POWYO - Professional Office
West Yosemite Avenue Overlay

ATTACHMENT 4

Planning Commission Resolution No. 1979

RESOLUTION NO. 1979

**RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MADERA
RECOMMENDING THE CITY COUNCIL OF THE CITY OF MADERA ADOPT
DETERMINATIONS OF CATEGORICAL EXEMPTIONS PURSUANT TO CEQA
GUIDELINES SECTION 15303 (NEW CONSTRUCTION OR CONVERSION OF
SMALL STRUCTURES) AND SECTION 15332 (IN-FILL DEVELOPMENT),
AND APPROVE REZONE NO. 2023-03**

WHEREAS, Aftab Naz (“Owner”) owns APN 010-131-002 located at 119 South I Street, Madera, California on the northeasterly side of South I Street between West Yosemite Avenue and West 6th Street (“site”); and

WHEREAS, Gary A. Rogers (“Applicant”) submitted an application for a rezone (REZ 2023-03) for the approximately 0.23 acre site; and

WHEREAS, REZ 2023-03 was filed to facilitate approval of a professional office development on the site pursuant to Site Plan Review (SPR) No. 2023-18 (collectively, the “Project”); and

WHEREAS, the site is planned for Commercial land uses in the adopted City of Madera General Plan and is currently zoned R3 (Residential, One unit for each 1,800 square feet of site area) by the Zoning Ordinance; and

WHEREAS, the Applicant is seeking approval to rezone the site to the C1 (Light Commercial) zone district pursuant to REZ 2023-03; and

WHEREAS, the proposed rezone to C1 (Light Commercial) will provide the required consistency between the General Plan and Zoning Ordinance; and

WHEREAS, the City performed a preliminary environmental assessment and determined the project to be categorically exempt under Section 15303 (New Construction or Conversion of Small Structures) and Section 15332 (In-Fill Development) of the California Environmental Quality Act (CEQA) Guidelines; and

WHEREAS, pursuant to the City Municipal Code (CMC), a public hearing (for amendments to zone boundaries/changes of property from one zone to another) shall be held before the Planning Commission of the City of Madera (Commission) and the Commission shall render a report and recommendation (Resolution) to the City Council of the City of Madera (Council), prior to the Council adopting the amendment or any part thereof; and

WHEREAS, the City provided notice of the Commission hearing as required by law for the hearing of February 13, 2024; and

WHEREAS, the Commission received and independently reviewed REZ 2023-03 and the determination of Categorical Exemptions for purposes of CEQA at the duly noticed meeting on February 13, 2024; and

WHEREAS, at the February 13, 2024, Commission hearing, the public was provided an opportunity to comment, and evidence, both written and oral, was considered by the Commission; and

WHEREAS, after due consideration of all the items before it, the Commission now desires to adopt this Resolution recommending to the Council to adopt a resolution approving a Categorical Exemption for the project pursuant to CEQA and approving REZ 2023-03.

NOW THEREFORE, be it resolved by the Planning Commission of the City of Madera as follows:

1. Recitals: The above recitals are true and correct and are incorporated herein.
2. CEQA Recommendation: A preliminary environmental assessment was prepared in accordance with the California Environmental Quality Act. The Planning Commission recommends the Council determine whether the project is categorically exempt under CEQA Guidelines Section 15303/Class 3 (New Construction or Conversion of Small Structures) and Section 15332/Class 32 (In-Fill Development). The project site is less than five acres in size, is within an urbanized area, commercial development will not exceed 10,000 square feet in floor area, no proposed use will involve the use of hazardous substances, and the surrounding area is not environmentally sensitive. The site is surrounded by other residential and commercial developments. The site is within city limits and will be served by public services. The proposed zoning and project is consistent with the applicable general plan designation, all applicable policies as well as with the proposed zoning designation and regulations.
3. Recommendation of City Council Approval of REZ 2023-03: The Planning Commission finds and determines that the proposed C1 (Light Commercial) district as requested for the site pursuant to REZ 2023-03, is consistent with the adopted Commercial land use designation for the site pursuant to, and in accordance with Policy LU-32 and Table LU-A: General Plan/Zoning Consistency of the Madera General Plan. Therefore, based on evidence in the record, the Planning Commission recommends the City Council approve REZ 2023-03 consistent with the General Plan land use designation and as shown on Exhibit "A."
4. Effective Date: This Resolution shall become effective immediately. The Secretary of the Commission shall certify the adoption of the Resolution and shall transmit copies of the same to the Council of the City of Madera.

* * * * *

Passed and adopted by the Planning Commission of the City of Madera this 13th day of February 2024, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

Robert Gran Jr.
Planning Commission Chairperson

Attest:



Will Tackett, Community Development Director

“Exhibit A” Existing and Proposed Zone District Map

ATTACHMENT 5

City Council Ordinance for Rezone (REZ 2023-03)

Exhibit "A": REZ 2023-03 Existing and Proposed
Zoning Maps

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING THE OFFICIAL CITY OF MADERA ZONING MAP TO REZONE APPROXIMATELY 0.23 ACRES OF PROPERTY LOCATED AT 119 SOUTH I STREET (APN: 010-131-002) FROM THE R3 (RESIDENTIAL, ONE UNIT FOR EACH 1,800 SQUARE FEET OF SITE AREA) ZONE DISTRICT TO THE C1 (LIGHT COMMERCIAL) ZONE DISTRICT

WHEREAS, Aftab Naz (“Owner”) owns approximately 0.23 acres of property located on the northeasterly side of South I Street between West Yosemite Avenue and West 6th Street at 119 South I Street (APN: 010-131-002) in the City of Madera, California (“site”); and

WHEREAS, the site is planned for Commercial land uses on the City of Madera (“City”) General Plan Land Use Map; and

WHEREAS, Gary Rogers, as authorized agent on behalf of the Owner (“Applicant”), submitted Rezone Application No. REZ 2023-03 proposing to rezone the site from the R3 (Residential, One unit for each 1,800 square feet of site area) zone district to the C1 (Light Commercial) zone district; and

WHEREAS, the proposed C1 (Light Commercial) zone district is consistent with the Commercial General Plan land use designation for the Subject Property pursuant to Table LU-A: General Plan/Zoning Consistency of the General Plan; and

WHEREAS, the City performed a preliminary environmental assessment and determined the project to be Categorical Exempt pursuant to Section 15303 (New Construction or Conversions of Small Structures) and Section 15332 (In-Fill Development Projects) of the California Environmental Quality Act (CEQA) Guidelines; and

WHEREAS, the Planning Commission received and reviewed application REZ 2023-03 at a duly noticed meeting on February 13, 2024 wherein the public was provided an opportunity to comment, and evidence, both written and oral, was considered by the Planning Commission; and

WHEREAS, after its hearing, the Planning Commission adopted Resolution No. 1979 recommending the City Council determine the project is Categorical Exempt from the provisions of CEQA and approve Rezone REZ 2023-03; and

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

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

WHEREAS, the Council received and independently reviewed REZ 2023-03 during the duly noticed public hearing conducted at the regularly scheduled meeting of the Council on March 20, 2024; and

WHEREAS, after due consideration of all the items before it, the Council now desires to adopt this Ordinance approving REZ 2023-03.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA ORDAINS AS FOLLOWS:

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

SECTION 2. Public Hearing. The City Council received the recommendation of the Planning Commission (Resolution No. 1979) and held a duly noticed public hearing on March 20, 2024, on the rezoning of the site as shown in Exhibit "A," attached hereto and incorporated by reference.

SECTION 3. CEQA. The City Council finds and determines that REZ 2023-03 is Categorically Exempt pursuant to Section 15303 (New Construction or Conversions of Small Structures) and Section 15332 (In-Fill Development Projects) of the California Environmental Quality Act (CEQA) Guidelines as this action is intended to facilitate development of four new professional offices suites within a new structure totaling approximately 3,278 square feet in area. Neither the project or use will involving significant amounts of hazardous substances. All necessary public services and facilities are available and the surrounding area is not environmentally sensitive. The vacant project site is within City limits, is approximately 0.23 acres in size, and is substantially surrounded by urban uses. The site has no value as habitat for endangered, rare or threatened species.

Approval of the project will not result in any significant effects relating to traffic, noise, air quality, or water quality. The zoning of the site to the C1 (Light Commercial) zone district is consistent with the planned Commercial land use designation of the Madara General Plan. Further, none of the exceptions under Section 15300.2 of the CEQA Guidelines are applicable to this project and the project does not present any unusual circumstances.

SECTION 4. Findings. Based upon the record before it at the public hearing, the City Council determines the adoption of the proposed rezoning ordinance as recommended by the Planning Commission is in the best interest of the City of Madera. The City Council finds Rezone REZ 2023-03 is consistent with the City's Zoning Ordinance to promote the growth of the City in an orderly and sustainable manner and to ensure consistency with the City General Plan. The City Council hereby makes the following findings:

1. The proposed Rezone will provide the required consistency between the General Plan and zoning in accordance with Table LU-A: General Plan/Zoning Consistency of the Madera General Plan.
2. The Rezone is not expected to be detrimental to the health, safety peace, comfort, or general welfare of the neighborhood or the City.

SECTION 5. Approval of Rezone. The City Council hereby approves Rezone REZ 2023-03 and hereby amends the City of Madera Zoning Map as provided for in Chapter 3 of Title X of the Madera Municipal Code from the R3 (Residential, one unit for each 1,800 square feet of site area) zone district to the C1 (Light Commercial) zone district as illustrated in hereto attached Exhibit "A" which indicates the segment of the City of Madera Zoning Map to be amended.

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

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

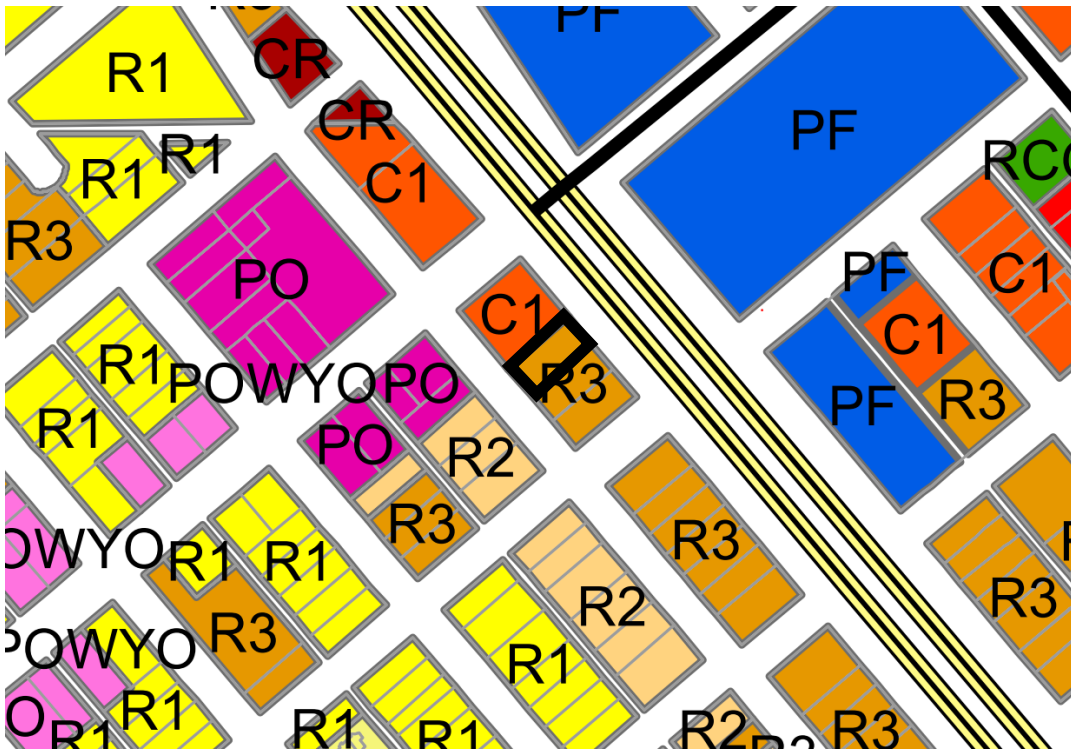
SECTION 8. Effective Date of Rezone. Unless the adoption of this amendment to the Zoning Map is lawfully stayed, thirty-one (31) days after adoption of this amendment, the Community Development Director and City Clerk shall cause these revisions to be made to the City of Madera Zoning Map which shall also indicate the date of adoption of this revision and be signed by the Community Development Director and City Clerk.

* * * * *

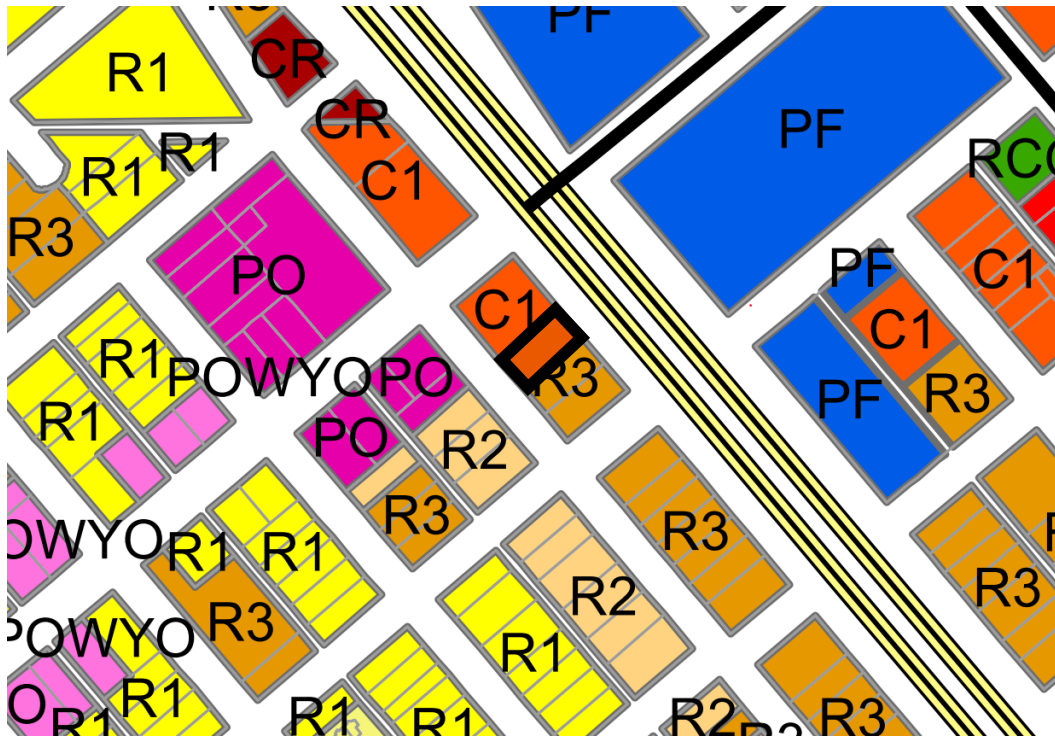
Exhibit "A" – REZ 2023-03 Zoning Map

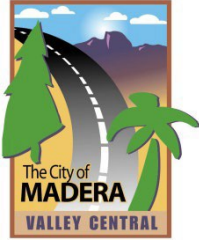
Exhibit "A": Existing and Proposed Zoning Maps

Existing Zoning: R3 (Residential, One unit per 1,800 square feet of site area)



Proposed Zoning: C1 (Light Commercial)






REPORT TO CITY COUNCIL

Approved by:



Will Tackett, Community Development Director



Arnaldo Rodriguez, City Manager

Council Meeting of: March 20, 2024

Agenda Number: D-1

SUBJECT:

Contract with HdL Companies (Hinderliter, deLlamas & Associates) to Provide Consulting Services for Commercial Cannabis Business Regulation, Management and Enforcement.

RECOMMENDATION:

Adopt a Resolution approving an Agreement between the City of Madera and HdL Companies (Hinderliter, deLlamas & Associates) to provide consulting services for commercial cannabis business regulation, management and enforcement, and establishing fees for Cannabis Business Permits.

SUMMARY:

HdL Companies (Hinderliter, deLlamas & Associates) is one of the leading firms offering cannabis regulatory and taxation program services. Their team has completed over 16,000 cannabis compliance inspections and financial audits in California, Colorado, and Nevada; and has reviewed more than 2,000 cannabis business applications. HdL has previously assisted the City of Madera as well as several other local jurisdictions with aspects of their commercial cannabis regulatory and/or taxation programs, including but not limited to, the cities of Fresno, Modesto, Farmersville, Hanford, and Oxford. HdL is also currently contracted to provide financial consulting services to the City of Madera.

On June 16, 2021, the City Council adopted Ordinance No. 977 C.S., adding Chapter 5 to Title VI (Cannabis Business Ordinance) to the City of Madera Municipal Code (CMC) to permit commercial cannabis businesses within the City of Madera (City) and establish a regulatory program requiring all commercial cannabis uses to obtain a commercial cannabis business permit issued by the City prior to commencing operation and engaging in cannabis business.

The purpose and intent of the Cannabis Business Ordinance is to accommodate access to cannabis for both medicinal purposes (as recommended by health care providers) and for adult-

use (persons 21 and over) in accordance with State laws. Additionally, it is the purpose and intent of the Cannabis Business Ordinance to impose sensible regulations on the use of land to protect the city's residents, neighborhoods, and businesses from disproportionately negative impacts. This includes regulation of the commercial cultivation, processing, manufacturing, testing, sale, delivery, and distribution of cannabis and cannabis products in a responsible manner to protect the health, safety, and welfare of the residents of the city and to enforce rules and regulations consistent with state law.

In order to best ensure compliance with state and local laws pertaining to cannabis businesses in the interest of protecting the health, safety and welfare of the residents of the City as well as protecting and accommodating all interests involved, City staff recommend the Council approve a new consulting services agreement with HdL Companies to provide ongoing technical assistance and subject matter expertise not possessed by City staff. Services to be performed would include pre-license/occupancy site visits and inspections; annual post-occupancy compliance inspections; supplemental background checks for employees; and annual revenue audits of commercial cannabis businesses. It should also be noted that the Council adopted Application Procedure Guidelines and Review Criteria for Vertically Integrated, cultivation, distribution, manufacturing, and testing labs Commercial Cannabis Business Permits will require evaluation, review and scoring should any applications for such cannabis businesses be received.

In addition, the Cannabis Business Ordinance provides for various fees and charges to be paid by applicants for cannabis business permits and for operation of cannabis businesses. CMC § 6-5.37 provides that fees and charges for cannabis business operations shall be established by City Council resolution. Staff recommends the Council adopt the prices and rates identified in the Scope of Services attached to the Agreement as fees to be paid by cannabis businesses for the services to be performed.

BACKGROUND & ANALYSIS:

On May 20, 2020, the City entered into an agreement for consultation services with HdL Companies to develop a regulatory program to allow, permit, regulate and tax commercial cannabis businesses. In addition, HdL was contracted to conduct a cost recovery fee study and an analysis of potential fiscal strategies to determine appropriate permitting and regulatory fees and to develop projections for generating additional cannabis-related revenues through a cannabis tax ordinance and accompanying ballot measure.

On September 1, 2021, the Council approved the First Amendment to the agreement for Consultant Services between the City and HdL Companies relating to Cannabis. This amendment authorized additional services to include full review and evaluation of applications for cannabis businesses under the City Cannabis Business Ordinance.

On December 13, 2023, at a special meeting of the Council, the Council adopted Resolution No. 23-206 awarding six CCB Permits to Standard Retail or Microbusiness Applicants. Previously, on August 16, 2023, at a regular meeting of the Council, the Council adopted Resolution No. 23-146

awarding two CCB Permits to Social Equity Applicants.

All services contracted under the prior Agreement and First Amendment thereto were satisfactorily performed and completed by HdL.

Given HdL's experience and direct involvement in the development of the City's cannabis business regulatory program, the evaluation of social equity and standard retail/microbusiness application, and in order to provide continuity and equitability respective to the evaluation of potential future applications, staff is recommending the Council adopt the subject resolution and approve a new contract with HdL to continue providing its technical and subject matter experience to the City for purposes of the ongoing regulation, management and enforcement of commercial cannabis businesses in the City.

A full description of the Scope of Services and prices/rates are included as Exhibit A to the Agreement attached to the proposed Resolution. These services are summarized below:

- Pre-License Site Visits

The City's Cannabis Business Ordinance includes provisions pertaining to mandatory security measures, general operating requirements for commercial cannabis businesses and specific operating requirements respective to various types/classifications of commercial cannabis businesses. Pre-License site visits by HdL complement the final building inspection by verifying all interior and exterior physical site security requirements have been addressed in accordance with the CCB Permit application and all State and local requirements. Site visits shall examine all entrances and exits, limited access areas, locks and alarm systems, access control procedures, surveillance camera locations, safes and cash management procedures, signage, operational protocols and administrative privileges associated with the license type(s) being sought, and other requirements as necessary.

Service deliverables include an initial premises diagram review and report, coordination and arrangements with the business and other agencies, site visit, post-inspection report and any follow-up.

- Supplemental Background Checks

The City's Cannabis Business Ordinance (CMC § 6-5.08 et seq.) provides any person who is an owner, employee or otherwise works within a cannabis business must be legally authorized to do so under state law and shall be required to submit to a criminal background check. The City is required to conduct criminal background checks to identify the minimum criteria of the CMC; primarily, history of various convictions of crimes.

HdL's background checks supplement the State-required Live Scan fingerprint check, which will only disclose Department of Justice (DOJ) records regarding arrests or convictions. California's licensing agencies are only allowed to consider convictions for certain "red line" offenses such as serious or violent felonies, or certain felonies involving

fraud, minors or drug trafficking, as automatic disqualifiers before granting or denying a license. HdL's supplemental background checks expand upon the Live Scan information to identify other factors that local governments may wish to consider before granting discretionary business licenses or permits. These considerations may include other felony offenses, misdemeanor convictions, arrest records, civil judgements, restraining orders, the terrorist screening database, the national sex offender registry, delinquent child support payments, bankruptcies, employment and credit records, and more. Our search includes up to 5 variations on the subject's name and will alert if additional aliases are found which might warrant further investigation.

Service deliverables include providing background checks of all owners, principals, managers and/or employees of cannabis businesses against over 200 million datasets nationwide. HdL will provide an online portal for applicants to submit their application and authorization for background checks and all necessary documentation. Applicants provide their payment directly to HdL through the portal, so there is no cost to the City. HdL offers a lower rate for annual renewals after the initial background check has been completed. HdL's rates include an HdL-designed employee identification badge with the city or county logo which meets all State regulatory requirements.

- Annual Revenue Audits

It should be noted that HdL is currently contracted to provide financial consulting services to the City. These services include sales, use, and transactions tax audits and information services, business license discovery, and business license tax audit services as well as the examination of sales, use, and transaction tax records on file with the California Department of Tax and Fee Administration.

The City's Cannabis Business Ordinance (CMC § 6-5.35 et seq.) requires each owner and operator of a cannabis business to maintain accurate books and records detailing all of the revenues and expenses of the business, and all of its assets and liabilities. Reporting and submittal to the City of statements as well as a financial audit of the business operations conducted by an independent certified public accountant are required on no less than an annual basis. Each cannabis business shall cooperate with the City with respect to any reasonable request to audit the cannabis business' books and records for purposes of verifying compliance with local ordinance including but not limited to the amount of taxes or fees required to be paid during any period.

Subject to the proposed scope of services, HdL will conduct an annual revenue audit of each cannabis business to verify the accuracy of the revenue reported and remitted to the City during the review period and will recommend a tax assessment should the audit reveal any unreported revenue. As part of the audit process, HdL will conduct a risk-based review of each business using its proprietary Cannabis Analytical Testing System (CATS™); designed by HdL to address the unique challenges associated with auditing the cannabis industry and allowing cross-analysis of multiple business records to identify reporting

variances, discrepancies and outliers to produce the most accurate measure of gross receipts on behalf of the City.

Service deliverables include performance of the annual revenue audit of each cannabis business. HdL will provide a draft audit report to the commercial cannabis business. The business will be given an appropriate opportunity to respond to or appeal the report in accordance with the City ordinance. HdL will review any documentation provided by the business to dispute the findings and will adjust the tax/fee assessment as necessary prior to issuing the final report to the City.

Services may also include assistance with administrative appeals or enforcement of audit findings, cannabis tax policy questions or guidance, or other services not directly associated with preparing the revenue audit report.

- Compliance Inspections (Post-Occupancy)

The City's Cannabis Business Ordinance (CMC § 6-5.53 et seq.) includes provisions pertaining to Inspection and Enforcement of the provisions of the CMC. The City Manager is charged with enforcing the provisions of the Cannabis Business Ordinance and is granted authority to enter the location of a cannabis business at any time, without notice, and inspect the location, recordings and records required to be maintained pursuant to local ordinance or state law.

HdL will conduct one or more on-site compliance inspections annually, as requested by the City, for each permitted cannabis business to determine compliance with State and/or local laws. If HdL identifies any non-compliant activities, HdL will provide the City with a recommended appropriate action to address the deficiency and to ensure future compliance by the permittee.

Service deliverables include the preparation of a draft report detailing the findings of the inspections and providing recommendations for improvement where needed. If the inspection identifies any violations of the law or other non-compliance issues, then HdL will prepare a notice to comply as an included part of the report.

- Technical Assistance and Subject Matter Expertise

HdL will provide additional hours of general consulting to be utilized on an as-needed basis at the City's request. Such assistance may include technical assistance, subject matter expertise, education, monitoring of changes to State laws and regulations, participation in conference calls, responding to staff inquires via phone and email, reviewing staff reports to the City Council, assisting with responses to inquiries from the public, or other issues as mutually agreed to by the City and HdL.

FISCAL IMPACT:

The Cannabis Business Ordinance provides for various fees and charges to be paid by applicants

for cannabis business permits and for operation of cannabis businesses. CMC § 6-5.37 provides that fees and charges for cannabis business operations shall be established by City Council resolution. The Resolution proposed for adoption by the Council includes adoption of the charges and rates identified in the Scope of Services attached to the Agreement as fees to be paid by cannabis businesses for the services to be performed.

The execution of the Agreements provides to the fullest extent permitted by law, protections for the City from any liability with respect to having issued a cannabis business permit. The proposed Agreement is intended to be implemented as a pass-through agreement, with those services identified, to be performed on-call. Adoption of the proposed resolution, including the adoption of the charges and rates identified within the Scope of Services attached to the Agreement, will ensure that all costs associated with the implementation of the Cannabis Business Ordinance and necessary services to ensure regulation, management and enforcement are paid at the applicant's sole cost and expense. Accordingly, there is no significant fiscal impact associated with the recommended action.

ATTACHMENTS:

1. Resolution of the Council approving the Agreement between the City of Madera and HdL Companies to provide consulting service for commercial cannabis business regulation, management and enforcement; including,
Exhibit "A": Agreement for Consultation Services between the City of Madera and HdL Companies

ATTACHMENT 1

Resolution of the Council approving the Agreement between
the City of Madera and HdL Companies; including,
Exhibit "A": Agreement for Consultation Services between the City of
Madera and HdL Companies

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, APPROVING AN AGREEMENT WITH HDL COMPANIES TO
PROVIDE CONSULTING SERVICES FOR COMMERCIAL CANNABIS BUSINESS
REGULATION, MANAGEMENT AND ENFORCEMENT, AND ESTABLISHING
FEES FOR CANNABIS BUSINESS PERMITS.**

WHEREAS, the City of Madera is seeking to approve a contract with HdL Companies for continued technical assistance and subject matter expertise pertaining to commercial cannabis businesses as well as additional consultant services to perform pre-license/occupancy site visits and inspections; annual post-occupancy compliance inspections; supplemental background checks for employees; and annual revenue audits of commercial cannabis businesses; and

WHEREAS, a proposal for the above-mentioned services has been requested and received from HdL Companies; and

WHEREAS, HdL Companies did submit a comprehensive proposal outlining personalized objectives; and

WHEREAS, HdL Companies has the programs, equipment and personnel required to deliver the consulting services for cannabis management services referenced herein; and

WHEREAS, the City of Madera would like to enter into a new agreement with HdL Companies for the provision of consulting services for commercial cannabis business services specifically for cannabis regulation, management and enforcement; and

WHEREAS, the City Cannabis Business Ordinance provides for various fees and charges to be paid by applicants for cannabis business permits and for operation of cannabis businesses; and

WHEREAS, City Municipal Code Section 6-5.37 provides that fees and charges for cannabis business operations shall be established by City Council resolution; and

WHEREAS, the City of Madera desires to establish fees and charges for services to be performed pursuant to the Agreement between the City of Madera and HdL Companies to provide consulting services for commercial cannabis business regulation, management and enforcement.

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 Agreement with HdL Companies, a copy of which is attached to this Resolution as Exhibit A, is approved.
3. The Council establishes the charges and rates identified within the Scope of Services included as part of the Agreement with HdL Companies, a copy of which is attached to this Resolution as Exhibit A, as fees to be paid by applicants for cannabis business permits for the respective service to be performed, as authorized by City Municipal Code Section 6-5.37.
4. The foregoing shall be deemed a part of the City's Master Fee Schedule.
5. This resolution is effective immediately upon adoption.

* * * * *

Attachments:

Exhibit A: Agreement for Consultation Services between the City of Madera and HdL Companies

EXHIBIT A

Agreement for Consultation Services between the City of
Madera and HdL Companies

**AGREEMENT FOR CONSULTANT SERVICES BETWEEN THE CITY OF MADERA
AND HdL COMPANIES**

THIS AGREEMENT is made and entered into the ____ day of _____, 2024, by and between the CITY OF MADERA, a municipal corporation of the State of California, hereinafter called "City" and Hinderliter, deLlomas & Associates (HdL Companies) hereinafter called "Consultant";

RECITALS

- A. WHEREAS, City of Madera is seeking to approve a contract with HdL Companies for continued technical assistance and subject matter expertise pertaining to commercial cannabis businesses as well as additional consultant services to perform pre-license/occupancy site visits and inspections; annual post-occupancy compliance inspections; supplemental background checks for employees; and annual revenue audits of commercial cannabis businesses; and
- B. WHEREAS, a proposal for the above-mentioned services has been requested and received from HdL Companies; and
- C. WHEREAS, HdL Companies did submit a comprehensive proposal outlining personalized objectives; and
- D. WHEREAS, Consultant has the programs, equipment and personnel required to deliver the consulting services for cannabis management services referenced herein in; and
- E. WHEREAS, the City of Madera would like to enter into a new agreement with HdL Companies for the provision of consulting services for commercial cannabis business services specifically for cannabis regulation, management and enforcement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, it is agreed by and between the City and the Consultant as follows:

1. Services. The City hereby contracts with Consultant to provide Cannabis Management Services, herein set forth at the compensation and upon the terms and conditions herein expressed, and Consultant hereby agrees to perform such services for said compensation, and upon said terms and conditions City hereby authorizes Consultant to commence work on May 21, 2024. Notwithstanding any other provision of this Agreement, services are performed on an as-needed basis as solely determined by the City. Nothing herein restricts the City's authority to obtain similar services from third parties.

2. Obligations, duties and responsibilities of Consultant. It shall be the duty, obligation and responsibility of the Consultant, in a skilled and professional manner, to perform, furnish and supply to the City the services and supplies in accordance with the service descriptions ("Scope of Services") identified and attached hereto as **Exhibit A** and incorporated herein by this reference.

3. Consultant's fees and compensation: amount, how and when payable.

3.1 Fees. For all the work and services, including supplies and equipment, pertaining to the Cannabis Management Services Agreement and supplies required to be furnished by the Consultant to the City, City agrees to pay to Consultant and Consultant agrees to accept and receive as payment in full the following fees and compensation which shall be known as the "Fee" to be paid as hereinafter set forth.

a. Cost Schedule. City shall compensate Consultant for all the work and services, including travel expenses, by the amounts and at the prices and hourly rates specified in the Scope of Services identified and attached hereto as **Exhibit A** and incorporated herein by this reference.

4. Term of Agreement. This Agreement shall be effective on March 20, 2024, after approval by the City Council at a duly scheduled meeting thereof and shall continue in full force and effect for three (3) year(s), through March 20, 2027, unless otherwise terminated earlier by one of the parties pursuant to Section 8 of this Agreement. This Agreement may be extended by mutual written consent annually thereafter, not to exceed two (2) additional years, by providing such notice to the parties as identified in Section 8 of this Agreement.

5. Hold Harmless and Insurance Requirements.

5.1 Independent contractor. In the furnishing of the services provided herein, the Consultant is acting as an independent contractor and not as an employee of the City. Consultant acknowledges and agrees that at all times, Consultant or any agent or employee of Consultant shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Consultant, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. Consultant or any agent or employee of Consultant shall not have employee status with City, not be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Consultant or any agent or employee of Consultant is liable for the acts and omissions of itself, its employees, and its agents. Consultant shall be responsible for all obligations and payments, whether imposed by federal, state, or local laws, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Consultant's performing services and work, or any agent or employee of Consultant providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Consultant or any agent or employee of Consultant. Any terms in this Agreement referring to direction from City

shall be construed as providing for direction as to policy and the result of Consultant's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Consultant performs work under this Agreement

5.2 Indemnification and Waivers. Contractor shall indemnify, defend, and hold harmless the City, its officers, employees, agents and volunteers ("City indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsel's fees and costs of litigation ("claims"), arising out of the Contractor's performance of its obligations under this agreement or out of the operations conducted by Contractor, except for such loss or damage arising from the active negligence, sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Contractor's performance of this agreement, the Contractor shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsel's fees, incurred in defense of such claims.

5.3 Insurance. During the term of this Agreement, Consultant shall maintain, keep in force and pay all premiums required to maintain and keep in force liability and property damage insurance. The limits of such policy shall be as required by the City of Madera. A copy of the City's requirements for such insurance coverage is attached hereto as **Exhibit B** to this Agreement.

6. Attorney's Fees/Venue. In the event that any action is brought to enforce the terms of this Agreement, the party found by the court to be in default agrees to pay reasonable attorney's fees and costs to the successful party in an amount to be fixed by the Court. The venue for any claim being brought for breach of this Agreement shall be in Madera County.

7. Governing Law. The laws of the State of California shall govern the rights and obligations of the parties under this Agreement, including the interpretation of the Agreement. If any part of the Agreement is adjudged to be invalid or unenforceable, such invalidity shall not affect the full force and effect of the remainder of the Agreement.

8. Termination.

8.1 This Agreement may be terminated at any time by either party upon thirty (30) calendar days written notice and in accordance with the provisions of Section 10 herein below. In the event the Agreement is terminated by either party, Consultant shall be compensated for services performed to the date of termination based upon the compensation rates and subject to the maximum amounts payable agreed to together with such additional services performed after termination which are authorized in writing by the City representative to wind up the work performed to date of termination.

8.2 City reserves its right to immediately suspend or terminate this Agreement in whole or in part by written notice at its discretion upon the provision of written notice as described in this section.

In no event shall any payment by City or acceptance by Consultant constitute a waiver by such party of any breach of this Agreement or any default which may then exist on the part of either party. Neither shall such payment impair or prejudice any remedy available to either party with respect to such breach or default. City shall have the right to demand of Consultant the repayment to City of any funds disbursed to Consultant under this Agreement which, as determined by the appropriate court or arbitrator, were not expended in accordance with the terms of this Agreement.

9. Compliance with Laws. In providing the services required under this Agreement, Consultant shall at all times comply with all applicable federal, state, and local laws.

9.1 Laws Incorporated by Reference. The full text of the laws listed in this Section, including enforcement and penalty provisions, are specifically incorporated by reference into this Agreement.

9.2 Conflict of Interest. By executing this Agreement, Consultant certifies that it does not know of any fact which constitutes a violation of Title 9, Chapter 7 of the California Government Code (Section 87100 et seq.), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 et seq.), and further agrees promptly to notify the City if it becomes aware of any such fact during the term of this Agreement.

9.3. Proprietary Information. In the performance of Services, Consultant may have access to City's proprietary or confidential information, the disclosure of which to third parties may damage City. If City discloses proprietary or confidential information to Consultant, such information must be held by Consultant in confidence and used only in performing the Agreement. Consultant shall exercise the same standard of care to protect such information as a reasonably prudent Consultant would use to protect its own proprietary or confidential information.

9.4. Nondiscrimination Requirements. Consultant shall comply with all state and federal laws in the administration and performance of this Agreement.

9.5. Alcohol and Drug-Free Workplace. City reserves the right to deny access to, or require Consultant to remove from, City facilities personnel of any Consultant or subcontractor who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City's ability to maintain safe work facilities or to protect the health and well-being of City employees and the general public. City shall have the right of final approval for the entry or re-entry of any such person previously denied access to, or removed from, City facilities. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for which the individual lacks a valid prescription. Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol.

9.6. Public Records Act. Contractor acknowledges that this Agreement and all records related to its formation, Contractor's performance of services, and City's payment

are subject to the California Public Records Act, (California Government Code §6250 et seq.). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state, or local law.

10. Notices. All notices and communications from the City and Consultant shall be provided as follows. Verbal communications shall be confirmed in writing. All written notices shall be provided and addressed as indicated below.

All notices shall be mailed to the City:

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

To Consultant:

HdL Companies
David McPherson
120 S. State College Blvd., Ste. 200
Brea, CA 92821

11. Assignment. Neither the City nor the Consultant will assign its interest in this Agreement without the written consent of the other.

12. Entire Agreement. This contract sets forth the entire Agreement between the parties and supersedes all prior negotiations, representations or agreements either oral or written with respect to the subject matter herein.

13. Venue. The formation, interpretation, and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this Agreement shall be in the County of Madera.

14. Authority. The signatories to this Agreement warrant and represent that they have the legal right, power, and authority to execute this Agreement and bind their respective entities.

15. Severability. In the event any term or provision of this Agreement is declared to be invalid or illegal for any reason, this Agreement will remain in full force and effect and will be interpreted as though such invalid or illegal provision were not a part of this Agreement. The remaining provisions will be construed to preserve the intent and purpose of this Agreement and the parties will negotiate in good faith to modify any invalidated provisions to preserve each party's anticipated benefits.

16. Amendments and Waiver. This Agreement shall not be modified or amended in any way, and no provision shall be waived, except in writing signed by the parties hereto. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such

waiver constitute a continuing or subsequent waiver of the same provision. Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the remaining provisions of this Agreement.

17. Third Party Beneficiaries. Nothing in this Agreement shall be construed to confer any rights upon any party not a signatory to this Agreement.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement at Madera, California, the day and year first above written.

CITY OF MADERA

BY: _____
Santos Garcia, Mayor

BY: _____
Andy Nickerson, President, HdL Companies

ATTEST:

Alicia Gonzales, City Clerk

APPROVED AS TO FORM:

Shannon L. Chaffin, City Attorney

March 11, 2024

Arnoldo Rodriguez
City Manager
City of Madera
205 West 4th Street
Madera, CA 93637

Re: Service Descriptions and Pricing

Pre-License Site Visits

\$2,500 Per Site Visit

HdL shall review the premises diagram and conduct a site visit of each cannabis business prior to issuance of a certificate of occupancy. Site visits shall complement the final building inspection by verifying all interior and exterior physical site security requirements have been addressed in accordance with the application and all State and local requirements. Site visits shall examine all entrances and exits, limited access areas, locks and alarm systems, access control procedures, surveillance camera locations, safes and cash management procedures, signage, operational protocols and administrative privileges associated with the license type(s) being sought, and other requirements as necessary. The HdL inspector may be accompanied on the inspection by the City's building inspector or representatives from the Police Department and Fire Department, if desired by the City.

The cost for this service includes an initial premises diagram review and report, coordination and arrangements with the business and other agencies, site visit, post-inspection report and any follow-up. This cost assumes 10-days advance notice for scheduling and travel arrangements. Travel will be charged at HdL's hourly rates.

Supplemental Background Checks

No Cost to City (See Below)

HdL shall provide background checks of all owners, principals, managers and/or employees of cannabis businesses. Our background checks supplement the State-required Live Scan fingerprint check, which will only disclose Department of Justice (DOJ) records regarding arrests or convictions. California's licensing agencies are only allowed to consider convictions for certain "red line" offenses such as serious or violent felonies, or certain felonies involving fraud, minors or drug trafficking, as automatic disqualifiers before granting or denying a license.

Our supplemental background checks expand upon the Live Scan information to identify other factors that local governments may wish to consider before granting discretionary business licenses or permits. These considerations may include other felony offenses, misdemeanor convictions, arrest records, civil judgments, restraining orders, the terrorist screening database, the national sex offender registry, delinquent child support payments, bankruptcies, employment and credit records, and more. Our search includes up to 5 variations on the subject's name and will alert if additional aliases are found which might warrant further investigation.

Our comprehensive background process checks the subject's name and social security number against over 200 million datasets nationwide, including all of the following¹:

- 7 yr. unlimited county courts and criminal records search
- Social Security, name and address comparison
- DMV search
- National Criminal Court report
- National Sex offender registry
- Federal criminal history
- State Department of Public Safety
- State Department of Corrections
- Terror watch list
- Bankruptcy, lien and judgments
- Delinquent child support payments
- Employment credit report
 - Financial summary
 - Personal information comparison
 - Address comparison
 - Employment comparison
 - Credit bureau report / credit history
 - Public records search

Any felony convictions that would be automatic disqualifiers pursuant to B&P 26057 (Violent and Serious Felony Convictions) must be confirmed through the Live Scan process. The degree to which other records may be used to inform the approval or renewal of a local business license or permit is subject to local ordinance requirements.

HdL offers separate rates for owners, principals or managers of cannabis businesses and for regular employees or line staff. We also offer a lower rate for annual renewals after the initial background check has been completed. Our rates include an HdL-designed employee identification badge with the city or county logo which meets all State regulatory requirements.

HdL provides an online portal for applicants to submit their application and authorization for background checks and all necessary documentation. Applicants provide their payment directly to HdL through the portal, so there is no cost to the City.

Background Checks	Owner, principal or manager	Employee or line staff
Initial background check	\$300	\$100
Annual renewal	\$100	\$75
Reissue lost or stolen badge	\$10	\$10

Prices valid as of the date of this proposal and subject to change without notice.

¹ Renewals and background checks for employees include a lesser level of investigation.

Annual Revenue Audits

\$10,000 Per Audit

HdL will conduct an annual revenue audit of each cannabis business to verify the accuracy of the revenue reported and remitted to the City during the review period and will recommend a tax assessment should the audit reveal any unreported revenue. As part of the audit process, HdL will conduct a risk-based review of each business using our proprietary Cannabis Analytical Testing System (CATS™). CATS was designed by HdL to address the unique challenges associated with auditing the cannabis industry. CATS allows audit staff to cross-analyze multiple business records to identify reporting variances, discrepancies and outliers to produce the most accurate measure of gross receipts on behalf of the City.

To initiate the process, the City shall provide HdL with a list of all licensed cannabis businesses subject to audit. HdL shall work with the City to determine the appropriate review period for each business and to develop a schedule for conducting all audits. As the time for each audit approaches, HdL will prepare a notification letter informing the licensee of the impending audit and providing a list of all records and documentation the business is required to provide, including remote access to the business's point-of-sale (POS) system where applicable. HdL recommends that the notification letter be sent by the City to communicate HdL's authority to conduct the audit and to encourage cooperation by the business.

The full annual audit shall include:

- Review Point-of-Sale (POS) system structure
- Review inventory system (subject to METRC data)
- Analyze and compare POS data with other available data sources, including:
 - City cannabis tax returns
 - State tax returns
 - Federal tax returns
 - METRC sales and inventory data
 - CDTF data
 - Bank statements
 - ATM or other merchant statements
 - Sales receipts
 - Other financial documents as available
- Identify any variances or over/under reporting
- Calculate any taxes or fees due to the City
- Prepare and issue report

Where cannabis cultivation is taxed on a square-footage basis, the audit shall include one annual site inspection to verify compliance with maximum permitted canopy area. Square footage audits may also consider documented findings from inspections by the City, DCC or other agencies, where available.

A business that holds multiple state cannabis licenses shall be considered a single business for audit purposes, provided that all licenses are held and operated under the same name, ownership, location, and a single tax ID number. Any variation may indicate separate business entities requiring separate audits. Any such determination shall be made on a case-by-case basis in consultation with the City.

HdL will provide a draft audit report to the commercial cannabis business. The business will be given an appropriate opportunity to respond or appeal the report in accordance with the City ordinance. HdL will review any documentation provided by the business to dispute the findings and will adjust the tax/fee assessment as necessary prior to issuing the final report to the City.

The cost for this service assumes a standard 12-month review period. The cost for a longer term shall be increased per each additional 6-month period (2 fiscal quarters). Pricing available upon request. This cost also assumes reasonable cooperation from the licensee. Non-cooperation by the licensee may result in additional charges at HdL's hourly rate, or in termination of the audit and potential enforcement action by the City. Any such action or additional charges would be determined in consultation with the City.

The cost does not include assistance with administrative appeals or enforcement of audit findings, cannabis tax policy questions or guidance, or other services not directly associated with preparing the revenue audit report. Any costs associated with such additional services would be billed at HdL's hourly rate.

Compliance Inspections

\$2,500 Per Inspection

HdL will conduct one or more on-site compliance inspections annually, as requested by the City, for each permitted cannabis business to determine compliance with State and/or local laws. If HdL identifies any non-compliant activities, we will provide the City with a recommended appropriate action to address the deficiency and to ensure future compliance by the permittee.

The cost for these services includes all of the following:

- Notifying permittee of pending inspection
- On-site inspection to ensure that each business complies with all State and local laws and regulatory protocols for all of the following:
 - Inventory management
 - Cash handling procedures
 - Access control
 - Video surveillance
 - Alarm system maintenance and safety
 - Lock standards
 - Packaging and labeling
 - Waste management
 - Transportation documentation
 - Surveillance equipment maintenance
 - Occupational badges
 - Business records
 - Other items as necessary to ensure compliance with laws
- Preparation of a draft report detailing the findings of the inspection and providing recommendations for improvement where needed. If the inspection identifies any violations of law or other non-compliance issues, then HdL will prepare a notice to comply as an included part of the report.

- All travel costs associated with the inspection, assuming a minimum of four inspections per day. If fewer than four inspections are requested, HdL will charge for travel based upon hourly rates, or a flat fee to be determined in consultation with City.
- All phone, email and other communications involved in preparing for, scheduling and coordinating the inspections and providing the report.

Facilities greater than 30,000 square feet will be subject to an additional cost at HdL's hourly rate to account for the additional time involved in conducting inspections, documenting issues of non-compliance and preparing reports. HdL will notify the City in advance if additional hourly charges are necessary to complete the inspection.

The cost for this service does not include any follow-up re-inspection or review of any documents provided to address or contest any findings of non-compliance, nor does it include any assistance with the appeal of any enforcement action by the City. Any costs associated with such additional services would be billed at HdL's hourly rate.

Technical Assistance and Subject Matter Expertise

Hourly Rate

HdL will provide additional hours of general consulting to be utilized on an as-needed basis at the City's request. Such assistance may include technical assistance, subject matter expertise, education, monitoring of changes to State laws and regulations, participation in conference calls, responding to staff inquiries via phone and email, reviewing staff reports to the City Council, assisting with responses to inquiries from the public, or other issues as mutually agreed to by the City and HdL.

Hourly Rates for HdL Staff

The prices in this proposal are based on the hourly rates for HdL staff as shown in the chart below. Any additional services requested by the client that are not specifically described in this proposal would be billed at the standard rate for the assigned staff person.

HdL Staff Person	Title	Hourly Rate
Matt Eaton	Director of Compliance	\$300
Mark Lovelace	Senior Policy Advisor	\$300
Elizabeth Eumurian	Audit Manager	\$300
Michelle Shaw	Compliance Inspector	\$235
Teresa Schnieder	Compliance Inspector	\$235
Valerie Carter	Senior Auditor	\$250
Tao Lu	Senior Auditor	\$250
Pamela Davis	Auditor	\$235
Eric Magana	Auditor	\$235
Jennifer Erwin	Auditor	\$235
Dante Chegini	Audit Analyst	\$225
Michael Cimino	Audit Analyst	\$225
Kristi Lervold	Compliance Administrator	\$200
All rates current as of the date of this proposal		

Insurance Requirements for Consultants

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

Minimum Scope and Limits of Insurance

Consultant shall maintain limits no less than:

- **\$2,000,000 General Liability** (including operations, products and completed operations) per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO form CG 20 10 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **\$2,000,000 Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and **\$1,000,000 Employer's Liability** per accident for bodily injury or disease. Consultant shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.
- **\$1,000,000 Professional Liability (Errors & Omissions)** per claim and in the aggregate. Consultant shall maintain professional liability insurance that insures against professional errors and omission that may be made in performing the Services to be rendered in connection with this Agreement. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement. The cost of such insurance shall be included in Consultant's bid.

Maintenance of Coverage

Consultant shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Consultant, its agents,

Exhibit B: Insurance Requirements

representatives, employees, subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance

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

Acceptable Insurers

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

Waiver of Subrogation

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

Enforcement of Contract Provisions (non estoppel)

Consultant acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

Specifications not Limiting

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

Notice of Cancellation

Consultant agrees to oblige its insurance agent or broker and insurers to provide to the City with thirty (30) calendar days notice of cancellation (except for nonpayment for

Exhibit B: Insurance Requirements

which ten (10) calendar days notice is required) or nonrenewal of coverage for each required coverage.

Self-insured Retentions

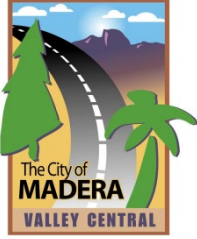
Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City's Risk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

Timely Notice of Claims

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

Additional Insurance

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



REPORT TO CITY COUNCIL

Approved by:

Council Meeting of: March 20, 2024

Joseph Hebert

Agenda Number: D-2

Joseph Hebert, Parks & Community Services Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

SUBJECT:

Authorizing Resolution for the Acceptance of the General Fund Grant for the Lions Town & Country Park Trail System Upgrades

RECOMMENDATION:

Adopt a Resolution Accepting the Amount of \$1,100,000 from the General Fund Grant Administered by the California Natural Resources Agency for the Lions Town & Country Park Trail System Upgrades

SUMMARY:

The City has been awarded \$1,100,000 under the General Fund Specified Grants Fiscal Year (FY) 2023/24 Development & Acquisition Projects. This program is administered by the State of California Natural Resources Agency (Agency).

By approving the Resolution, the Council affirms the City's commitment to effectively managing and utilizing the awarded funds for the designated project. This formal documentation strengthens the City's position in fulfilling its obligations and responsibilities, facilitating a smooth and transparent process for grant implementation.

DISCUSSION:

The Agency oversees and supports more than 26 distinct departments, conservancies, and commissions. It leads efforts to steward California's natural environment and advance the Governor's key priorities.

This specified grant originated from a line item in the State of California fiscal year 2023-24 budget. An Authorizing Resolution is required before a contract will be issued, and an approved

application packet is required before grant payments can be approved. The grant performance period is September 30, 2023 – March 1, 2027.

This funding will be used to complete trail system upgrades at Lions Town & Country Park. Staff have secured consultant services from O’Dell Engineering, which is assisting with the design and restoration plans for the trail system, construction documentation packages, and overall code compliance.

For context, the trail system, constructed over 35 years ago, is currently in a state of disrepair caused by a lack of funding to improve and upgrade trail conditions. The trail is presently made of decomposed granite. It is produced by subjecting granite parent material to erosion and weathering to weaken, thus making it easier to crush into much smaller pieces with a smooth texture ideal for gardens and footpaths. This initially temporary medium has become difficult and costly to maintain as the trail system spans just under a mile in and around the park. With this weakened trail infrastructure, erosion from use, time, and weather has given way to muddy and uneven walking surfaces with numerous potholes. These unsafe conditions can reduce residents' enjoyment of the trails, leading them to abandon utilizing them altogether.

To date, O’Dell Engineering has completed topographic survey base mapping and preliminary design plans and initiated the preparation of the environmental and construction documents. Staff understand the importance of this project and estimate it may go out to bid in the summer of 2024.

Staff will note that the City will utilize the \$1,100,000 funding and \$500,000 from the State of California Department of Parks and Recreation, Office of Grants and Local Services to cover costs associated with the trail system upgrades. The Council approved an Authorizing Resolution on December 20, 2023, for the \$500,000 award, with Resolution No. 23-211. Accepting the \$1,100,000 award would bring the total funding for trail system upgrades and park improvements to \$1,600,000. As the total funding permits, additional improvement projects at the park may be considered, such as the expansion of the play area and the expansion of the parking lot, among other improvement plans.

The Lions Town & Country Park is the City of Madera’s largest park that features just under a mile trail system, amphitheater, playground, and baseball fields. Not only is the park a destination utilized for residents’ physical well-being, but it also serves as a community hub.

FINANCIAL IMPACT:

The submission of the Authorizing Resolution does not currently impose any financial implications on the City's budget. The City has budgeted \$915,712 in FY 2023/24 in anticipation of this award and to be able to commence work on the project. Costs incurred after the

performance period start date of September 1, 2023, are eligible for reimbursement. Costs to date have been incurred after this date.

This Fiscal Year, the City has already encumbered a total of \$172,400 through Task Order No. 1016-2023 with O'Dell Engineering, Inc. (O'Dell). The Task Order was executed under the authority of Resolution No. 22-178, which approved consultant service agreements with various professional engineering firms for on-call services. O'Dell was one of these firms.

Funds for the \$1,100,000 award will not be disbursed until a fully executed Grant Agreement between the California Natural Resources Agency and the City is signed. This is generally a reimbursement-based grant.

ALTERNATIVES:

In considering the Council's option regarding the Authorizing Resolution, two potential alternatives are identified for consideration:

1. The Council may choose to request that staff bring additional information back to a subsequent meeting. This option allows the Council to seek further clarification on the matter but does delay the opportunity to secure this funding with an executed agreement.
2. The Council may decide not to approve the Authorizing Resolution. This choice would involve forfeiting the funds for the specified purpose and leaving the city with the financial responsibility to cover costs associated with the trail system upgrades at Lions Town & Country Park.

ATTACHMENTS:

1. Resolution – Authorizing Resolution for the General Fund Grant Funds as Overseen by the California Natural Resources Agency

ATTACHMENT 1

Resolution – Authorizing Resolution for the General Fund Grant Funds as Overseen by the
California Natural Resources Agency

RESOLUTION NO. 24-_____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA
APPROVING THE ACCEPTANCE OF GENERAL FUND GRANT FUNDS FOR
LIONS TOWN & COUNTRY PARK TRAIL SYSTEM UPGRADES AND
IMPROVEMENTS**

WHEREAS, the Legislature and Governor of the State of California have approved a grant for the project shown above; and

WHEREAS, the California Natural Resources Agency has been delegated the responsibility for the administration of the grant project, setting up necessary procedures; and

WHEREAS, said procedures established by the California Natural Resources Agency require the Grantee to certify by resolution the approval of a Project Information Package before submission of said package to the State; and

WHEREAS the Grantee will enter into an agreement with the State of California for the above project:

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

1. Approves the acceptance of a general fund allocation for local assistance for the above project(s); and
2. Certifies that said agency understands the assurances and certification in the Project Information Form; and
3. Certifies that said agency will have sufficient funds to develop, operate and maintain the project consistent with the land tenure requirements of the Grant Agreement; or will secure the resources to do so; and
4. Certifies that said agency will comply with the provisions of Section 1771.5 of the California Labor Code.
5. If applicable, certifies that the project will comply with any laws and regulation including, but not limited to, the California Environmental Quality Act (CEQA), legal requirements for building codes, health and safety codes, disabled access laws, environmental laws and, that prior to commencement of construction, all applicable licenses and permits will have been obtained.
6. Certifies that said agency has reviewed and understands the General Provisions contained in the sample Grant Agreement contained in the Procedural Guide; and

7. Appoints the City Manager as agent to conduct all negotiations, execute and submit all documents including, but not limited to the Project Information Form, agreements, payment requests and so on, which may be necessary for the completion of the aforementioned project(s).

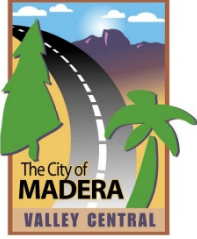
Approved and adopted the 20th day of March, 2024

I, the undersigned, hereby certify that the forgoing Resolution Number _____ was duly adopted by the City of Madera City Council.

Following Roll Call Vote: Ayes _____
 Nos _____
 Absent _____

Alicia Gonzales, City Clerk

* * * * *



REPORT TO CITY COUNCIL

Approved by:

Council Meeting of: March 20, 2024

Joseph Hebert

Agenda Number: D-3

Joseph Hebert, Parks & Community Services Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

SUBJECT:

Contract Change Order for the Vernon McCullough River Trail Restoration Project

RECOMMENDATION:

1. Adopt a Resolution Approving a Contract Change Order for the Vernon McCullough River Trail Restoration Project in the Amount of \$62,428.50
2. Authorizing additional construction contingencies of up to 10 percent of the original construction agreement amount of \$190,116, up to an additional \$19,011.60

SUMMARY:

On November 15, 2023, Council approved Resolution No. 23-197 awarding a contract under Invitation for Bids (IFB) No. 202324-07 to Witbro Inc. dba Seal Rite Paving and Grading (Seal Rite) for trail seal coating and repairs at the Vernon McCullough River Trail for \$190,116.

Since the initiation of the trail project, careful assessment and consideration have identified specific areas requiring additional attention. It has been determined that supplementary work is necessary at two sections of the trail. Additionally, following the original scoping of the project, additional damaged areas have been uncovered that must be rectified before the seal coating process can proceed effectively.

In light of these findings, it is recommended that a change order be implemented to accommodate the required adjustments and repairs. The projected cost associated with this change order amounts to \$62,428.50.

DISCUSSION:

Seal Rite began work on January 30, 2024, when they started clearing/grubbing, repairing identified potholes, and filling identified cracks along the trail identified in the bid. Takeoff sheets outlined the various locations of the identified potholes and cracks. The takeoff sheets quantified the locations, components, and measurements of the potholes and cracks, as identified in early 2022.

For background, the trail conditions and the need to restore the trail surface were discussed as part of the Department of Transportation (Caltrans) Clean California Local Grant Program (CCLGP), Cycle 1, funding opportunity. During this grant application, and due to the grant's focus on revitalizing open spaces, trail restoration became a component of the grant application. The City was ultimately awarded the CCLGP funding for an award amount of \$832,350 in late 2022.

- With the help and support of the Engineering Department, clear technical specifications were developed for the trail work needed by the summer of 2023.
- IFB No. 202324-07 was released on September 16, 2023.
- Bids were due on October 16, 2023.
- The award recommendation was presented to Council on November 15, 2023.
- Notice of Award provided to Seal Rite on November 21, 2023.
- Seal Rite began work on January 30, 2024.

Additional cracks and potholes along the extent of the trail

In mid-February, City staff conducted a comprehensive walk-through of the trail to evaluate the progress. This assessment aimed to identify any additional areas requiring attention that could impact the effectiveness of the seal coating process during the crack filling and pothole repair phase. During this inspection, staff observed an increased number of cracks, some of which had widened, along with potholes that had expanded or contributed to the deterioration of the trail edges.

On February 28, 2024, Seal-Rite and City staff members convened at the trail site to review its conditions, particularly following a significant rain event. The meeting allowed both parties to discuss the current state of the trail pavement and to deliberate on necessary actions to ensure optimal conditions for the forthcoming seal coating phase of the project. Various recommendations were proposed and discussed to address the pavement conditions effectively, aiming to facilitate a successful seal coating process.

Additional work in the Section of the trail behind Rotary Park

A particular segment of the trail behind the Rotary Park pavilion, leading to the State Route 99 underpass, has been identified as requiring attention and enhancement. This section spans approximately 217 linear feet and currently maintains a width of 8 feet.

Given the increased usage and observed deterioration, it is recommended to expand the width of this trail segment from 8 feet to 10 feet. Raising the trail's elevation is also proposed to mitigate flooding issues during or after significant rain events. This elevation adjustment aims to prevent instances where the trail becomes submerged by six inches or more, thereby minimizing washouts and erosion along the trail edges.

The urgency for this recommendation is underscored by the accelerated deterioration of this section since the initial assessment of the trail in early 2022. Notably, this segment experiences heavy foot traffic on Wednesdays and Sundays, primarily due to residents visiting the flea market.

Implementing these enhancements will address existing concerns and contribute to the overall safety, accessibility, and longevity of the trail infrastructure, ensuring an improved experience for residents and visitors frequenting this popular route.

Additional work in the Section of the trail from Schnoor Street to Granada Drive

Extensive alligator and spider cracking has significantly impacted approximately 400 linear feet of the trail between Schnoor Street and Granada Drive. To address this issue effectively, it is recommended that the trail be grounded in place, followed by compaction and repaving.

As a result, the project has been temporarily halted, pending presentation to the Council for further deliberation and decision-making. It is imperative that the Council be apprised of the situation and the recommended course of action to ensure the successful completion of the project and the preservation of the trail infrastructure for the benefit of the community.

Contingency Funding

It is noted that the original contract for the project did not include provisions for contingencies. Typically, capital improvement projects incorporate a contingency allowance to address unexpected issues that may arise during construction, ensuring seamless project continuation without delays.

While the current contract lacks such provisions, staff requests that the Council approve an up to 10 percent contingency from the original contract amount. This contingency allocation would provide flexibility to address any unforeseen circumstances or additional items that may arise beyond those described in this report.

FINANCIAL IMPACT:

Recommendations to address additional cracks and potholes, as documented by staff, and the two sections of the trail, as described above, would result in a change order of \$62,428.50. This amount stems from the following:

Table 1: Recommended Change Order Additive Items		
1.	Additional 416 SQ of Potholes at \$6.67 Per Bid Item Unit Price	\$2,774.72
2.	Additional 301.2 LF of Cracks $x \leq 1"$ at \$3.50 Per Bid Item Unit Price	\$1,054.20
3.	Additional 51 LF of Cracks $1" \leq x \leq 10"$ at \$8.34 Per Bid Item Unit Price	\$425.34
4.	Flood Prone Area behind Rotary Park - Additional 2170 SF at \$12.05 Per SF Negotiated Price	\$26,158.24
5.	Repair Alligator/Spider Cracked Area between Schnoor and Granada - $400' \times 12' = 4800SF$, $4800SF \times \$6.67/SF$ (Unit Price for Patching) = \$32,016	\$32,016.00
	Total Additive Amount	\$62,428.50

The CCLGP grant would cover the additional costs associated with the change order as an allowable expense related to the completion of the grant component. Expenses associated with CCLGP expenditure are summarized in Table 2.

Table 2: CCLGP Expenditures/Encumbered to Date	
Playground Equipment at Riverview Park	\$250,536.60
Fence at Riverview Park	\$24,900
Trash Receptacles for Trail	\$56,140.18
Trail Restoration Award to Seal-Rite	\$190,116
Litter Abatement in River	\$195,000
Total Expenditures/Encumbered to Date	\$716,692.78
CCLGP Award Total	\$832,350
Balance	\$115,657.22

Table 2 outlines the current balance of the CCLGP award, which is \$115,657.22. This balance provides adequate coverage for the proposed change order amounting to \$62,428.50 and the additional contingencies requested, set at ten percent, up to an additional \$19,011.60.

Furthermore, it's important to note that the remaining grant components yet to be purchased include artwork panels for trash receptacles, trail markers, and materials for installing trash receptacles. Allocating these funds to these components ensures the fulfillment of grant obligations and the enhancement of the trail infrastructure.

The remaining balance will also be earmarked for grant oversight administration costs, ensuring proper management and oversight of the grant-funded project.

In summary, the funds available from the CCLGP award are strategically allocated to address immediate project needs, cover contingencies, and fulfill remaining grant components while accounting for administrative expenses to ensure the successful execution and completion of the project.

ALTERNATIVES:

In considering the Council's options, three potential alternatives are identified for consideration:

1. The Council may request that staff bring additional information to a subsequent meeting. This option allows the Council to seek further clarification on the matter but does delay the completion of the project. CCLGP is funding this project, and funds must be spent by June 30, 2024. This means the project must be completed before June 30, 2024. The project is scheduled to be completed by the end of April 2024.
2. The Council may approve a portion of the change order, choosing to approve specific items and not others.
3. The Council may forfeit approval of the change order altogether, resulting in Seal Rite moving forward with the seal coating at the trail without addressing the concerns at the identified sections and the recommended additional work.

ATTACHMENTS:

1. Adopt a Resolution Approving a Contract Change Order for the Vernon McCullough River Trail Restoration Project in the Amount of \$62,428.50 and Authorizing Additional Construction Contingencies of up to 10 percent of the Original Construction Agreement Amount of \$190,116, Up to An Additional \$19,011.60

ATTACHMENT 1

Resolution Approving a Contract Change Order for the Vernon McCullough River Trail Restoration Project in the Amount of \$62,428.50 and Authorizing Additional Construction Contingencies of up to 10 percent of the Original Construction Agreement Amount of \$190,116, Up to An Additional \$19,011.60

RESOLUTION NO. 24-_____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING
A CONTRACT CHANGE ORDER FOR THE VERNON MCCULLOUGH RIVER
TRAIL RESTORATION PROJECT IN THE AMOUNT OF \$62,428.50 AND
AUTHORIZING ADDITIONAL CONSTRUCTION CONTINGENCIES OF UP TO
10 PERCENT OF THE ORIGINAL CONSTRUCTION AGREEMENT AMOUNT OF
\$190,116, UP TO AN ADDITIONAL \$19,011.60**

WHEREAS, Vernon McCullough River Trail Restoration Project, hereinafter called the “Project” is funded by the Clean California Local Grant Program; and

WHEREAS, the City entered into a construction agreement for the Project with Witbro Inc. dba Seal Site Paving and Grading (Seal Rite); and

WHEREAS, the construction agreement total was set at \$190,116, with no provision for contingencies; and

WHEREAS, there is a recommendation for the approval of a change order at the cost of \$62,428.50; and

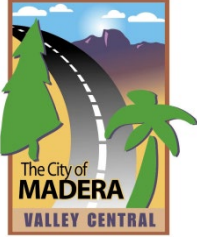
WHEREAS, the change order would address crucial trail foundation issues to ensure the seal coating is effective; and

WHEREAS, the change order would be covered with the Clean California Local Grant Program award funds.

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

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. Additional Construction Contingencies in the amount of 10 percent of the original award of \$190,116, up to an additional \$19,011.60, are hereby authorized.
3. A contract change order in the amount of \$62,428.50 for the Vernon McCullough River Trail Restoration Project is awarded to Seal Rite.
4. This resolution is effective immediately upon adoption.

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REPORT TO CITY COUNCIL

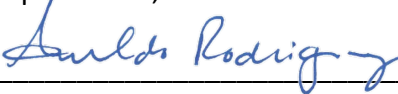
Approved by:

Council Meeting of: March 20, 2024



Joseph Hebert, Parks & Community Services Director

Agenda Number: D-4



Arnaldo Rodriguez, City Manager

SUBJECT:

Sunrise Rotary Sports Complex Rental for 2nd Annual Kickball Tournament Event Fee Waiver Request

RECOMMENDATION:

Adopt a Resolution waiving the rental fees of Sunrise Rotary Sports Complex related to the 2nd Annual Kickball Tournament by the Madera County Child Support on April 13, 2024, at an anticipated fee rental of \$300

SUMMARY:

The City received an inquiry requesting the waiving of rental fees for using Madera Sunrise Rotary Sports Complex on Saturday, April 13, 2024, to host the 2nd Annual Kickball Tournament by Madera County Child Support.

The rental request includes specific use of the North and South softball fields at the park.

DISCUSSION:

The event is set to take place on Saturday, April 13, 2024, between 8 am and 3 pm at Sunrise Rotary Sports Complex, North and South softball fields.

Madera County Child Support has shared they are the event organizers. The event aims to bring together employees from all county departments for a day of friendly competition while supporting a worthy cause. The event itself will help raise funds for charity, with proceeds from participating registration fees, sponsorships, and any additional donations. The winner(s) will designate the charity of their choice to receive the funds.

Madera County Child Support is committing to adhering to all rules and regulations regarding the use of the park and will ensure the area is left in its original condition following the conclusion of the event.

This event itself has been approved to take place, subject to all other applicable requirements. This includes the provision of acceptable rental insurance.

FINANCIAL IMPACT:

The applicable costs associated with the rental of Madera Sunrise Rotary Sports Complex are summarized in Table 1.

Table 1: Estimated Financial Impact to the City	
Administrative Fee	\$25
Rental Charges - \$12.50 per Hourly Rental at 7 Hours x 2 Fields	\$175
Deposit - \$50/ each field	\$100
Total	\$300

ALTERNATIVES:

The Council may elect to reject the fee waiver and require the event organizer to remit any associated fees for the rental of Sunrise Rotary Sports Complex on the date requested.

ATTACHMENTS:

1. Resolution – Waiving Rental Fees for Sunrise Rotary Sports Complex related to the 2nd Annual Kickball Tournament Event on April 13, 2024
2. Page 64 of the 2018-2019 City of Madera Master Fee Schedule
3. Request Letter Authored by Monica Martinez, Child Support Program Coordinator

ATTACHMENT 1

Resolution – Waiving Rental Fees for Sunrise Rotary Sports Complex
related to the 2nd Annual Kickball Tournament Event on April 13, 2024

RESOLUTION NO. 24-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA WAIVING RENTAL FEES FOR THE 2ND ANNUAL KICKBALL
TOURNAMENT AT SUNRISE ROTARY SPORTS COMPLEX IN THE AMOUNT
OF \$300**

WHEREAS, the City has received a request for waiving of fees for the rental of Sunrise Rotary Sports Complex; and

WHEREAS, the date being requested is Saturday, April 13, 2024, from 8:00 a.m. to 3:00 p.m.; and

WHEREAS, the request is to utilize Sunrise Rotary Sports Complex for a 2nd Annual Kickball Tournament event; and

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

WHEREAS, the fees for the event are calculated at \$300; and

WHEREAS, the event organizers are still subject to providing insurance documentation for City facility rentals that meet City requirements.

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

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. The Council finds that the waiver of fees as set forth in this resolution serves a valid public purpose in that the Madera County Child Support event not only encourages physical fitness and sportsmanship, but serves as a fund raiser for charities, which in turn directly benefits the community
3. The City Council does hereby waive the City fees for Rental Fees of Sunrise Rotary Sports Complex on April 13, 2024, for the 2nd Annual Kickball Tournament event, subject to confirmation of insurance.
4. This resolution is effective immediately upon adoption.

* * * * *

ATTACHMENT 2

Page 64 of the 2018-2019 City of Madera Master Fee Schedule

Parks and Community Services Fees

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

ATTACHMENT 3

Request Letter Authored by Monica Martinez, Child Support Program Coordinator



02/07/2024

Dear Madera County Parks and Recreation Department

I am writing on behalf of Madera County Child Support to request a fee waiver for the use of Millview Park for our 2nd annual kickball tournament for charity. Our department is excited to organize this event, which aims to bring together employees from all county departments for a day of friendly competition while supporting a worthy cause.

Details of the event are as follows:

- Event: 2nd Annual Kickball Tournament for Charity
- Date: April 13, 2024
- Time: 8:00am to approximately 3:00pm
- Location: Millview Park

The purpose of this event is to raise funds for charity by organizing a fun-filled kickball tournament. All proceeds from participant registration fees, sponsorships, and any additional donations will be awarded to the winner or winners of the tournament, who will then have the opportunity to designate the charity of their choice to receive the funds.

Given the charitable nature of our event and its positive impact on the community, we kindly request a waiver of any facility or park rental fees associated with the use of Millview Park. This waiver will enable us to maximize the funds raised for charity and further support the important work of local charitable organizations.

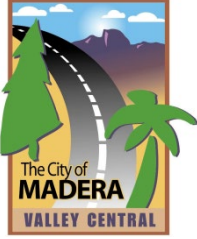
We assure you that our department will adhere to all rules and regulations regarding the use of the facility/park and will ensure that the area is left in its original condition following the conclusion of the event.

Thank you for considering our request. Should you require any additional information or have any questions, please do not hesitate to contact me at 559-377-4871. We look forward to the opportunity to host our event at Millview Park and contribute to the betterment of our community.

Sincerely,

Monica Martinez

Child Support Program Coordinator



REPORT TO CITY COUNCIL


Approved by:

Council Meeting of: March 20, 2024



Joseph Hebert, Parks & Community Services Director

Agenda Number: D-5



Arnaldo Rodriguez, City Manager

SUBJECT:

Pan-American Park Rental for Cesar Chavez Day Event Fee Waiver Request

RECOMMENDATION:

Adopt a Resolution waiving the rental fees of Pan-American Park related to the Cesar Chavez Day hosted by the Madera Coalition for Community Justice on April 7, 2024, at an anticipated fee rental of \$120

SUMMARY:

The City received an inquiry from the Madera Coalition for Community Justice (MCCJ) requesting waiving rental fees for using Pan-American Park on Sunday, April 7, 2024, to host Cesar Chavez Day.

The event is set to take place on Sunday, April 7, 2024, with hours being requested from 10 am to 4 pm at Pan-American Park.

DISCUSSION:

The MCCJ has submitted a request to the City, seeking the waiver of rental fees for the use of Pan-American Park on Sunday, April 7, 2024, to host a commemorative event in honor of Civil Rights leader, Cesar Chavez. The rental request specifically includes the utilization of the picnic shelter area at Pan-American Park.

Scheduled to take place from 10 am to 4 pm, the event is designed to be inclusive and open to the public, featuring a diverse array of activities and offerings. These include free commodity boxes, children's activities, cultural performances, guest speakers, contests with prizes, and a historical exhibition.

Considering the community-focused nature of the event and its alignment with the City's values of inclusivity and cultural celebration, the request for waiving rental fees warrants thoughtful consideration.

This event itself has been approved to take place, subject to all other applicable requirements for a special event. This includes the provision of acceptable rental insurance and all additional permits.

FINANCIAL IMPACT:

The applicable costs associated with the rental of Pan-American Park as requested are summarized in Table 1.

Table 1: Estimated Financial Impact to the City	
Administrative Fee	\$25
Rental Charges - \$7.50 per Hourly Rental at 6 Hours	\$45
Deposit - \$50	\$50
Total	\$120

ALTERNATIVES:

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

ATTACHMENTS:

1. Resolution – Waiving Rental Fees for Pan-American Park related to Cesar Chavez Day, hosted by Madera Coalition for Community Justice on April 7, 2024
2. Page 63 of the 2018-2019 City of Madera Master Fee Schedule
3. Request Letter Authored by Linette Lomeli, Executive Director, Madera Coalition for Community Justice

ATTACHMENT 1

Resolution – Waiving Rental Fees for Pan-American Park related to Cesar Chavez Day, hosted by Madera Coalition for Community Justice on April 7, 2024

RESOLUTION NO. 24-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA WAIVING RENTAL FEES FOR PAN-AMERICAN PARK RELATED
TO CESAR CHAVEZ DAY, HOSTED BY MADERA COALITION FOR
COMMUNITY JUSTICE ON APRIL 7, 2024**

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

WHEREAS, the date being requested is Sunday, April 7, 2024, from 10:00 a.m. to 4:00 p.m.; and

WHEREAS, the request is to utilize Pan-American Park for a Cesar Chavez Day event; and

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

WHEREAS, the fees for the event are calculated at \$120; and

WHEREAS, the event organizers are still subject to providing insurance documentation for City facility rentals that meet City requirements.

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

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. The Council finds that the waiver of fees as set forth in this resolution serves a valid public purpose in that the Madera Coalition for Community Justice Cesar Chavez Day event provides an educational opportunity, as well as provides inspiration for peaceful social justice movements, which in turn is beneficial for the community.
3. The City Council does hereby waive the City fees for Rental Fees of Pan-American Park on April 7, 2024, for the Cesar Chavez Day event, subject to confirmation of insurance.
4. This resolution is effective immediately upon adoption.

* * * * *

ATTACHMENT 2

Page 63 of the 2018-2019 City of Madera Master Fee Schedule

Parks and Community Services Fees

FACILITY RENTALS		Administrative Fees	Weekday (Excluding Holidays)			Weekends and Holidays			Deposit	Miscellaneous	
		Admin. (Non-Refundable)	Min. Rental Charge (Note 1)	Hourly Rental	Full Day Rental	Min. Rental Charge (Note 1)	Hourly Rental	Full Day Rental	General (Note 2)	Early Entry or Late Fee/Hour	Alcohol Surcharge
Centennial Park	Swimming Pool Complex (1-100 people)	\$ 25.00	\$ 240.00	\$ 60.00	N/A	\$ 240.00	\$ 60.00	N/A	\$ 100.00	\$ 20.00	
Centennial Park	Swimming Pool Complex (101-150 people)	\$ 25.00	\$ 320.00	\$ 80.00	N/A	\$ 320.00	\$ 85.00	N/A	\$ 100.00	\$ 20.00	
Centennial Park	Swimming Pool Complex (151-200 people)	\$ 25.00	\$ 420.00	\$ 105.00	N/A	\$ 420.00	\$ 105.00	N/A	\$ 100.00	\$ 20.00	
Centennial Park	Swimming Pool Complex (201-250 people)	\$ 25.00	\$ 540.00	\$ 135.00	N/A	\$ 540.00	\$ 130.00	N/A	\$ 100.00	\$ 20.00	
Frank A. Bergon	Computer Lab	\$ 25.00	\$ 50.00	\$ 25.00	\$ 125.00	\$ 50.00	\$ 25.00	\$ 125.00	\$ 100.00	\$ 20.00	
Frank A. Bergon	Multi-Purpose Room	\$ 25.00	\$ 150.00	\$ 75.00	\$ 400.00	\$ 150.00	\$ 75.00	\$ 400.00	\$ 100.00	\$ 20.00	
Frank A. Bergon	Kitchen (Not Rented Independently)		\$ 30.00	\$ 10.00	\$ 40.00	\$ 30.00	\$ 10.00	\$ 40.00	\$ 50.00		
Lions Town & Country Park	Pavilion	\$ 25.00	\$ 37.50	\$ 12.50	\$ 55.00	\$ 60.00	\$ 20.00	\$ 115.00	\$ 50.00	\$ 20.00	
Lions Town & Country Park	Picnic Shelter 1	\$ 25.00	\$ 20.00	\$ 5.00	\$ 35.00	\$ 30.00	\$ 7.50	\$ 50.00	\$ 50.00	\$ 20.00	
Lions Town & Country Park	Picnic Shelter 2	\$ 25.00	\$ 20.00	\$ 5.00	\$ 35.00	\$ 30.00	\$ 7.50	\$ 50.00	\$ 50.00	\$ 20.00	
Lions Town & Country Park	Redwood Area	\$ 25.00	\$ 20.00	\$ 5.00	\$ 35.00	\$ 30.00	\$ 7.50	\$ 50.00	\$ 50.00	\$ 20.00	
Lions Town & Country Park	Walking Track	\$ 25.00	\$ 50.00	\$ 7.50	\$ 75.00	\$ 100.00	\$ 15.00	\$ 150.00	\$ 50.00		
Lions Town & Country Park	Amphitheater (4 hr. Min)	\$ 25.00	\$ 100.00	\$ 25.00	\$ 175.00	\$ 120.00	\$ 30.00	\$ 200.00	\$ 100.00	\$ 20.00	
Lions Town & Country Park	Ball Fields 1-9 (2 hr. Min.)	\$ 25.00	\$ 25.00	\$ 12.50	\$ 100.00	\$ 25.00	\$ 12.50	\$ 100.00	\$ 50.00	\$ 20.00	
Lions Town & Country Park	Ball Fields 1-9 Lights			\$ 20.00			\$ 20.00				
Lions Town & Country Park	Ball Fields 1-9 Field Preparation		\$ 45.00			\$ 45.00					
Lions Town & Country Park	Ball Fields 1-9 Bi-Weekly Field Prep.		\$ 150.00			\$ 150.00					
Boy Scouts' One Week Camp		\$ 25.00			\$ 175.00			\$ 175.00	\$ 50.00		
Emergency Services	Staging Area	\$ 25.00			\$400 to \$1000			\$400 to \$1000	\$ 50.00		
McNally Park	Picnic Shelter 1	\$ 25.00	\$ 20.00	\$ 5.00	\$ 35.00	\$ 30.00	\$ 7.50	\$ 50.00	\$ 50.00	\$ 20.00	
McNally Park	Basketball Courts	\$ 25.00	\$ 20.00	\$ 5.00	\$ 35.00	\$ 40.00	\$ 10.00	\$ 70.00	\$ 50.00		
Mexican American	Multi-Purpose Room 1	\$ 25.00	\$ 81.00	\$ 27.00	\$ 100.00	\$ 81.00	\$ 27.00	\$ 100.00	\$ 50.00	\$ 20.00	
Mexican American	Multi-Purpose Room 2	\$ 25.00	\$ 81.00	\$ 27.00	\$ 100.00	\$ 81.00	\$ 27.00	\$ 100.00	\$ 50.00	\$ 20.00	
Millview	Kitchen	\$ 25.00	\$ 105.00	\$ 35.00	\$ 250.00	\$ 105.00	\$ 35.00	\$ 250.00	\$ 200.00	\$ 20.00	
Millview	Gym	\$ 25.00	\$ 105.00	\$ 35.00	\$ 250.00	\$ 75.00	\$ 25.00	\$ 250.00	\$ 200.00	\$ 20.00	
Pan American	Gym w/out alcohol	\$ 25.00	\$ 330.00	\$ 110.00	\$ 600.00	\$ 330.00	\$ 110.00	\$ 600.00	\$ 200.00	\$ 20.00	
Pan American	Gym with alcohol	\$ 26.00	\$ 330.00	\$ 110.00	\$ 600.00	\$ 330.00	\$ 110.00	\$ 600.00	\$ 500.00	\$ 20.00	\$ 250.00
Pan American	Multi-Purpose Room w/out alcohol	\$ 25.00	\$ 150.00	\$ 50.00	\$ 200.00	\$ 150.00	\$ 50.00	\$ 200.00	\$ 100.00	\$ 20.00	
Pan American	Multi-Purpose Room with alcohol	\$ 25.00	\$ 150.00	\$ 50.00	\$ 200.00	\$ 150.00	\$ 50.00	\$ 200.00	\$ 250.00	\$ 20.00	\$ 250.00
Pan American	Kitchen (not rented independently)		\$ 75.00	\$ 25.00	\$ 135.00	\$ 75.00	\$ 25.00	\$ 135.00			
Pan American	Small Kitchen (not rented independently)		\$ 30.00	\$ 10.00	\$ 40.00	\$ 30.00	\$ 10.00	\$ 40.00			
Pan American	Computer Lab	\$ 25.00	\$ 60.00	\$ 20.00	\$ 100.00	\$ 60.00	\$ 20.00	\$ 100.00	\$ 100.00	\$ 20.00	
Pan American	Picnic Shelter 1 (Park Shelter)	\$ 25.00	\$ 20.00	\$ 5.00	\$ 35.00	\$ 30.00	\$ 7.50	\$ 50.00	\$ 50.00	\$ 20.00	

ATTACHMENT 3

Request Letter Authored by Linette Lomeli, Executive Director, Madera Coalition for
Community Justice



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

To whom it may concern,

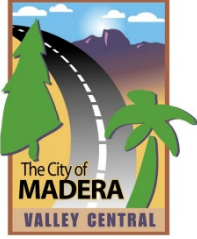
The Madera Coalition for Community Justice will be hosting an event on Sunday April 7th 2024 to commemorate the life and victories of Cesar Chavez, celebrate the farmworker movement, and provide public condolences for the recently passed farmworkers.

The event will provide the public: resources from a variety of Community Based Organizations, Free Commodity boxes, Children's Activities, Cultural Performances, Guest Speakers, Contests with Prizes, and Historical Exhibitions.

We are seeking a waiver for the day fee that would allow us to allocate our resources to the full benefit of the community at the event, connect attendees to resources/valuable information, and provide recognition to our hard-working farmworker community.

If any other information please feel free to reach me at linettel@maderaccj.org .

Respectfully,
Linette Lomeli
Executive Director



REPORT TO CITY COUNCIL

Approved by:

Council Meeting of: March 20, 2024

Joseph Hebert

Agenda Number: D-6

Joseph Hebert, Parks & Community Services Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

SUBJECT:

Contract Change Order for the McNally Park Basketball Courts Reconstruction Project

RECOMMENDATION:

1. Adopt a Resolution Approving a Contract Change Order for the McNally Park Basketball Courts Reconstruction Project in the Amount of \$35,943.89
2. Authorizing additional construction contingencies of up to 5% of the original construction agreement amount of \$218,353, up to an additional \$10,917.65

SUMMARY:

Following the approval of Resolution No. 24-25 by the Council on February 7, 2024, awarding the contract to Juarez Brothers General Engineering, Inc. (Juarez Brothers) for the reconstruction of two basketball courts at McNally Park, progress meetings have been conducted between Juarez Brothers and City staff to assess the project's status. Upon on-site evaluation and thorough consideration, it has been determined that additional work is required to ensure the solid construction of the basketball courts' subgrade. This recommendation arises from a commitment to deliver a high-quality and durable recreational facility that meets the community's needs and expectations.

The proposed additional work aims to address any existing deficiencies in the subgrade, thereby enhancing the structural integrity and longevity of the basketball courts.

DISCUSSION:

The reconstruction of the basketball courts at McNally Park is being funded by Community Development Block Grant (CDBG) funds. The City was awarded \$609,307 during Fiscal Year 2022/2023 to provide improvements at McNally Park. As part of Phase 1, staff has been able to:

- Installed two play structures, including swing sets.
- Installed new safety perimeter fencing at the play area.
- Installed new park amenities such as picnic tables, grills, water fountains, benches, and trash cans.
- Most recently, staff purchased new music play area equipment, to expand the recreational features of the park and play opportunities.

Phase 2 included plans to reconstruct the two existing basketball courts.

Following the execution of the Notice to Proceed for the McNally Park Basketball Courts Reconstruction project, Juarez Brothers commenced mobilization, site preparation, and the demolition of the existing basketball courts at the park. However, during the demolition phase, an unexpected discovery was made regarding the thickness of the existing courts.

It was found that the basketball courts had an unusual thickness ranging from approximately 7-8 inches, significantly exceeding the standard thickness of 2-3 inches typically observed in standard basketball courts. This unexpected deviation necessitated additional transportation resources for the removal of materials from the site, leading to increased labor and time requirements to address the unforeseen circumstances.

Subsequently, a second contingency matter arose concerning the subgrade conditions at the basketball courts. Elevated moisture levels in the subgrade caused instability, posing challenges to the construction process. In response, Juarez Brothers engaged Technicon Engineering Services, Inc. to assess the conditions and provide a professional opinion.

Technicon conducted a site inspection on March 1, 2024, and their findings are documented in Attachment 4. The report from Technicon Engineering Services, Inc. provides valuable insights into the subgrade conditions, informing necessary remedial actions to ensure the structural integrity and stability of the basketball courts during the reconstruction process.

The report from Technicon Engineering Services, Inc. outlined observations and provided recommendations to address the unstable subgrade conditions discovered. The recommendations include:

- Excavating the unstable subgrade to expose firm, native materials.
- Replacement of the excavated material with Class II aggregate base or crushed rock.
- Excavation depth to be 12 inches below the existing unstable subgrade elevation or until firm, native material is exposed.
- Placement of aggregate base or crushed rock on the exposed subgrade up to the original subgrade depth, followed by compaction to a minimum of 95 percent relative compaction.

On March 6, 2024, a joint on-site meeting involving representatives from Juarez Brothers, City staff, and O'Dell Engineering was convened at McNally Park to discuss the change order request

and confirm subgrade conditions. During this meeting, the use of a T-handle probe by Juarez Brothers confirmed the presence of an unstable subgrade in various sections of the courts.

It's important to highlight that the construction agreement with Juarez Brothers did not include provisions for contingencies. As a result, the project has been temporarily halted pending presentation to the Council for deliberation and decision-making regarding the necessary course of action to address the identified subgrade issues.

FINANCIAL IMPACT:

Recommendations to address the additional material removal and the unstable subgrade conditions would result in a change order of \$35,943.89. This amount stems from the following:

Table 1: Juarez Brothers Change Order Total Recommendation		
1.	Labor, Time, And Transportation of Additional Material Removed Due to Excessive Thickness of Base	\$6,893.51
2.	Labor, Equipment, Materials, and Transportation to Address Unstable Subgrade Conditions	\$29,050.38
	Total Additive Amount	\$35,943.89

The additional costs associated with the change order, at the estimated cost of \$35,943.89, would be covered by the CDBG grant award for the McNally Park improvements, as an allowable expense associated with the completion of the grant component. Expenses associated with the CDBG grant award related to expenditure at McNally Park are depicted in Table 2 below.

Table 2: CDBG Award of \$609,307 for McNally Park Improvements Expenditure	
Phase 1 – Playground and Park Amenities Costs	Amount
Superior International Industries	\$239,244.92
Certified Playground Safety Inspection	\$1,854
Landscaping, Concrete Bordering for Playground & Park	\$6,912.36
Music Area Equipment	\$59,922.99
Total Costs of Phase 1 To Date	\$307,934.27
Phase 2 – Basketball Redesign and Reconstruction	
O’Dell Engineering – Task Order	\$39,500
IFB 202324-24 Advertisement	\$2,328.30
Juarez Brothers General Engineering, Inc.	\$218,353
Total Cost of Phase 2 To Date	\$260,181.30
Total Cost of Phase 1 & 2 To Date	\$568,115.57
Total CDBG Award	\$609,307
Balance Remaining to Date	\$41,191.43

As Table 2 shows, the CDBG award balance is \$41,191.43. This is sufficient to cover the change order of \$35,943.89. The remaining grant balance would be utilized for additional contingencies as they may come up, or towards the installation of the new musical area equipment that was recently purchased to expand the play area at the park.

ALTERNATIVES:

In considering the Council's options, three potential alternatives are identified for consideration:

1. The Council may choose to request that staff bring additional information back to a subsequent meeting. This option allows the Council to seek further clarification on the matter but does delay the completion of the project. This project is being funded by CDBG, and funds must be spent by June 30, 2024. This means the project must be completed before June 30, 2024. Currently, the project is scheduled to be completed by the beginning of April 2024. Delaying project progress also may affect the Department of Housing and Urban Development timeliness check on May 2, 2024.
2. The Council may decide to approve a portion of the change order, choosing to approve specific items, and not approving others.
3. The Council may decide to forfeit approving the change order altogether, which would result in Juarez Brothers moving forward with the construction of the basketball courts, without addressing subgrade conditions and the additional labor and materials incurred.

ATTACHMENTS:

1. Adopt a Resolution Approving a Contract Change Order for the Vernon McCullough River Trail Restoration Project in the Amount of \$35,943.89 and Authorizing Additional Construction Contingencies of up to 5% of the Construction Agreement Amount of \$218,353
2. Change Order Proposal for Removal of Additional Asphalt Pavement Section at \$6,893.51
3. Change Order Proposal for Addressing Subgrade Conditions at \$29,050.38
4. Technicon Engineering Services, Inc. Unstable Subgrade Mitigation Letter

ATTACHMENT 1

Resolution Approving a Contract Change Order for the McNally Park Basketball Courts Reconstruction Project in the Amount of \$35,943.89 and Authorizing Additional Construction Contingencies of up to 5% of the Original Construction Agreement Amount of \$218,353, Up to an Additional \$10,917.65

RESOLUTION NO. 24-_____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING
A CONTRACT CHANGE ORDER FOR THE MCNALLY PARK BASKETBALL
COURTS RECONSTRUCTION PROJECT IN THE AMOUNT OF \$35,943.89
AND AUTHORIZING ADDITIONAL CONSTRUCTION CONTINGENCIES OF UP
TO 5% OF THE ORIGINAL CONSTRUCTION AGREEMENT AMOUNT OF
\$218,353, UP TO AN ADDITIONAL \$10,917.65**

WHEREAS, the McNally Park Basketball Courts Reconstruction Project, hereinafter called the "Project" is funded by the Community Development Block Grant; and

WHEREAS, the City entered into a construction agreement for the Project with Juarez Brothers General Engineering, Inc., (Juarez Brothers); and

WHEREAS, the construction agreement total was set at \$218,353, with no provision for contingencies; and

WHEREAS, there is a recommendation for the approval of a change order at the cost of \$35,943.89; and

WHEREAS, the change order would address crucial unstable subgrade conditions, as well as additional labor and materials for the removal of excess materials at the site; and

WHEREAS, the change order would be covered with the Community Development Block Grant award funds.

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

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. Additional Construction Contingencies in the amount of five percent of the original award of \$218,353, up to an additional \$10,917.65, are hereby authorized.
3. A contract change order in the amount of \$35,943.89 for the McNally Park Basketball Court Reconstruction Project is awarded to Juarez Brothers.
4. This resolution is effective immediately upon adoption.

* * * * *

ATTACHMENT 2

Change Order Proposal for Removal of Additional Asphalt Pavement Section at \$6,893.51

ATTACHMENT 3

Change Order Proposal for Addressing Subgrade Conditions at \$29,050.38

ATTACHMENT 4

Technicon Engineering Services, Inc. Unstable Subgrade Mitigation Letter



GEOTECHNICAL & ENVIRONMENTAL ENGINEERING ◀ CONSTRUCTION TESTING & INSPECTION

March 1, 2024

TES No. 240111.001

Mr. Alfonso Juarez
Juarez Brothers General Engineering, Inc.
17244 El Dorado Drive
Madera, California 93636
Phone: 559.908.2540
Email: aljuarez@gmail.com

Project: Proposed McNally Park Basketball Court Reconstruction
825 A Street
Madera, California

Subject: Unstable Subgrade Mitigation

Dear Mr. Juarez:

TECHNICON Engineering Services, Inc. (TECHNICON) inspected the subgrade conditions at the above referenced project. This letter provides a summary of the observed subgrade conditions and provides recommendations to mitigate the observed conditions.

OBSERVATIONS

On March 1, 2024, **TECHNICON** observed the subgrade conditions at the proposed basketball courts at McNally Park in Madera, California. It was observed that the existing basketball courts had been removed and the exposed subgrade soil had elevated moisture conditions which caused the subgrade to pump. A T-handle probe was used to assess the depth of observed unstable subgrades. Probing indicated that firm native material was encountered at depths ranging from 8 to 12 inches below the existing elevation.

RECOMMENDATIONS

Based on the observations, we recommend that the unstable subgrade be excavated to expose firm, native material and be replaced with Class II aggregate base or crushed rock. The depth of excavation shall be 12 inches below the existing unstable subgrade elevation or until firm, native material is exposed; whichever is shallower. After the excavation, a representative of the Geotechnical Engineer shall approve the excavation bottom. The aggregate base or crushed rock can then be placed on the exposed subgrade up to the original subgrade depth and compacted to a minimum of 95 percent relative compaction. The basketball courts can then be finished according to the approved project plans.

CORPORATE OFFICE ◀ 4539 N. Brawley Avenue #108, Fresno, CA 93722 ▶ P 559.276.9311 ▶ F 559.276.9344

MERCED OFFICE ◀ 2345 Jetway Drive, Atwater, CA 95301 ▶ P 209.384.9300 ▶ F 209.384.0891


www.technicon.net

All excavations, placement, and compaction of engineered fill should be observed and tested by a representative of **TECHNICON**. The purpose of these observations is to verify that the recommendations contained herein are implemented during construction.

CLOSING

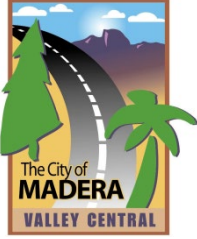
We appreciate the opportunity to provide continued services for this project. We trust this information meets your current needs. If there are any questions concerning the information presented in this report, please contact this office at your convenience.

Respectfully submitted,
TECHNICON ENGINEERING SERVICES, INC.


Salvador Alvarez, PE, GE
Geotechnical Engineering Manager



AA:SA:vm



REPORT TO CITY COUNCIL

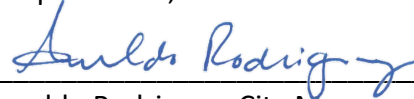
Approved by:

Council Meeting of: March 20, 2024



Joseph Hebert, Parks & Community Services Director

Agenda Number: D-7



Arnaldo Rodriguez, City Manager

SUBJECT:

Contract Change Order for the Centennial Park Pool Complex Upgrades and Repairs Project

RECOMMENDATION:

Adopt a Resolution Approving a Contract Change Order for the Centennial Park Pool Complex Upgrades and Repairs Project in the Amount of \$29,000

SUMMARY:

Following Council approval of Resolution No. 24-13 on January 17, 2024, awarding a contract to New Image Pool Interiors, Inc. for improvements and repairs at the Centennial Park Pool Complex, staff have identified additional necessary upgrades. Upon examination, it has been determined that replacing the existing ADA ramp railing and several sets of grab rails with anchors around the pool and dive pool is advisable due to corrosion issues. To address these concerns, staff recommends approving a change order to accommodate these repairs, with an associated projected cost of \$29,000.

DISCUSSION:

The Centennial Park Pool Complex Upgrades and Repairs Project is being funded with Community Development Block Grant (CDBG) award funding. The City was awarded \$215,000 for the improvements at Centennial Park Pool Complex for Fiscal Year 2023/24.

The City released IFB No. 202324-08 on December 6, 2023. Bids were due on December 20, 2023. Regrettably no bids were received.

On January 17, 2024, staff brought the request before Council to authorize direct negotiations with a contractor, with the construction agreement not to exceed \$210,000. It was at this time

staff initiated the direct negotiations with New Image, a local contractor that had shown interest during the bid process but had not submitted a bid due to the CDBG Section 3 Program bid requirements. Staff and New Image were able to negotiate the construction agreement at \$210,000. The Engineer's Estimate projected the cost of the project at \$217,061.

After New Image was able to provide insurance documentation, performance bond, and payment bonds. New Image began work on February 26, 2024, after a Notice to Proceed was executed. They immediately began work to prepare the lap and dive pool for the removal of the existing plaster and tile at the pools.

For context:

- The lap pool measures 81 feet by 47 feet, with a depth of 3 ½ feet.
- The lap pool covers approximately 4,703 square feet.
- The dive pool measures 34 feet by 29 feet, with a depth ranging from 8 feet to 13 feet.
- The dive pool covers approximately 2,309 square feet.
- The lap pool has an ADA ramp that measures 51 feet in length by 3 feet. Only a 46-foot portion of the ramp is tiled, with the remaining ramp floor not tiled towards the pool depth area.
- Both the lap pool and dive pool had a trim tile consisting of 6-inch by 6-inch tiles serving as the water line tile.

IFB No. 2023-24-08 included the following scope of work:

- Replastering of the lap pool and dive pool
- Replacement of the lap pool and dive pool waterline tile
- Replacement of lap pool and dive pool safety tiles (depth, no running, no diving)
- Replacement of the ADA ramp floor tile with new tile
- Replacement of 7 skimmers on the lap pool
- Replacement of 8-floor fittings on the dive pool

The IFB did not request the replacement of the railing at the lap pool ADA ramp. The work was originally not included in the initial IFB due to budget constraints and the primary scope of work included retiling, replastering, skimmer, and floor-fittings replacements as the most crucial work needing to be addressed as funding was available.

Addressing the replacement of the railing at the lap pool ramp would be optimal now, though, since the pool has been drained and the ramp has been stripped of its floor tile, leaving the area accessible to remove the existing railing and install of new railing. New Image has provided insight on the replacement of the railing and has shared that the railing is a specialty railing that would be fabricated out of state, by expert craftsmen, to the measurement needed.

It should be noted that the existing rail itself is solid and poses no immediate concerns at the moment, yet the rail is deteriorating visually with several welded patches to ensure the stability

of the rail, addressing cracking. The rail does have a tremendous amount of calcium buildup, which continues to lead to the corrosion of the steel. The five grab rails along the lap and dive pool face similar corrosion conditions that would benefit from replacement, along with improvements to the pools overall.

Implementing these replacements now would address future concerns of the ramp rail and grab rails, and contribute to the overall safety, accessibility, and longevity of the infrastructure of the aquatics facility, ensuring an improved experience for users of the pool.

The recommendation is underscored by the upcoming aquatics season set to start in May 2024, and most importantly due to the Department of Housing and Urban Development (HUD) timeliness check on May 2, 2024, regarding the City’s CDBG award balances status.

The project has been temporarily halted, pending presentation to the Council for further deliberation and decision-making.

FINANCIAL IMPACT:

Recommendations to address the replacement of the railing on the lap pool ramp, as well as the grab rails along the pools of \$29,000. This amount stems from the following:

Table 1: Recommended Change Order Additive Items		
1.	Install of 2 custom handicap rails with ten (10) anchors and escutcheons	\$20k
2.	Install of 5 sets of figure-4 grab rails with anchors and escutcheons along the lap and dive pool	\$9k
Total Additive Amount		\$29k

Table 2 below outlines the current balance of the CDBG award, with expenditures to date.

Table 2: CCLGP Expenditures/Encumbered to Date	
Madera Tribune for IFB Advertisement	\$2,304.90
New Image Pool Interiors, Inc.	\$210,000
Total Expenditures/Encumbered to Date	\$213,304.90
CDBG Award Total	\$215,000
Balance	\$2,695.10

The CDBG grant balance of \$2,695.10 would go towards the change order as an allowable expense related to the completion of the grant component. The remaining balance that would not be able to be covered by CDBG funding would be \$26,304.90.

Staff is recommending using part-time salary savings from the Aquatics budget #10206230 to cover the additional costs. For Fiscal Year 2023/24, a total of \$126,404 was budgeted for part-time salaries. This amount is intended for the salaries of the Certified Pool Operators who provide

year-round maintenance to the pool, the Pool Manager who provides day-to-day oversight of the pool during the aquatics season, the Head Lifeguard, the Lifeguards/Swim Instructors, and the Program Leaders who support the function of the aquatics program.

Table 3 shows a detailed description of the projected programming hours and total budgeted amount requested for Fiscal Year 2023/24.

Table 3: Aquatics Program Projected Part-Time Program Hours and Salary Needs for FY 23/24			
Position	Hours Estimated	Rate	Total
Facility Aide, CPO (x2)	896	\$16.00	\$14,336
Pool Manager (x1)	480	\$17.50	\$8,400
Head Lifeguard (x1)	480	\$17.00	\$8,160
Lifeguard/Swim Instructor (x12)	5,760	\$16.00	\$92,160
Program Leader I (x3)	216	\$16.00	\$3,348
Total			\$126,404

Year to date, actual salaries spent are \$49,969.94. This leaves an available balance of \$76,436 through June 30, 2024. With the assumption the aquatics season will begin in mid-May with rentals being made available only. Full day, regular programming aquatics season typically starts June 1, 2024, with the onset of school out for the summer and open-swim hours in the day. Staff estimates the additional salary expenditure as follows through June 30, 2024, as shown in Table 4 below.

Table 4: Projected Part-Time Program Hours Aquatics Season Through June 30, 2024			
Position	Hours Estimated	Rate	Total
Facility Aide, CPO (x2)	300	\$16.00	\$4,800
Pool Manager (x1)	180	\$17.50	\$3,150
Head Lifeguard (x1)	180	\$17.00	\$3,060
Lifeguard/Swim Instructor (x12)	2,000	\$16.00	\$32,000
Program Leader I (x3)	120	\$16.00	\$1,920
Total			\$44,930
FY 23/24 Budgeted Part-Time Salaries			\$126,404
FY 23/24 Actual YTD			\$49,969.94
End-of-Year Projected Part-Time Salaries Expenditure			\$94,899.94
Balance Anticipated			\$31,504.06

In summary, there is an anticipated balance available from the aquatics part-time salaries budget of \$31,504.06. This would be sufficient to cover the change order at the needed amount of \$26,304.90 not able to be funded by CDBG award funding.

ALTERNATIVES:

In considering the Council's options, there is one potential alternative identified for consideration:

1. The Council may forfeit approval of the change order altogether, resulting in New Image moving forward with the remaining scope of work without addressing the recommended additional work.

ATTACHMENTS:

1. Adopt a Resolution Approving a Contract Change Order for the Centennial Park Pool Complex Upgrades and Repairs Project in the Amount of \$29,000

ATTACHMENT 1

Resolution Approving a Contract Change Order for the Centennial Park Pool Complex
Upgrades and Repairs Project in the Amount of \$29,000

RESOLUTION NO. 24-_____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING
A CONTRACT CHANGE ORDER FOR THE CENTENNIAL PARK POOL
COMPLEX UPGRADES AND REPAIRS PROJECT IN THE AMOUNT OF
\$29,000**

WHEREAS, the Centennial Park Pool Complex Upgrades and Repairs Project, hereinafter called the "Project" is funded by the Community Development Block Grant (CDBG); and

WHEREAS, the City entered into a construction agreement for the Project with New Image Pool Interior, Inc. (New Image); and

WHEREAS, the construction agreement total was set at \$210,000, with no provision for contingencies; and

WHEREAS, there is a recommendation for the approval of a change order at the cost of \$29,000; and

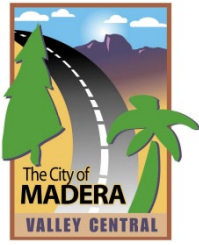
WHEREAS, the change order would address the replacement of the ramp railing on the lap pool, as well as grip rails along the lap and dive pools; and

WHEREAS, the change order would be covered with a portion of CDBG funding, and savings from the aquatics part-time salaries budget, #10206230-5005.

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

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. A contract change order in the amount of \$29,000 for the Centennial Park Pool Complex Upgrades and Repairs Project is awarded to New Image.
3. This resolution is effective immediately upon adoption.

* * * * *



REPORT TO CITY COUNCIL Late Distribution Notice

DATE: March 17, 2024
TO: Mayor and City Councilmembers
FROM: Arnolando Rodriguez, City Manager
SUBJECT: March 20, 2024 City Council Meeting
Late Distribution Report for Item D-7

Additional time is needed to complete, review, and finalize the report for Item D-7: Contract Change Order for the Centennial Park Pool Complex Upgrades and Repairs Project, the report will be distributed as soon as it is available. Thank you for your understanding.