

## REGULAR MEETING OF THE MADERA CITY COUNCIL

205 W. 4<sup>th</sup> Street, Madera, California 93637

### NOTICE AND AGENDA

**Wednesday, March 4, 2026**  
**6:00 p.m.**

**Council Chambers**  
**City Hall**

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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](http://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: 839 0886 0837 #. Press \*9 to raise your hand to comment and \*6 to unmute yourself to speak. Comments will also be accepted via email at [citycouncilpubliccomment@madera.gov](mailto:citycouncilpubliccomment@madera.gov) or by regular mail at 205 W. 4th Street, Madera, CA 93637.

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“Wordly” can translate into 25+ different languages. To access written translation during the meeting, please scan the QR Code or click this link: <https://attend.wordly.ai/join/FTZJ-3396>

“Wordly” puede traducir a más de 25 idiomas diferentes. Para acceder a la traducción durante la reunión, por favor escanee el código QR o haga clic en el enlace: <https://attend.wordly.ai/join/FTZJ-3396>

**CALL TO ORDER:**

- ROLL CALL:** Mayor Cece Gallegos  
Mayor Pro Tem Rohi Zacharia, 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 Mike Souza, Harvest Community Church

**PLEDGE OF ALLEGIANCE:**

**APPROVAL OF AGENDA:**

**PRESENTATIONS:**

1. **Proclamation Recognizing the Retirement of Scott Farrell, Fire Apparatus Engineer**
2. **Proclamation Recognizing Women’s History Month**
3. **Proclamation Recognizing Red Cross Month**

**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.*

**A. PUBLIC HEARINGS:**

**A-1 Reallocation of Community Development Block Grant COVID (CDBG-CV) Program Funds from the Program Year 2020/21**

**Recommendation:** Adopt a Resolution to:

1. Reallocate \$256,050.21 to the Construction of a Basketball Court at Rotary Gateway Park; and
2. Approve the Amendment of the 2020/21 CDBG Annual Action Plan to Update the CDBG CV Scope of Work and Funding Activity (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 – February 18, 2026**

**Recommendation:** Approve the City Council Minutes of February 18, 2026 (Report by Alicia Gonzales)

- B-2 Informational Report on Register of Audited Demands**  
**Recommendation:** Review Register of Audited Demands Report for January 24 to February 20, 2026 (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 (Report by Wendy Silva)
- B-4 Temporary Authority for the City Manager to Offer Higher than C-step for Certain Classifications**  
**Recommendation:** Adopt a Resolution Providing the City Manager Temporary Authority to Offer Candidates Considered for Public Safety Dispatcher and Police Officer Positions Higher than C-step on the Assigned Salary Range for the Classifications (Report by Wendy Silva)
- B-5 Designation of Applicant’s Agents for Federal Disaster Assistance and Grant Assistance**  
**Recommendation:** Adopt a Resolution Designating the City Manager, Director of Financial Services, Director of Human Resources, and Administrative Analyst (Human Resources) to act as Applicant’s Agents on behalf of the City of Madera with the Federal Emergency Management Agency and California Governor’s Office of Emergency Services for a period of three years beginning April 5, 2026 (Report by Wendy Silva)
- B-6 Certificate of Recognition Honoring State Senator Anna Caballero**  
**Recommendation:** Adopt a Minute Order Approving a Certificate of Recognition Honoring State Senator Anna Caballero for Her Efforts in Securing \$500,000 in Funding for Improvements at Town & Country Park (Report by Alicia Gonzales)
- B-7 Certificate of Recognition Recognizing Assemblywoman Esmeralda Soria**  
**Recommendation:** Adopt a Minute Order Approving a Certificate of Recognition Honoring Assemblywoman Esmeralda Soria for Her Efforts in Securing \$1,100,000 in Funding for Improvements at Town & Country Park (Report by Alicia Gonzales)
- B-8 Certificate of Recognition Recognizing Tosted Asphalt**  
**Recommendation:** Adopt a Minute Order Approving a Certificate of Recognition Honoring Tosted Asphalt, Inc. for Improvements at Town & Country Park and Completion of the Lions Town & Country Park Trail Improvements Project (Report by Alicia Gonzales)
- B-9 Event Exhibitor Guidelines, Release, and Indemnification Agreement with Clovis Community College**  
**Recommendation:** Adopt a Resolution Authorizing the City Manager to Execute Agreements for the City’s Participation in Clovis Community College Job Fairs (Report by Wendy Silva)

**B-10 Caltrans Drainage Agreement 06-1833**

**Recommendation:** Adopt a Resolution Approving Caltrans Drainage Agreement 06-1833 (Report by Keith Helmuth)

**B-11 Clinton Street Sewer and Water Main Project, City Project R-97**

**Recommendation:** Adopt a Minute Order Approving:

1. Acceptance of the Clinton Street Sewer and Water Main Project, City Project R-97; and
2. Recording of Notice of Completion; and
3. Release of retention 35 days after the recording of the Notice of Completion (Report by Keith Helmuth)

**B-12 Olive Avenue Widening and Reconstruction – Gateway Drive to Knox Street, Phase 2 Utility Undergrounding, City Project No. R-000010**

**Recommendation:** Adopt a Resolution Increasing the Allowable Project Contingencies for the Olive Avenue Widening and Reconstruction – Gateway Drive to Knox Street Phase 2, Utility Undergrounding City Project No. R-000010 (Report by Keith Helmuth)

**B-13 Amendment to the Applications for Transportation Development Act (TDA) – Local Transportation Funds (LTF) and State Transit Assistance (STA) Funds for Fiscal Year (FY) 2025/26**

**Recommendation:** Adopt a Resolution Approving the Amendment to the Applications for TDA - STA Funds for FY 2025/26 and Authorizing the Director of Financial Services to Execute and Submit the Applications to the Madera County Transportation Commission (MCTC) (Report by Michael Lima)

**B-14 Sale Agreement for a Manufactured Home at 1218 East Cleveland Avenue, Space 19**

**Recommendation:** Adopt a Resolution:

1. Approving Staff Actions Related to the Sale Negotiations for the Manufactured Home at 1218 East Cleveland Avenue. Space 19, Madera, California
2. Approving the Sale Agreement for \$40,000 (Report by Michael Lima)

**C. WORKSHOP:** None

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

**D-1 2026 Fourth of July Celebration**

**Recommendation** Adopt Resolutions:

1. Delegating Authority to the City Manager for the 2026 4th of July Community Event and Associated Finding of California Environmental Quality Act Guidelines Section 15378 (No Project) and 15323 (Normal Operations of Facilities for Public Gatherings); and
2. Amending the Fiscal Year 2025/26 Budget, Approving Related Revenue and Expenditure Line Items for the Execution of the Upcoming Fourth of July Celebration Event in Amount Not to Exceed \$60,497 (Report by Joseph Hebert)

**E. ADMINISTRATIVE REPORTS:**

**E-1 Selecting Recipients for April Proclamation**

**Recommendation:** Request for Council’s Selection of Recipients for the Proclamation Recognizing Sexual Assault Awareness Month and a Proclamation Recognizing National Volunteer Day (Report by Alicia Gonzales)

**F. COUNCILMEMBER REPORTS/ANNOUNCEMENTS/FUTURE AGENDA ITEMS:**

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

**G. CLOSED SESSION:**

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

**Agency Designated Representatives:** Arnoldo Rodriguez, Wendy Silva, and Michael Lima

**Employee Organizations:** Madera Affiliated City Employees’ Association, Madera Police Officers’ Association, Mid Management Employee Group, and Law Enforcement Mid Management Employee Group

**G-2 Conference with Labor Negotiators Pursuant to Government Code §54957.6**

**Agency Designated Representative:** Arnoldo Rodriguez, Wendy Silva, and Mike Lima

**Unrepresented Positions:** City Engineer and Public Works Operations Director

**FUTURE MEETING DATES:**

- Wednesday, March 18, 2026
- Wednesday, April 15, 2026

**ADJOURNMENT:**

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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](mailto: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 details 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.
  - 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.

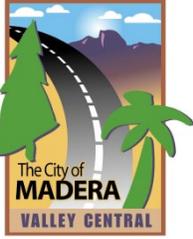
- Any writings or documents provided to a majority of the City Council within 72 hours of the meeting regarding any item on this agenda will be made available for public inspection at the City Clerk's office located at 205 W. 4<sup>th</sup> Street, Madera, CA 93637 and on the City website at [www.madera.gov](http://www.madera.gov)
  - 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 4, 2026, near the front entrances of City Hall and on the City's website [www.madera.gov](http://www.madera.gov) at 7:45 p.m. on February 26, 2026.



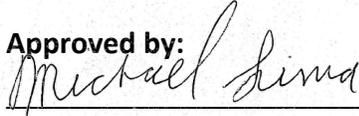
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Alicia Gonzales, City Clerk



## REPORT TO CITY COUNCIL

Approved by:

  
\_\_\_\_\_

Michael Lima, Director of Financial Services

  
\_\_\_\_\_

Arnaldo Rodriguez, City Manager

Council Meeting of: March 4, 2026

Agenda Number:     A-1    

### SUBJECT:

Reallocation of Community Development Block Grant COVID (CDBG-CV) program funds from the Program Year 2020/21

### RECOMMENDATION:

Adopt Resolution to:

1. Reallocate \$256,050.21 to the construction of a basketball court at Rotary Gateway Park
2. Approve the amendment of the 2020/21 CDBG Annual Action Plan to update the CDBG CV scope of work and funding activity

### SUMMARY:

As part of the ongoing management and monitoring of the City's CDBG awards, staff calculated that the City has \$256,050.21 of previously awarded CDBG-CV funds unspent. The City was awarded \$938,981 of CDBG-CV funds in Program Year (PY) 2020/21, specifically to support microenterprise and rent/utility projects intended to offset the impacts of COVID-19. The City allocated the CDBG-CV funds to four agencies. While much of the money was spent, approximately \$256,000 remains unspent as of today. The deadline to expend the previously allocated funds is September 2026. Given that the recipient subagencies are having difficulty expending the money on eligible cases due to the COVID-19 emergency ending in 2023, staff is recommending the reallocation of these monies as allowed under CDBG guidelines. Staff is proposing that, should Council approve the proposed reallocation, the funding be used to construct a basketball court at Rotary Gateway Park. It should be noted that unspent funds will be returned to US Department of Housing and Urban Development (HUD).

### DISCUSSION:

In September 2020 and June 2021, the City received \$938,981 of CDBG funds to respond, prepare, and prevent Coronavirus (CDBG-CV) from HUD. A total of \$50,000 was allocated to the

City for the administration of these funds. Per Table 1, the remaining was distributed between four local agencies

<b>Table 1: CDBG-CV Allocations and Balances Summary</b>			
<b>Project Type</b>	<b>Award Amount (1)</b>	<b>Expended</b>	<b>Unexpended Balance</b>
<b>Micro-Enterprise</b>			
Madera County Development Commission, Small Business Assistance	\$156,000	\$146,000	\$10,000
Madera Downtown Association, Small Business Assistance	\$55,000	\$47,000	\$8,000
<b>Subtotal (remaining balance)</b>	<b>\$211,000</b>	<b>\$193,000</b>	<b>\$18,000</b>
<b>Rental and Utility Assistance</b>			
Madera Coalition for Community Justice, Rental Assistance & Eviction/Utility Shut Off	\$465,659	\$310,382.15	\$155,276.85
<b>Prevention</b>			
Community Action Partnership of Madera County, Housing Stabilization Program	\$212,322	\$129,548.64	\$82,773.36
<b>Subtotal (remaining balance)</b>	<b>\$677,981</b>	<b>\$439,931</b>	<b>\$238,050.21</b>
<b>Total funds</b>			<b>\$256,050.21</b>
(1) Awarded by the City Council on September 16, 2020 and May 19, 2021			

HUD requires all CDBG-CV funds to be expended by September 2026. Staff has continued monitoring CDBG-CV subrecipients. Since approximately 29 percent of the CDBG-CV awards remain unspent with approximately six months left in the grant term, the City proceeded with necessary actions to repurpose these funds.

**Public Notice Process**

Beginning in April 2024, the City held multiple discussions with CDBG-CV subrecipients about the terms of the subrecipient agreements and meeting HUD’s expenditure deadline. During the 2023/24 Program Year, staff invited subrecipients to attend a meeting with the City’s assigned HUD technical assistance representative to strategize timely expenditure of funds. However, it was noted during the meeting that it had become increasingly challenging to clearly tie the need for assistance directly to COVID-19. With HUD’s expenditure deadline fast approaching, staff proceeded with providing all four subrecipients with a Notice of Intent to terminate the CDBG-CV Subrecipient Agreements pursuant to the terms as stated in the agreement. Notice was provided on January 23, 2026. The subrecipient agreements officially terminated as of February 23, 2026. Please refer to Attachment 2 to review the letters.

HUD waived the 30-day public comment period for CDBG-CV funds to allow for an expedited process for noticing and reasonable opportunity for public comment of no less than 5 days. A

public comment period opened on Saturday, February 21, 2026, and concluded on Thursday, February 26, 2026.

An additional opportunity for public comment will take place during the Block Grant Commission meeting on Monday, March 2, 2026. Staff will complete the noticing requirements of the Citizen Participation Plan by holding a Public Hearing during the Council meeting on March 4, 2026.

**Proposed Reallocation Of CDBG-CV Funds**

The CDBG program allows for the reallocation of CDBG-CV funds to another project that meets HUD’s CDBG-CV project requirements to respond to/prepare for COVID-19 or any other pandemic of the same nature. Staff proposes the reallocation of the remaining CDBG-CV balance to the construction of a basketball court at Rotary Gateway Park. Table 2 provides a summary of the eligibility and funding detail of this project.

<b>Table 2: Reallocation of CDBG-CV Funds</b>		
<i>Proposed Project</i>	<i>CDBG-CV Eligibility Amended FY 25/26 Amount</i>	<i>Proposed Funding Amount</i>
Construction of a Basketball Court at Rotary Gateway Park	<ol style="list-style-type: none"><li>1. CDBG allows for capital improvement projects that benefit low-moderate income residents.</li><li>2. The proposed project meets the CDBG-CV criteria by improving an outdoor space and encouraging social gathering outdoors.</li></ol>	\$256,050.21

**FINANCIAL IMPACT:**

There are no financial impacts because of this action. If approved this project will be funded exclusively with CDBG funding that is included in the 2025/26 adopted City Budget. However, if the reallocation is not approved and the money remains unspent as of September 2026, then the unspent funds will need to be returned to HUD.

**ALTERNATIVES:**

1. Council may refer the item back to staff for additional information.
2. Council may deny the request to reallocate CDBG-CV funding as proposed. However, to avoid returning CDBG-CV monies to HUD, the City must meet the expenditure deadline.

**ATTACHMENTS:**

1. Resolution
2. Notices of Intent to Terminate the CDBG-CV Subrecipient Agreement

**RESOLUTION NO. 26-\_\_\_**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,  
CALIFORNIA APPROVING THE REALLOCATION OF COMMUNITY  
DEVELOPMENT BLOCK GRANT-COVID 19 (CDBG-CV) FUNDS IN THE  
AMOUNT OF \$256,050.21 TO THE CONSTRUCTION OF A BASKETBALL  
COURT AT ROTARY PARK AND THE AMENDMENT OF THE PY 2020/21  
CDBG ANNUAL ACTION PLAN**

**WHEREAS**, the City is an entitlement jurisdiction for the CDBG program and funding is dependent upon the submission of an Annual Action Plan; and

**WHEREAS**, the City received grant funds from the Office of Housing and Urban Development (HUD) in the amount of \$938,981 to prevent, prepare, and respond to coronavirus; and

**WHEREAS**, HUD requires full expenditure of CDBG-CV funds by September 2026; and

**WHEREAS**, there is a remaining balance of unexpended CDBG-CV funds in the amount of \$256,050.21 as of February 25, 2026; and

**WHEREAS**, staff proposes reallocating the CDBG-CV remaining balance of \$256,050.21 to the construction of a basketball court at Rotary Park; and

**WHEREAS**, it is necessary to complete a substantial amendment to the 2020/21 Action Plan and submit to HUD to update the scope of work and funding activity for the remaining CDBG-CV fund balance; and

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

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. The City Council approves reallocation of remaining CDBG-CV balance in the amount of \$256,050.21 to the construction of a basketball court at Rotary Park.
3. The City Council approves the submission of an amendment to the PY 2020/21 Annual Action Plan to update the funding activity for the remaining CDBG-CV fund balance.
4. This resolution is effective immediately upon adoption.

\* \* \* \*



January 23, 2026

Ms. Mattie Mendez  
Community Action Partnership of Madera County  
1225 Gill Ave  
Madera, CA 93637

RE: Notice of Intent to Terminate Community Development Block Grant COVID Subrecipient Agreement dated June 17, 2021.

Dear Ms. Mendez,

Please accept this letter as the City's request to terminate the above referenced agreement.

The subrecipient agreement will officially terminate effective 02/23/2026, pursuant to terms stated in Section 15 of said agreement which states *"Upon thirty (30) days written notice to the other party, either party may terminate this Agreement without cause. Notice shall be deemed served upon mailing."*

The present nature of COVID-19 results in challenges to meet the program requirements. The City very much appreciates the services your agency provided in response to the COVID-19 pandemic over the years.

Please sign below where indicated to acknowledge receipt and return this document to [mzuniga@madera.gov](mailto:mzuniga@madera.gov). Should you have any questions or concerns, please feel free to contact me at (559) 661-3692.

Sincerely,

*Marcela Zuniga*

Marcela Zuniga  
City of Madera, Grants Administrator

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Arnoldo Rodriguez  
City of Madera, City Manager

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Mattie Mendez  
Community Action Partnership of MC



January 23, 2026

Ms. Kristina Gallagher  
Madera County Economic Development Commission  
2425 W. Cleveland Ave., #101  
Madera, CA 93637

RE: Notice of Intent to Terminate Community Development Block Grant COVID Subrecipient Agreement dated September 17, 2020.

Dear Ms. Gallagher,

Please accept this letter as the City's request to terminate the above referenced agreement.

The subrecipient agreement will officially terminate effective 02/23/2026, pursuant to terms stated in Section 15 of said agreement which states *"Upon thirty (30) days written notice to the other party, either party may terminate this Agreement without cause. Notice shall be deemed served upon mailing."*

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Sincerely,

*Marcela Zuniga*

Marcela Zuniga  
City of Madera, Grants Administrator

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Arnoldo Rodriguez  
City of Madera, City Manager

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Kristina Gallagher  
Madera County EDC



January 23, 2026

Ms. Linette Lomeli  
Madera Coalition for Community Justice  
219 South "D" Street  
Madera, CA 93638

RE: Notice of Intent to Terminate Community Development Block Grant COVID Subrecipient Agreement dated June 17, 2021.

Dear Ms. Lomeli,

Please accept this letter as the City's request to terminate the above referenced agreement.

The subrecipient agreement will officially terminate effective 02/23/2026, pursuant to terms stated in Section 15 of said agreement which states *"Upon thirty (30) days written notice to the other party, either party may terminate this Agreement without cause. Notice shall be deemed served upon mailing."*

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Sincerely,

*Marcela Zuniga*

Marcela Zuniga  
City of Madera, Grants Administrator

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Arnoldo Rodriguez  
City of Madera, City Manager

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Linette Lomeli  
Madera Coalition for Community Justice



January 23, 2026

Ms. Ramona Davie  
C/O Madera Chamber of Commerce  
120 North "E" Street  
Madera, CA 93638

RE: Notice of Intent to Terminate Community Development Block Grant COVID Subrecipient Agreement dated September 17, 2020.

Dear Ms. Davie,

Please accept this letter as the City's request to terminate the above referenced agreement.

The subrecipient agreement will officially terminate effective 02/23/2026, pursuant to terms stated in Section 15 of said agreement which states *"Upon thirty (30) days written notice to the other party, either party may terminate this Agreement without cause. Notice shall be deemed served upon mailing."*

The present nature of COVID-19 results in challenges to meet the program requirements. The City very much appreciates the services your agency provided in response to the COVID-19 pandemic over the years.

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Sincerely,

*Marcela Zuniga*

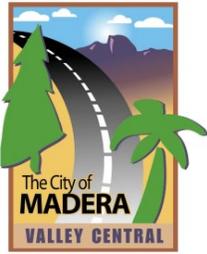
Marcela Zuniga  
City of Madera, Grants Administrator

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Arnoldo Rodriguez  
City of Madera, City Manager

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Ramona Davie  
Madera Downtown Association



Item:	B-1
Minutes for:	02/18/2026
Adopted:	03/04/2026

**Minutes of a Regular Meeting of the Madera City Council**

**Wednesday, February 18, 2026  
6:00 p.m.**

**Council Chambers  
City Hall**

The Madera City Council meetings are open to the public. The meeting was available for public viewing and participation through Zoom. Members of the public were able to observe the live-streamed meeting on the City’s website and were able to comment on agenda items at the meeting, remotely through an electronic meeting via phone, via email and by regular mail.

**CALL TO ORDER:** Meeting was called to order at 6:01 p.m.

**ROLL CALL:**

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

Others present were City Manager Arnoldo Rodriguez, City Clerk Alicia Gonzales, City Attorney Shannon L. Chaffin, City Engineer Keith Helmuth, Community Development Director Will Tackett, Director of Financial Services Michael Lima, Division Fire Chief Larry Pendarvis, Grants Administrator Marcela Zuniga, Director of Human Resources Wendy Silva, Director of Information Technology Gary Price, Director of Parks and Community Services Joseph Hebert, Planning Manager David Brletic, Chief of Police Giachino Chiamonte, Director of Public Works Harpiar Gandhi, Deputy City Engineer Ellen Bitter, Senior Civil Engineer Jonathan Gramajo, Assistant Engineer David Gomez and Communication Specialist Joseph Carrello.

**INVOCATION:** Pastor Brandon Hopkins, Grace Community Church

**PLEDGE OF ALLEGIANCE:** Mayor Pro Tem Zacharia

**APPROVAL OF AGENDA:**

ON MOTION BY MAYOR PRO TEM ZACHARIA AND SECONDED BY COUNCILMEMBER MONTES, THE AGENDA WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE AS SEEN BELOW:

- YES: (7)
- MAYOR GALLEGOS
  - COUNCILMEMBER ZACHARIA
  - MAYOR PRO TEM RODRIGUEZ
  - COUNCILMEMBER MONTES
  - COUNCILMEMBER EVANS
  - COUNCILMEMBER MEJIA
  - COUNCILMEMBER VILLEGAS

**PRESENTATIONS:**

1. **Proclamation Recognizing Black History Month**
2. **Proclamation Recognizing California Earned Income Tax Credit (CalEITC) Awareness Week**

**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. 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.*

Harlon Rippetoe, the founder of the Big Valley Horseshoe League, stated he appreciates the Parks Department staff for all their assistance. He believes the City of Madera has some of the best-looking parks in the state.

Michael Hoffridge, a veteran of the 82<sup>nd</sup> Airborne Division and the first Gulf War, would like the Council's help in building the Central Valley Vintage Aircraft Museum for the community.

Alexa Morales of 510 E. Adell Street indicates that they used to be out in the County but are now within the City Limits. KB Homes is building next to them and Mr. Morales requests that the water and sewer lines be brought closer to their homes, so they can utilize. Mr. Morales indicated they are unable to bring those lines closer to their homes as it is expensive and they would also have to pay a monthly utility fee.

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

**A. PUBLIC HEARINGS:** None

**B. CONSENT CALENDAR:**

*Matters listed under the Consent Calendar are considered routine and will be enacted by one motion and one vote.*

ON MOTION BY COUNCILMEMBER EVANS AND SECONDED BY COUNCILMEMBER MONTES, THE CONSENT CALENDAR WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE AS SEEN BELOW:

YES: (7)                   MAYOR GALLEGOS  
                                  COUNCILMEMBER ZACHARIA  
                                  MAYOR PRO TEM RODRIGUEZ  
                                  COUNCILMEMBER MONTES  
                                  COUNCILMEMBER EVANS  
                                  COUNCILMEMBER MEJIA  
                                  COUNCILMEMBER VILLEGAS

**Recommendation:** Approve the City Council Minutes of February 4, 2026 (Report by Alicia Gonzales)

**B-2 Adoption of updated City of Madera Full Time Salary Schedules**

**Recommendation:** Adopt a resolution approving revised City of Madera Full Time Salary Schedules effective January 24, 2026 (Report by Wendy Silva)

RES 26-12                   A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA ADOPTING THE CITY OF MADERA FULL TIME SALARY SCHEDULE EFFECTIVE JANUARY 24, 2026

**B-3 Temporary overfill of Mechanic budgeted positions**

**Recommendation:** Adopt a resolution approving a temporary overfill for the Mechanic classification due to specialized training requirements (Report by Wendy Silva)

RES 26-13 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING A TEMPORARY OVERFILL OF THE MECHANIC BUDGETED POSITIONS AND AMENDING THE FISCAL YEAR 2025/26 OPERATING BUDGET

**B-4 Fee waivers for all 2026 City-run baseball programs**

**Recommendation:** Adopt a Resolution waiving the registration for City-run T-ball and Coach Pitch Leagues for 2026 (Report by Joseph Hebert)

RES 26-14 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AUTHORIZING THE WAIVER OF REGISTRATION FEES CITYRUN T-BALL AND COACH PITCH LEAGUES FOR 2026

**B-5 Certificate of Recognition Honoring Linda Garner**

**Recommendation:** Adopt a Minute Order approving a Certificate of Recognition honoring Linda Garner founder of Doors of Hope (Report by Alicia Gonzales)

**B-6 American Cancer Society Waiver Request for Relay for Life 2026, Heart of California Event**

**Recommendation:** Adopt a Resolution to waive the rental fees of the Lions Town & Country Park starting on May 1, 2026, and ending on May 3, 2026, related to the Relay for Life 2026 event hosted by the American Cancer Society, at an anticipated rental fee of \$1,118.75 (Report by Joseph Hebert)

RES 26-15 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA WAIVING THE RENTAL FEES OF THE TOWN & COUNTRY PARK ON MAY 1, 2026, THROUGH MAY 3, 2026, RELATED TO THE RELAY FOR LIFE EVENT HOSTED BY THE AMERICAN CANCER SOCIETY, AT AN ANTICIPATED FEE RENTAL OF \$1,118.75

**B-7 Madera County Behavioral Health Waiver Request for Underage Drinking Training**

**Recommendation:** Adopt a Resolution to waive the rental fees of the Frank Bergon Senior Center on February 20, 2026, related to an Underage Drinking Training from the California Highway Patrol, hosted by Madera County Behavioral Health Services, at an anticipated rental fee of \$252.50 (Report by Joseph Hebert)

RES 26-16 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA WAIVING THE RENTAL FEES OF THE FRANK BERGON SENIOR CENTER ON FEBRUARY 20, 2026, RELATED TO AN UNDERAGE DRINKING TRAINING FROM THE CALIFORNIA HIGHWAY PATROL, HOSTED BY MADERA COUNTY BEHAVIORAL HEALTH SERVICES, AT AN ANTICIPATED RENTAL FEE OF \$252.50

**B-8 Actions Relating to Sienna Estates Subdivision**

**Recommendation:** 1. Adopt a Resolution:

- a. Approving the Final Map for the Sienna Estates Phase 2 Subdivision (Tract No. 22-S-01); and
  - b. Approving Revised and Restated Improvement Agreement for the Sienna Estates Subdivision Phase 1 (Agreement) (Tract No. 05-S-19) and Phase 2 (Tract No. TSM 22-S-01); and
  - c. Authorizing the City Manager to enter into a Cooperative Agreement with Caltrans for roadway improvements along State Route 145; and
  - d. Authorizing staff to record the Phase 2 Final Map and Agreement; and
  - e. Accepting the Dedication of Land for Public Use; and
2. Adopt a Resolution Initiating Proceedings Pursuant to the Landscaping and Lighting Act of 1972 for the Annexation of Property into City of Madera Landscape Maintenance District Zone of Benefit 45A, to Review the Improvements and Assessments for Fiscal Year 2024/25, and Setting a Public Hearing (Report by Keith Helmuth)

RES 26-17            A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING THE FINAL MAP FOR THE SIENNA ESTATES PHASE 2 SUBDIVISION (TRACT NO. 22-S-01) AND REVISED AND RESTATED IMPROVEMENT AGREEMENT FOR SIENNA ESTATES PHASE 1 SUBDIVISION (TRACT NO. 05-S-19) AND SIENNA ESTATES PHASE 2 SUBDIVISION (TRACT NO. 22-S-01) AND ACCEPTNG DEDICATIONS FOR PUBLIC USE

RES 26-18            A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA INITIATING PROCEEDINGS PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972 FOR THE ANNEXATION OF PROPERTY INTO CITY OF MADERA LANDSCAPE MAINTENANCE DISTRICT (LMD) ZONE OF BENEFIT 45A, TO REVIEW THE IMPROVEMENTS AND ASSESSMENTS FOR FISCAL YEAR 2026-2027, AND SETTING A PUBLIC HEARING

**B-9      Traffic Signal Installation at South and D Streets City Project No. TS-32, Federal Project CML 5157 (125)**

**Recommendation:** Adopt a Resolution approving the contract award for Traffic Signal Installation at South and D Streets City Project No. TS-32, Federal Project CML 5157 (125), for \$432,367 to St Francis Electric, LLC and adopting a CEQA Class 2 (Existing Facilities) categorical exemption for the project (Report by Keith Helmuth)

RES 26-19            A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING THE CONTRACT AWARD FOR TRAFFIC SIGNAL INSTALLATION AT SOUTH STREET AND D STREET CITY PROJECT NO. TS-32, FEDERAL PROJECT CML 5157 (125) IN THE AMOUNT OF \$432,367.00 TO ST FRANCIS ELECTRIC AND AUTHORIZING CONTRACT CONTINGENCIES RELATED TO THE CONTRACT

**B-10     Traffic Signal Installation at Cleveland Avenue and Granada Drive City Project No. TS-24, Federal Project CML 5157 (124)**

**Recommendation:** Adopt a Resolution approving the contract award for Traffic Signal Installation at Cleveland Avenue and Granada Drive City Project No. TS-24, Federal Project CML 5157 (124), for \$344,617 to St Francis Electric, LLC and adopting a CEQA Class 1 (Existing Facilities) categorical exemption for the project (Report by Keith Helmuth)

RES 26-20 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING THE CONTRACT AWARD FOR TRAFFIC SIGNAL INSTALLATION AT CLEVELAND AVENUE AND GRANADA DRIVE CITY PROJECT NO. TS-24, FEDERAL PROJECT CML 5157 (124) IN THE AMOUNT OF \$344,617 TO ST FRANCIS ELECTRIC AND AUTHORIZING CONTRACT CONTINGENCIES RELATED TO THE CONTRACT

**B-11 Traffic Signal Modification at the Intersection of Howard Rd & Pine St, Howard Rd, & Yosemite Ave/Q St, City Project No. TS-23 Federal Project No. CML 5157(121)**

**Recommendation:** Adopt a Resolution approving the contract award for Traffic Signal Modification at the Intersection of Howard Rd & Pine St, Howard Rd, & Yosemite Ave/Q St, City Project No. TS-23 Federal Project No. CML 5157(121), for \$211,097.00 to St Francis Electric, LLC. and adopting a CEQA Class 1 (Existing Facilities) categorical exemption for the project (Report by Keith Helmuth)

RES 26-21 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING THE CONTRACT AWARD FOR TRAFFIC SIGNAL MODIFICATION AT HOWARD ROAD AND PINE STREET, HOWARD ROAD AND YOSEMITE AVENUE/Q STREET CITY PROJECT NO. TS-23, FEDERAL PROJECT CML 5157 (121) IN THE AMOUNT OF \$211,097.00 TO ST FRANCIS ELECTRIC AND AUTHORIZING CONTRACT CONTINGENCIES RELATED TO THE CONTRACT

**B-12 Agreement with BSK Associates for Testing Services**

**Recommendation:** Adopt a resolution approving the professional services agreement with BSK Associates for testing services not to exceed \$173,957 related to the water main replacement City Project No. W-43 Rebid (Report by Keith Helmuth)

RES 26-22 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING THE PROFESSIONAL SERVICES AGREEMENT WITH BSK ASSOCIATES FOR TESTING SERVICES NOT TO EXCEED \$173,957 RELATED TO THE WATER MAIN REPLACEMENT PROJECT NO. W-43 REBID PROJECT

**B-13 Sidewalk Improvements at Various Locations, City Project No. R-94 Bid Package 3 Phase 2 AHSC Agreement No. 19-AHSC-12761**

**Recommendation:** Adopt a Minute Order Approving:

1. Acceptance of the Sidewalk Improvements at Various Locations City Project No. R-94 Bid Package 3 Phase 2 AHSC Agreement No. 19-AHSC-12761; and
2. Recording of Notice of Completion; and

3. Release of retention 35 days after the recording of the Notice of Completion (Report by Keith Helmuth)

**B-14 Olive Avenue Widening and Reconstruction – Gateway Drive to Knox Street Phase 2, Utility Undergrounding City Project No. R-000010**

**Recommendation:** Adopt a Minute Order Approving:

1. Acceptance of the Olive Avenue Widening and Reconstruction – Gateway Drive to Knox Street, Phase 2 Utility Undergrounding, City Project No. R-000010; and
2. Recording of Notice of Completion; and
3. Release of retention 35 days after the recording of the Notice of Completion; and (Report by Keith Helmuth)

**B-15 Temporary use of 103 East Yosemite Avenue (APN:007-101-011) for construction staging**

**Recommendation:** Adopt a Resolution approving the License to Enter Agreement with Rolfe Construction for temporary use of City-owned property associated with the Water Main Replacement Project, City Project No. W-43 Rebid (Report by Keith Helmuth)

RES 26-23 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING A LICENSE TO ENTER AGREEMENT WITH ROLFE CONSTRUCTION ASSOCIATED WITH THE WATER MAIN REPLACEMENT PROJECT NO. W-43 (REBID)

**B-16 Agreement with Backflow Solutions, Inc. (BSI)**

**Recommendation:** Adopt a Resolution approving an agreement with BSI for backflow prevention assembly notification and Fats, Oils and Grease (FOG) management and control program data management services (Report by Harpiar Gandhi)

RES 26-24 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING A NEW AGREEMENT WITH BACKFLOW SOLUTIONS, INC., FOR BACKFLOW PREVENTION DEVICE NOTIFICATION AND FATS, OILS, AND GREASE PROGRAM DATA MANAGEMENT SERVICES

**C. WORKSHOP:**

**C-1 Discussion and Direction regarding City Private Domestic Water Well Permitting Regulations and Policies**

**Recommendation:** This report is submitted for Discussion and Direction regarding City Private Domestic Water Well Permitting Regulations and Policies (Report by Will Tackett)

**D. PETITIONS, BIDS, RESOLUTIONS, ORDINANCES, AND AGREEMENTS: None**

**E. ADMINISTRATIVE REPORTS:**

**E-1 Micro Transit Feasibility Study Update**

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

**E-2 Caltrans Highway Capital Preventive Maintenance (CAPM) Project 06-0Y180 on State Route 145 (Project) Update Relative to Business Owner Impacts**

**Recommendation:** This report has been prepared at the direction of the City Council (Council), therefore there is no staff recommendation provided. Council is asked to consider the information and provide further direction at its discretion (Report by Keith Helmuth)

**E-3 Informational report on the Madera Metro Transit System**

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

**E-4 4th of July Celebration**

**Recommendation:** This report was prepared at the direction of the City Council (Council) for informational purposes. No staff recommendation or Council action is requested; however, Council may provide direction if desired (Report by Joseph Hebert)

Council discussed a City Contribution of \$20,000 to secure the fireworks vendor. There was discussion that funds could comprise of donated funds for the event and/or surplus funds from several budget line items such as the City Manager contingency fund. If any funds remained after the event, those funds would be transferred back into the budget line items from which they came.

ON MOTION BY MAYOR PRO TEM ZACHARIA AND SECONDED BY COUNCILMEMBER MONTES, ITEM E-4 AS DISCUSSED WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE AS SEEN BELOW:

YES: (7)                   MAYOR GALLEGOS  
                                  COUNCILMEMBER ZACHARIA  
                                  MAYOR PRO TEM RODRIGUEZ  
                                  COUNCILMEMBER MONTES  
                                  COUNCILMEMBER EVANS  
                                  COUNCILMEMBER MEJIA  
                                  COUNCILMEMBER VILLEGAS

**E-5 Commercial Exterior Paint Color Palette**

**Recommendation:** Receive report from staff, discuss regulations pertaining to the establishment of a citywide commercial exterior paint color palette, and provide staff with direction (Report by Will Tackett)

**E-6 Administration of the Community Development Block Grant Revolving Loan Funds (CDBG-RLF) Program**

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

**E-7 Race Communications and Upcoming Installation of Internet and Telephone Services**

**Recommendation:** Receive introduction and provide direction, if any, regarding information provided as part of this report to City Council (Report by Keith Helmuth)

Mayor Gallegos called for a recess at 9:10 p.m. Meeting resumed at 9:15 p.m.

**E-8 Selecting Recipients for March Proclamation**

**Recommendation:** Request for Council’s Selection of Recipients for the Proclamation Recognizing Red Cross Month and Women’s History Month (Report by Alicia Gonzales)

Mayor Gallegos suggested that the proclamation be presented at the March 4<sup>th</sup> Council meeting. Mayor Gallegos nominated the Red Cross of Fresno Madera as the recipient of the Red Cross Month proclamation. Mayor Gallegos nominated Patty Manfredi as the recipient of the Women’s History Month proclamation.

ON MOTION BY COUNCILMEMBER EVANS AND SECONDED BY COUNCILMEMBER MEJIA, ITEM E-8 AS DISCUSSED WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE AS SEEN BELOW:

YES: (7)                   MAYOR GALLEGOS  
                                  COUNCILMEMBER ZACHARIA  
                                  MAYOR PRO TEM RODRIGUEZ  
                                  COUNCILMEMBER MONTES  
                                  COUNCILMEMBER EVANS  
                                  COUNCILMEMBER MEJIA  
                                  COUNCILMEMBER VILLEGAS

**E-9 Employee work locations and office space needs**

**Recommendation:** This report has been prepared at the direction of the City Council (Council), therefore there is no staff recommendation provided. Council is asked to consider the information and provide further direction at its discretion (Report by Wendy Silva)

**E-10 Lions Town & Country Park Trail Improvement Project Update**

**Recommendation:** This report has been prepared at the direction of the City Council (Council) for informational purposes; no staff recommendation or Council action is requested (Report by Joseph Hebert)

**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.*

Councilmember Rodriguez thanked Councilmember Evans for inviting him to the Black History Month event that Councilmember Evans coordinated and which was held on Sunday. He expressed his condolences to the families of the young folks that passed away this weekend.

Councilmember Villegas mentioned that he had fun at the Black History Month event.

Councilmember Montes thanked Community Development Director Will Tackett for attending and representing the City of Madera at the HUD meeting. He mentioned that he appreciates the Police Department for all they do.

Mayor Pro Tem Zacharia mentioned it was a great experience to attend the event on Sunday.

Councilmember Evans thanked her colleagues, the Police Department, the Parks Department, the City Manager and the maintenance staff for their assistance with the Black History Month

event. The building was outstanding and the Miller sisters were impressed with the Fire Department and the presentation of the flag.

Councilmember Mejia thanked staff for bringing the staff reports that Council requested during the previous meeting.

Mayor Gallegos stated she sends prayers to the family of the grandmother that passed away. She gave a shout out to Assemblyman Gray who has indicated the City of Madera will be receiving two million dollars (\$2,000,000) for the sewer project.

**G. CLOSED SESSION:**

**G-1 Conference with Legal Counsel – Anticipated Litigation**

Deciding whether to initiate litigation pursuant to Government Code Section 54956.9(d)(4)  
One Case

**G-2 Conference with Legal Counsel – Existing Litigation (Government Code, §54956.9(d)(1))**

Name of Case: City of Madera v. Jesus Lopez  
County of Madera Superior Court Case No. MCV086188

City Attorney Shannon Chaffin made the closed session announcement at 9:39 p.m. Mr. Chaffin and Council returned from Closed Session at 10:05 p.m. Mr. Chaffin stated there was no reportable action.

**FUTURE MEETING DATES:**

- Wednesday, March 4, 2026
- Wednesday, March 18, 2026

**ADJOURNMENT:** Meeting was adjourned at 10:05 p.m.

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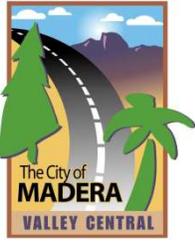
ALICIA GONZALES, City Clerk

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CECELIA K. GALLEGOS, Mayor

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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 4, 2026  
**Agenda Number:** B-2

**SUBJECT:**

Informational Report on Register of Audited Demands

**RECOMMENDATION:**

Review Register of Audited Demands Report for January 24 to February 20, 2026

**SUMMARY:**

The Register of Audited Demands for the City covering obligations paid during the period of January 24 to February 20, 2026 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>	44572 – 44816	\$3,620,179.32

<i>Table 2: Wire Transfer Summary</i>		
<i>Description</i>	<i>Vendor</i>	<i>Amount</i>
<i>Payroll and Taxes</i>	US Bank	\$1,468,506.66
<i>SDI</i>	EDD	\$7,162.81
<i>CalPERS Payment</i>	CalPERS	\$320,567.98

**DISCUSSION:**

Warrant requests are processed weekly based on the Fiscal Year 2025/2026 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

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 2025/2026 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 04, 2026**

CHECK	PAY DATE	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
44572	01/29/2026	Water Mtn/Operations	FERGUSON ENTERPRISES, INC.	RAMMER COMPACTOR	4,802.05
44573	01/29/2026	MEAS K - PD	HARRY D. WILSON INC.	SERVICE BMW - #6609	258.71
44574	01/29/2026	Sewer Capital Outlay	TELSTAR INSTRUMENTS	SS-06 FAIRGROUNDS LIFT STATION MODIFICATION	172,524.75
44575	01/29/2026	Sports Programs	J & D MANUFACTURING	ADULT SOFTBALL PRIZES	334.70
44575	01/29/2026	Sports Programs	J & D MANUFACTURING	T-BALL SHIRTS	42.22
44575	01/29/2026	Sports Programs	J & D MANUFACTURING	STAFF T-SHIRTS	454.19
44575	01/29/2026	Special Events	J & D MANUFACTURING	ENGRAVED EVENT PRIZE	57.91
44576	01/29/2026	PD Operations	TIM J LAW	EMPLOYMENT BACKGROUND	1,600.00
44576	01/29/2026	PD Operations	TIM J LAW	EMPLOYMENT BACKGROUND	1,600.00
44577	01/29/2026	Animal Control	NVA FRESNO VETERINARY MANAGEMENT, LLC	VETERINARY SERVICES	270.71
44577	01/29/2026	PD Operations	NVA FRESNO VETERINARY MANAGEMENT, LLC	VETERINARY SERVICES	1,250.55
44578	01/29/2026	Engineering	RMA GEOSCIENCE, INC.	PK-81 TESTING	1,753.00
44578	01/29/2026	LTF - Streets	RMA GEOSCIENCE, INC.	R-94 BP3 TESTING LAB	3,898.75
44578	01/29/2026	Sewer Capital Outlay	RMA GEOSCIENCE, INC.	AVE 13 SOIL TESTING	1,937.50
44579	01/29/2026	TRANS - FIXED	MV TRANSPORTATION, INC.	TRANSIT OPERATOR 12/25	112,844.09
44579	01/29/2026	TRANS - DAR	MV TRANSPORTATION, INC.	TRANSIT OPERATOR 12/25	85,087.19
44580	01/29/2026	Deferred Maintenance	PRESTIGE CUSTOM GLASS	DOOR PARTS - PAN AM GYM	5,629.00
44581	01/29/2026	PD Operations	TRILOGY MEDWASTE WEST LLC	REUSABLE TUB - MEDICAL WASTE	168.14
44582	01/29/2026	Computer Replacement	ZOOM VIDEO COMMUNICATIONS, INC.	ZOOM PHONE SYSTEM RENEWAL	49,422.01
44583	01/29/2026	PD Operations	CINTAS CORPORATION	MEDICAL SUPPLIES	156.76
44584	01/29/2026	Purchasing	JENNIFER STICKMAN	PER DIEM - CAPPO 2026 CONFERENCEE	344.00
44585	01/29/2026	Parks Administration	CPRS DISTRICT VII	2026 CPRS MEMBERSHIP RENEWAL	550.00
44586	01/29/2026	Central Admin	GHD SERVICES INC	SOFTWARE RENEWAL	6,646.50
44587	01/29/2026	MUSD Agreements	REPTILE RON ANIMAL PRESENTATIONS INC.	EXOTIC ANIMAL PRESENTATION	600.00
44588	01/29/2026	Sewer Capital Outlay	GATEWAY PACIFIC CONTRACTORS, INC.	WWTP24-01 IMPROVEMENTS PROJECT	287,280.00
44589	01/29/2026	Sewer Capital Outlay	GATEWAY PACIFIC CONTRACTORS, INC.	WWTP24-01 IMPROVEMENTS PROJECT	15,120.00
44590	01/29/2026	AIRPORT OPS	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 12/25	803.00
44590	01/29/2026	AIRPORT OPS	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 01/26	827.09
44590	01/29/2026	Central Admin	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 12/25	2,175.00
44590	01/29/2026	Central Admin	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 01/26	2,240.75
44590	01/29/2026	Comm & Rec Centers	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 12/25	7,815.00
44590	01/29/2026	Comm & Rec Centers	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 01/26	8,048.99
44590	01/29/2026	COMPUTER MAINT	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 12/25	256.75
44590	01/29/2026	COMPUTER MAINT	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 01/26	264.36
44590	01/29/2026	Engineering	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 12/25	1,522.00
44590	01/29/2026	Engineering	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 01/26	1,567.50

**CITY OF MADERA**  
**REGISTER OF AUDITED DEMANDS FOR BANK #1 - US BANK GENERAL ACCOUNT**  
**March 04, 2026**

CHECK	PAY DATE	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
44590	01/29/2026	Finance	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 12/25	256.75
44590	01/29/2026	Finance	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 01/26	264.37
44590	01/29/2026	INTERMODAL BLDG	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 12/25	893.00
44590	01/29/2026	INTERMODAL BLDG	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 01/26	920.13
44590	01/29/2026	Parks	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 12/25	85.00
44590	01/29/2026	Parks	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 01/26	87.55
44590	01/29/2026	Sewer Mtnc/Operations	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 12/25	250.00
44590	01/29/2026	Sewer Mtnc/Operations	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 01/26	257.50
44590	01/29/2026	SOLID WASTE	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 12/25	1,901.00
44590	01/29/2026	SOLID WASTE	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 01/26	1,964.03
44590	01/29/2026	TRANS - FIXED	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 12/25	864.50
44590	01/29/2026	TRANS - FIXED	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 01/26	890.26
44590	01/29/2026	TRANS - DAR	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 12/25	864.50
44590	01/29/2026	TRANS - DAR	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 01/26	890.25
44590	01/29/2026	UB - Garbage	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 12/25	256.75
44590	01/29/2026	UB - Garbage	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 01/26	264.36
44590	01/29/2026	UB - Water	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 12/25	256.75
44590	01/29/2026	UB - Water	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 01/26	264.37
44590	01/29/2026	WWTP	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 12/25	1,106.00
44590	01/29/2026	WWTP	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 01/26	1,138.86
44590	01/29/2026	MEAS K - PD	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 12/25	1,061.00
44590	01/29/2026	MEAS K - PD	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 01/26	1,092.83
44590	01/29/2026	PD Operations	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 12/25	4,387.00
44590	01/29/2026	PD Operations	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 01/26	4,518.61
44590	01/29/2026	Comm & Rec Centers	CCS FACILITY SERVICES - FRESNO, INC.	PANAM - CHAIR CLEANING	705.00
44590	01/29/2026	Comm & Rec Centers	CCS FACILITY SERVICES - FRESNO, INC.	JWYC - CHAIR CLEANING	165.00
44591	01/29/2026	Building	BPR CONSULTING GROUP	PLAN CHECK & INSPECTION SVS	2,788.13
44592	01/29/2026	Develop Impact Fee/Parks	WESTWOOD PROFESSIONAL SERVICES, INC.	TOZER PARK ENG & DESIGN SVS	8,189.67
44593	01/29/2026	MUSD Agreements	ROBO ENRICHMENT, INC	ROBO ENRICHMENT - PARKS CAMP	255.00
44594	01/29/2026	Facilities Maintenance	EDFR DS POWERFLEX HOLDINGS, LLC	EV CHARGER SOFTWARE SUPPORT	3,600.00
44595	01/29/2026	Parks	FRESNO SEAL & STRIPE	PAN AM BASKETBALL STRIPING	5,371.00
44596	01/29/2026	PD Operations	DAREN C. SCHOFIELD	EXHAUST ENFORCEMENT TRAINING	350.00
44597	01/29/2026	Water Quality Control	DELLAVALLE LABORATORY, INC.	MONTHLY SAMPLING	360.00
44597	01/29/2026	Water Quality Control	DELLAVALLE LABORATORY, INC.	WEEKLY SAMPLING	1,216.00
44598	01/29/2026	Comm & Rec Centers	AT&T	11/25 CALNET SERVICE 9391026396	267.32
44598	01/29/2026	Comm & Rec Centers	AT&T	12/25 CALNET SERVICE 9391026393	94.09

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44598	01/29/2026	Comm & Rec Centers	AT&T	12/25 CALNET SERVICE 9391026391	311.90
44598	01/29/2026	Facilities Maintenance	AT&T	12/25 CALNET SERVICE 9391031564	13.71
44598	01/29/2026	Facilities Maintenance	AT&T	12/25 CALNET SERVICE 9391026394	24.56
44598	01/29/2026	Fleet Maintenance	AT&T	12/25 CALNET SERVICE 9391031564	9.14
44598	01/29/2026	Fleet Maintenance	AT&T	12/25 CALNET SERVICE 9391026394	16.40
44598	01/29/2026	Parks	AT&T	12/25 CALNET SERVICE 9391026412	163.75
44598	01/29/2026	Parks Administration	AT&T	12/25 CALNET SERVICE 9391031580	289.53
44598	01/29/2026	STREETS	AT&T	12/25 CALNET SERVICE 9391031564	22.86
44598	01/29/2026	STREETS	AT&T	12/25 CALNET SERVICE 9391026394	40.96
44598	01/29/2026	Sewer Mtnc/Operations	AT&T	12/25 CALNET SERVICE 9391031570	192.11
44598	01/29/2026	Sewer Mtnc/Operations	AT&T	12/25 CALNET SERVICE 9391031564	15.99
44598	01/29/2026	Sewer Mtnc/Operations	AT&T	12/25 CALNET SERVICE 9391026394	28.65
44598	01/29/2026	SOLID WASTE	AT&T	12/25 CALNET SERVICE 9391031564	18.29
44598	01/29/2026	SOLID WASTE	AT&T	12/25 CALNET SERVICE 9391026394	32.72
44598	01/29/2026	UB - Garbage	AT&T	12/25 CALNET SERVICE 9391031564	4.57
44598	01/29/2026	UB - Garbage	AT&T	12/25 CALNET SERVICE 9391026394	8.19
44598	01/29/2026	UB - Sewer	AT&T	12/25 CALNET SERVICE 9391031564	4.57
44598	01/29/2026	UB - Sewer	AT&T	12/25 CALNET SERVICE 9391026394	8.19
44598	01/29/2026	UB - Water	AT&T	12/25 CALNET SERVICE 9391031564	9.15
44598	01/29/2026	UB - Water	AT&T	12/25 CALNET SERVICE 9391026394	16.40
44598	01/29/2026	Water Mtnc/Operations	AT&T	12/25 CALNET SERVICE 9391031564	20.56
44598	01/29/2026	Water Mtnc/Operations	AT&T	12/25 CALNET SERVICE 9391026394	36.84
44598	01/29/2026	Water Quality Control	AT&T	12/25 CALNET SERVICE 9391031564	9.14
44598	01/29/2026	Water Quality Control	AT&T	12/25 CALNET SERVICE 9391026394	16.40
44598	01/29/2026	WWTP	AT&T	12/25 CALNET SERVICE 9391031564	13.71
44598	01/29/2026	WWTP	AT&T	12/25 CALNET SERVICE 9391026394	24.56
44598	01/29/2026	Purchasing	AT&T	12/25 CALNET SERVICE 9391031564	13.71
44598	01/29/2026	Purchasing	AT&T	12/25 CALNET SERVICE 9391026394	24.56
44598	01/29/2026	PD Operations	AT&T	11/25 CALNET SERVICE 9391059143	4,000.77
44598	01/29/2026	PD Operations	AT&T	12/25 CALNET SERVICE 9391020514	155.40
44598	01/29/2026	PD Operations	AT&T	12/25 CALNET SERVICE 9391026414	379.16
44598	01/29/2026	PD Operations	AT&T	12/25 CALNET SERVICE 9391031561	155.40
44598	01/29/2026	PD Operations	AT&T	12/25 CALNET SERVICE 9391026411	98.17
44598	01/29/2026	PD Operations	AT&T	12/25 CALNET SERVICE 9391031579	286.86
44598	01/29/2026	PD Operations	AT&T	11/25 CALNET SERVICE 9391031566	155.40
44598	01/29/2026	PD Operations	AT&T	11/25 CALNET SERVICE 9391031578	156.17

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44598	01/29/2026	PD Operations	AT&T	12/25 CALNET SERVICE 9391064552	285.94
44598	01/29/2026	PD Operations	AT&T	12/25 CALNET SERVICE 9391084616	550.26
44598	01/29/2026	PD Operations	AT&T	12/25 CALNET SERVICE 9391031578	468.51
44598	01/29/2026	PD Operations	AT&T	12/25 CALNET SERVICE 9391031566	466.20
44599	01/29/2026	Aquatics Programs	AT&T	12/25 CALNET SERVICE 9391026397	30.32
44599	01/29/2026	Building	AT&T	12/25 CALNET SERVICE 9391026407	31.88
44599	01/29/2026	Central Admin	AT&T	12/25 CALNET SERVICE 9391026406	30.32
44599	01/29/2026	City Attorney	AT&T	12/25 CALNET SERVICE 9391026388	63.55
44599	01/29/2026	Code Enforcement	AT&T	12/25 CALNET SERVICE 9391026413	62.78
44599	01/29/2026	Comm & Rec Centers	AT&T	12/25 CALNET SERVICE 9391026392	63.77
44599	01/29/2026	Finance	AT&T	12/25 CALNET SERVICE 9391026406	30.33
44599	01/29/2026	Fire	AT&T	11/25 CALNET SERVICE 9391068734	62.75
44599	01/29/2026	Fire	AT&T	12/25 CALNET SERVICE 9391026402	31.88
44599	01/29/2026	HR/RISK MGT	AT&T	12/25 CALNET SERVICE 9391026400	31.88
44599	01/29/2026	Sr Citizen Community Service	AT&T	11/25 CALNET SERVICE 9391026403	34.62
44599	01/29/2026	Sr Citizen Community Service	AT&T	11/25 CALNET SERVICE 9391026398	31.88
44599	01/29/2026	Sr Citizen Community Service	AT&T	12/25 CALNET SERVICE 9391026415	67.25
44599	01/29/2026	Sr Citizen Community Service	AT&T	12/25 CALNET SERVICE 9391026395	31.80
44599	01/29/2026	Sr Citizen Community Service	AT&T	12/25 CALNET SERVICE 9391026389	31.88
44599	01/29/2026	WWTP	AT&T	12/25 CALNET SERVICE 9391026410	62.21
44599	01/29/2026	WWTP	AT&T	12/25 CALNET SERVICE 9391026405	31.88
44599	01/29/2026	WWTP	AT&T	12/25 CALNET SERVICE 9391026417	40.60
44599	01/29/2026	PD Operations	AT&T	11/25 CALNET SERVICE 9391026401	31.88
44600	01/29/2026	PD Operations	AT&T	LEA TRACKING NUMBERS - 4489239	95.00
44600	01/29/2026	PD Operations	AT&T	LEA TRACKING NUMBERS - 4492319	95.00
44601	01/29/2026	Home Program Income	MEADOWS MOBILE HOME PARK	SPACE RENTAL #19 02/26	926.52
44602	01/29/2026	Home Program Income	MEADOWS MOBILE HOME PARK	SPACE RENTAL #23 02/26	887.09
44603	01/29/2026	Home Program Income	MEADOWS MOBILE HOME PARK	SPACE RENTAL #86 02/26	879.57
44604	01/29/2026	Water Quality Control	BSK ASSOCIATES	WELL 17 MONITORING	1,075.00
44605	01/29/2026	Sports Programs	BSN SPORTS	VOLLEYBALL NET	920.13
44606	01/29/2026	HR/RISK MGT	CA DEPARTMENT OF JUSTICE	PRE-EMPLOYMENT SVS	64.00
44606	01/29/2026	PD Operations	CA DEPARTMENT OF JUSTICE	BLOOD ALCOHOL ANALYSIS	2,345.00
44606	01/29/2026	PD Operations	CA DEPARTMENT OF JUSTICE	MISCELLANEOUS SERVICES	548.00
44607	01/29/2026	Facilities Maintenance	CA DEPARTMENT OF TRANSPORTATION	SHARED COST - SIGNAL	13,624.28
44608	01/29/2026	General Fund	DIVISION OF THE STATE ARCHITECT	SB DSA 796 Q2 FY 25/26	48.00
44609	01/29/2026	Finance	CALIFORNIA MUNICIPAL STATISTICS, INC.	DEBT STATEMENT 06/30/25	600.00

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44610	01/29/2026	Building	COMCAST	CITY INTERNET CONNECTION 12/25	145.65
44610	01/29/2026	City Attorney	COMCAST	CITY INTERNET CONNECTION 12/25	43.10
44610	01/29/2026	City Clerk's Office	COMCAST	CITY INTERNET CONNECTION 12/25	43.40
44610	01/29/2026	Code Enforcement	COMCAST	CITY INTERNET CONNECTION 12/25	309.74
44610	01/29/2026	Comm & Rec Centers	COMCAST	CITY INTERNET CONNECTION 12/25	207.18
44610	01/29/2026	COMPUTER MAINT	COMCAST	CITY INTERNET CONNECTION 12/25	84.42
44610	01/29/2026	Engineering	COMCAST	CITY INTERNET CONNECTION 12/25	288.93
44610	01/29/2026	Facilities Maintenance	COMCAST	CITY INTERNET CONNECTION 12/25	63.61
44610	01/29/2026	Finance	COMCAST	CITY INTERNET CONNECTION 12/25	227.70
44610	01/29/2026	Fleet Maintenance	COMCAST	CITY INTERNET CONNECTION 12/25	43.40
44610	01/29/2026	GRANT OVERSIGHT	COMCAST	CITY INTERNET CONNECTION 12/25	84.42
44610	01/29/2026	HR/RISK MGT	COMCAST	CITY INTERNET CONNECTION 12/25	84.42
44610	01/29/2026	Parks	COMCAST	CITY INTERNET CONNECTION 12/25	104.63
44610	01/29/2026	Parks Administration	COMCAST	CITY INTERNET CONNECTION 12/25	84.12
44610	01/29/2026	Planning	COMCAST	CITY INTERNET CONNECTION 12/25	104.04
44610	01/29/2026	STREETS	COMCAST	CITY INTERNET CONNECTION 12/25	104.63
44610	01/29/2026	Recreation	COMCAST	CITY INTERNET CONNECTION 12/25	125.14
44610	01/29/2026	Sewer Mtnc/Operations	COMCAST	CITY INTERNET CONNECTION 12/25	74.02
44610	01/29/2026	SOLID WASTE	COMCAST	CITY INTERNET CONNECTION 12/25	84.13
44610	01/29/2026	Sr Citizen Community Service	COMCAST	CITY INTERNET CONNECTION 12/25	84.12
44610	01/29/2026	UB - Garbage	COMCAST	CITY INTERNET CONNECTION 12/25	68.96
44610	01/29/2026	UB - Sewer	COMCAST	CITY INTERNET CONNECTION 12/25	68.96
44610	01/29/2026	UB - Water	COMCAST	CITY INTERNET CONNECTION 12/25	135.55
44610	01/29/2026	Water Mtnc/Operations	COMCAST	CITY INTERNET CONNECTION 12/25	94.53
44610	01/29/2026	Water Quality Control	COMCAST	CITY INTERNET CONNECTION 12/25	43.40
44610	01/29/2026	WWTP	COMCAST	CITY INTERNET CONNECTION 12/25	63.61
44610	01/29/2026	City Manager	COMCAST	CITY INTERNET CONNECTION 12/25	43.10
44610	01/29/2026	Purchasing	COMCAST	CITY INTERNET CONNECTION 12/25	63.61
44611	01/29/2026	FMAAA Agreements	OCCUPATIONAL HEALTH CENTERS OF CALIFORNIA	PRE-EMPLOYMENT SERVICES	322.00
44612	01/29/2026	Code Enforcement	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST SERVICES 12/25	87.50
44612	01/29/2026	UB - Garbage	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST SERVICES 12/25	21.88
44612	01/29/2026	UB - Sewer	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST SERVICES 12/25	21.88
44612	01/29/2026	UB - Water	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST SERVICES 12/25	43.74
44613	01/29/2026	Computer Replacement	DELL COMPUTER CORPORATION	ADOBE SOFTWARE RENEWAL	13,423.98
44614	01/29/2026	Facilities Maintenance	DIAMOND COMMUNICATIONS	ALARM REPAIRS - FLEET	1,659.50
44614	01/29/2026	Comm & Rec Centers	DIAMOND COMMUNICATIONS	MONTHLY REPORT - PAN AM	81.00

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44614	01/29/2026	Comm & Rec Centers	DIAMOND COMMUNICATIONS	MONTHLY REPORT - JWYC	157.00
44614	01/29/2026	COMPUTER MAINT	DIAMOND COMMUNICATIONS	SECURITY ALARM MONITORING - PW	65.00
44614	01/29/2026	Facilities Maintenance	DIAMOND COMMUNICATIONS	SECURITY ALARM MONITORING - PW	146.24
44614	01/29/2026	Facilities Maintenance	DIAMOND COMMUNICATIONS	SERVICE CHARGE - PW	7.50
44614	01/29/2026	Fleet Maintenance	DIAMOND COMMUNICATIONS	SECURITY ALARM MONITORING - PW	95.00
44614	01/29/2026	Parks	DIAMOND COMMUNICATIONS	SECURITY ALARM MONITORING - PW	65.00
44614	01/29/2026	STREETS	DIAMOND COMMUNICATIONS	SECURITY ALARM MONITORING - PW	146.24
44614	01/29/2026	STREETS	DIAMOND COMMUNICATIONS	SERVICE CHARGE - PW	7.50
44614	01/29/2026	Sewer Mtnc/Operations	DIAMOND COMMUNICATIONS	SECURITY ALARM MONITORING - PW	146.26
44614	01/29/2026	Sewer Mtnc/Operations	DIAMOND COMMUNICATIONS	SERVICE CHARGE - PW	7.50
44614	01/29/2026	Water Mtnc/Operations	DIAMOND COMMUNICATIONS	SECURITY ALARM MONITORING - PW	146.26
44614	01/29/2026	Water Mtnc/Operations	DIAMOND COMMUNICATIONS	SERVICE CHARGE - PW	7.50
44615	01/29/2026	Engineering	FEDERAL EXPRESS	EXPRESS SHIPPING	49.47
44616	01/29/2026	Building	FIRE SAFETY SOLUTIONS, INC.	REVIEW & INSPECTION SVS 01/01/26-01/15/26	4,470.00
44617	01/29/2026	PD Operations	CITY OF FRESNO	ACADEMY CLASS 178 RANGE FEE	576.00
44618	01/29/2026	INTERMODAL BLDG	GUARDIAN WESTERN SWEEPING INC.	POWER SWEEPING 01/26	434.50
44618	01/29/2026	Parking Dist Operation	GUARDIAN WESTERN SWEEPING INC.	POWER SWEEPING 01/26	434.50
44619	01/29/2026	SUPP LAW ENF	MADERA ANIMAL HOSPITAL	VETERINARY SERVICES	5,303.12
44620	01/29/2026	SUPP LAW ENF	MADERA ANIMAL HOSPITAL	VETERINARY SERVICES	1,466.94
44621	01/29/2026	PD Operations	MADERA COUNTY TREASURER	COUNTY'S PORTION PARKING PENALTIES PAID 11/25	55.00
44622	01/29/2026	LTF - Streets	MADERA COUNTY	AMTRAK STATION 50/50 MAINTENANCE	2,729.25
44623	01/29/2026	Community Promo	MADERA COUNTY E D C	EDC ANNUAL CONTRIBUTION	48,653.63
44624	01/29/2026	Madera Downtown BID	MADERA DOWNTOWN ASSOC.	FY 25/26 QTR #2 ASSESSMENTS	3,085.59
44625	01/29/2026	Permanent Local Housing Allocat	MADERA RESCUE MISSION, INC.	PLHA INVOICE 12/25	13,851.57
44626	01/29/2026	LTF - Streets	MADERA TRIBUNE	REQUEST FOR BID - TS-32	1,265.00
44626	01/29/2026	Traffic Signal	MADERA TRIBUNE	REQUEST FOR BID - TS-24	1,265.00
44626	01/29/2026	SB1-LPP (Local Partnership Pro	MADERA TRIBUNE	PUBLIC NOTICE - R-81 ADVERT	869.00
44626	01/29/2026	HR/RISK MGT	MADERA TRIBUNE	JOB ADVERTISEMENT	152.00
44627	01/29/2026	HR/RISK MGT	MADERA UNIFIED SCHOOL DISTRICT	PRE-EMPLOYMENT SERVICES	64.00
44627	01/29/2026	FMAAA Agreements	MADERA UNIFIED SCHOOL DISTRICT	PRE-EMPLOYMENT SERVICES	32.00
44628	01/29/2026	Comm & Rec Centers	MAMMOTH OXYGEN	CO2 FOR POOL	111.60
44629	01/29/2026	CDBG ADMIN	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES - TRANSIT	47.11
44629	01/29/2026	TRANS - FIXED	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES - TRANSIT	61.50
44630	01/29/2026	AIRPORT OPS	PACIFIC GAS & ELECTRIC	12/25 SERVICE 3819620697-3	118.67
44630	01/29/2026	Comm & Rec Centers	PACIFIC GAS & ELECTRIC	12/25 SERVICE 8307681856-2	1,032.02
44630	01/29/2026	Engineering	PACIFIC GAS & ELECTRIC	12/25 SERVICE 2000655655-7	2,119.74

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44630	01/29/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	11/25 SERVICE 2630414116-6	88.78
44630	01/29/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	12/25 SERVICE 8178280304-3	228.59
44630	01/29/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	12/25 SERVICE 3499945233-6	123.11
44630	01/29/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	12/25 SERVICE 3352588453-3	178.06
44630	01/29/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	12/25 SERVICE 2630414116-6	92.49
44630	01/29/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	12/25 SERVICE 0335965203-3	165.59
44630	01/29/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	12/25 SERVICE 1598348280-1	120.91
44630	01/29/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	12/25 SERVICE 1715785853-5	2,273.41
44630	01/29/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	12/25 SERVICE 9787342989-4	188.71
44630	01/29/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	12/25 SERVICE 5207933925-6	123.77
44630	01/29/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	12/25 SERVICE 1619119913-8	174.87
44630	01/29/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	12/25 SERVICE 6690755760-8	115.84
44630	01/29/2026	Fire	PACIFIC GAS & ELECTRIC	12/25 SERVICE 2173157566-4	3,464.94
44630	01/29/2026	Water Mtnc/Operations	PACIFIC GAS & ELECTRIC	12/25 SERVICE 9109225160-1	524.80
44630	01/29/2026	Water Mtnc/Operations	PACIFIC GAS & ELECTRIC	12/25 SERVICE 9651992016-7	314.90
44630	01/29/2026	Water Mtnc/Operations	PACIFIC GAS & ELECTRIC	12/25 SERVICE 9172110863-6	20,904.55
44630	01/29/2026	Water Mtnc/Operations	PACIFIC GAS & ELECTRIC	12/25 SERVICE 3642526071-2	112.86
44631	01/29/2026	AIRPORT OPS	PACIFIC GAS & ELECTRIC	12/25 SERVICE 8126770647-1	82.35
44631	01/29/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	10/25 SERVICE 2630414116-6	71.76
44631	01/29/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	12/25 SERVICE 7949615676-5	29.30
44631	01/29/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	12/25 SERVICE 7928098441-4	72.76
44631	01/29/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	12/25 SERVICE 5237156686-1	45.19
44631	01/29/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	12/25 SERVICE 4318089701-9	31.03
44631	01/29/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	12/25 SERVICE 1013877191-9	85.05
44631	01/29/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	12/25 SERVICE 5225647713-5	14.79
44631	01/29/2026	Parks	PACIFIC GAS & ELECTRIC	12/25 SERVICE 8788837242-9	10.52
44631	01/29/2026	Parks	PACIFIC GAS & ELECTRIC	12/25 SERVICE 8675479583-8	61.87
44631	01/29/2026	WWTP	PACIFIC GAS & ELECTRIC	12/25 SERVICE 1902328695-8	26.28
44631	01/29/2026	Zone 34B Activities	PACIFIC GAS & ELECTRIC	11/25 SERVICE 0443905948-8	10.18
44631	01/29/2026	Zone 34B Activities	PACIFIC GAS & ELECTRIC	12/25 SERVICE 0443905948-8	10.51
44631	01/29/2026	Zone 39 Activities	PACIFIC GAS & ELECTRIC	12/25 SERVICE 6948316261-1	23.33
44632	01/29/2026	PD Operations	PECK'S PRINTERY	PD - FINGERPRINT CARDS	146.14
44632	01/29/2026	PD Operations	PECK'S PRINTERY	PD - PARKING CITATIONS	1,516.78
44632	01/29/2026	PD Operations	PECK'S PRINTERY	PD - MOVING VIOLATIONS	3,198.05
44633	01/29/2026	Finance	PHOENIX GROUP INFO SYS	CITATIONS 11/25	140.73
44633	01/29/2026	Parking Dist Operation	PHOENIX GROUP INFO SYS	CITATIONS 11/25	135.17

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44634	01/29/2026	PD Operations	RON'S TOWING & ROAD SERVICE	TOWING SERVICES	2,700.00
44635	01/29/2026	MEAS K - PD	ROSEL, JOHN	PER DIEM - SHERMAN BLOCK #1	322.50
44636	01/29/2026	Comm & Rec Centers	TK ELEVATOR CORPORATION	YC ELEVATOR MAINTENANCE	367.59
44637	01/29/2026	Special Legislative Grant	TOSTED ASPHALT, INC.	LTC TRAIL IMPROVEMENTS	201,574.18
44638	01/29/2026	Building	VERIZON WIRELESS	CITY CELL PHONE CHARGES 12/11/25-01/10/26	77.66
44638	01/29/2026	City Council	VERIZON WIRELESS	CITY CELL PHONE CHARGES 12/11/25-01/10/26	38.01
44638	01/29/2026	Facilities Maintenance	VERIZON WIRELESS	CITY CELL PHONE CHARGES 12/11/25-01/10/26	38.83
44638	01/29/2026	HR/RISK MGT	VERIZON WIRELESS	CITY CELL PHONE CHARGES 12/11/25-01/10/26	38.01
44638	01/29/2026	STREETS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 12/11/25-01/10/26	13.89
44638	01/29/2026	PD Operations	VERIZON WIRELESS	CITY CELL PHONE CHARGES 12/11/25-01/10/26	1,016.69
44639	01/29/2026	PD Operations	ASSET FORFEITURE/OTHER PD	REIMBURSEMENT - DUPLICATE PAYMENT	15.00
44640	01/29/2026	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9905924	350.84
44641	01/29/2026	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9902735	343.84
44642	01/29/2026	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 4644002	118.94
44643	01/29/2026	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9923548	97.88
44644	01/29/2026	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9891548	313.61
44645	01/29/2026	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9922286	127.31
44646	01/29/2026	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9926060	570.44
44647	01/29/2026	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9907133	96.73
44648	01/29/2026	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9912654	308.51
44649	01/29/2026	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9921416	247.49
44650	01/29/2026	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9925843	276.68
44651	01/29/2026	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9923454	67.69
44652	01/29/2026	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9922050	114.16
44653	01/29/2026	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 10000400	243.88
44654	01/29/2026	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9895586	291.28
44655	01/29/2026	Water Utility	OTP- UB REFUNDS	REIMBURSEMENT - OVERPAYMENT	464.99
44656	01/29/2026	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9904626	237.41
44657	01/29/2026	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9916060	181.09
44658	01/29/2026	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9926071	223.65
44659	01/29/2026	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9922140	399.53
44660	01/29/2026	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9926459	297.88
44661	01/29/2026	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 10000714	135.35
44662	02/04/2026	PD Operations	RAUL R. HERRERA JR.	POLYGRAPHS	1,125.00
44663	02/04/2026	Sports Programs	J & D MANUFACTURING	YOUTH BASKETBALL JERSEYS	2,294.46
44663	02/04/2026	Sports Programs	J & D MANUFACTURING	TINY TIKES SHIRTS TINY	267.38

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44663	02/04/2026	Sports Programs	J & D MANUFACTURING	BASKETBALL SHORTS	143.41
44664	02/04/2026	WWTP	CHRIS GATEWOOD INDUSTRIES, INC.	CENTRIFUGE BOWL ASSEMBLY	14,000.00
44665	02/04/2026	Parks Administration	AMAZON.COM	OFFICE SUPPLIES - PARKS ADMIN	26.72
44666	02/04/2026	PD Operations	VIDEGAIN, ALICIA	TUITION REIMBURSEMENT	459.00
44667	02/04/2026	WWTP	CAL WEST RAIN	EFFLUENT PUMP REBUILD	16,407.53
44668	02/04/2026	Planning	MICHAEL BAKER INTERNATIONAL, INC.	CONSULTING SERVICES - HOUSING ELEMENT	3,550.00
44669	02/04/2026	PD Operations	B & M SUPPLIERS LLC	NITRILE GLOVES	190.00
44670	02/04/2026	Prop 68 Grant	WESTWOOD PROFESSIONAL SERVICES, INC.	PROP 68 - OLIVE/TAUBERT PARK	570.27
44670	02/04/2026	Special Legislative Grant	WESTWOOD PROFESSIONAL SERVICES, INC.	DESIGN SVS - LTC TRAILS	733.60
44671	02/04/2026	Computer Replacement	EKC ENTERPRISES, INC.	COMMUNICATIONS/MEDIA/AV SYSTEM - COUNCIL	7,515.73
44672	02/04/2026	Water Quality Control	DELLAVALLE LABORATORY, INC.	WEEKLY SAMPLING	608.00
44672	02/04/2026	Water Quality Control	DELLAVALLE LABORATORY, INC.	QUARTERLY SAMPLING	1,536.00
44672	02/04/2026	Water Quality Control	DELLAVALLE LABORATORY, INC.	WELL #17 REHAB BACTERIOLOGY ANALYSES	36.00
44673	02/04/2026	Central Admin	AT&T	01/26 CALNET SERVICE 9391026406	30.40
44673	02/04/2026	Comm & Rec Centers	AT&T	12/25 CALNET SERVICE 9391026396	267.40
44673	02/04/2026	Finance	AT&T	01/26 CALNET SERVICE 9391026406	30.41
44673	02/04/2026	Fire	AT&T	12/25 CALNET SERVICE 9391068734	62.90
44673	02/04/2026	HR/RISK MGT	AT&T	01/26 CALNET SERVICE 9391026406	31.97
44673	02/04/2026	Parks	AT&T	01/26 CALNET SERVICE 9391026412	164.76
44673	02/04/2026	Sewer Mtnc/Operations	AT&T	01/26 CALNET SERVICE 9391031570	193.44
44673	02/04/2026	Sr Citizen Community Service	AT&T	12/25 CALNET SERVICE 9391026398	31.97
44673	02/04/2026	Sr Citizen Community Service	AT&T	12/25 CALNET SERVICE 9391026403	34.73
44673	02/04/2026	WWTP	AT&T	01/26 CALNET SERVICE 9391026410	62.38
44673	02/04/2026	WWTP	AT&T	01/26 CALNET SERVICE 9391026405	31.97
44673	02/04/2026	PD Operations	AT&T	12/25 CALNET SERVICE 9391059143	4,000.77
44673	02/04/2026	PD Operations	AT&T	12/25 CALNET SERVICE 9391026401	31.97
44673	02/04/2026	PD Operations	AT&T	01/26 CALNET SERVICE 9391020514	156.45
44673	02/04/2026	PD Operations	AT&T	01/26 CALNET SERVICE 9391064552	571.88
44674	02/04/2026	Sewer Capital Outlay	AECOM TECHNICAL SERVICES, INC.	SS-06 ONCALL FAIRGROUND LIFT STATION MODIFI	5,411.25
44675	02/04/2026	Engineering	AMERICAN BUSINESS MACHINES	PLOTTER LEASE	368.00
44676	02/04/2026	Recreation	BSN SPORTS	SPORTS EQUIPMENT	1,042.60
44676	02/04/2026	Sports Programs	BSN SPORTS	VOLLEYBALL REPAIR	108.25
44676	02/04/2026	Sports Programs	BSN SPORTS	YOUTH BASKETBALL EQUIPMENT	557.82
44677	02/04/2026	Water Capital Outlay	SKIBO APPRAISAL SERVICES	PROPERTY APRAISAL - APN# 013-280-002	400.00
44678	02/04/2026	Building	COMCAST	CITY INTERNET CONNECTION 01/26	145.65
44678	02/04/2026	City Attorney	COMCAST	CITY INTERNET CONNECTION 01/26	43.10

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44678	02/04/2026	City Clerk's Office	COMCAST	CITY INTERNET CONNECTION 01/26	43.40
44678	02/04/2026	Code Enforcement	COMCAST	CITY INTERNET CONNECTION 01/26	309.74
44678	02/04/2026	Comm & Rec Centers	COMCAST	CITY INTERNET CONNECTION 01/26	207.18
44678	02/04/2026	COMPUTER MAINT	COMCAST	CITY INTERNET CONNECTION 01/26	84.42
44678	02/04/2026	Engineering	COMCAST	CITY INTERNET CONNECTION 01/26	288.93
44678	02/04/2026	Facilities Maintenance	COMCAST	CITY INTERNET CONNECTION 01/26	63.61
44678	02/04/2026	Finance	COMCAST	CITY INTERNET CONNECTION 01/26	227.70
44678	02/04/2026	Fleet Maintenance	COMCAST	CITY INTERNET CONNECTION 01/26	43.40
44678	02/04/2026	GRANT OVERSIGHT	COMCAST	CITY INTERNET CONNECTION 01/26	84.42
44678	02/04/2026	HR/RISK MGT	COMCAST	CITY INTERNET CONNECTION 01/26	84.42
44678	02/04/2026	Parks	COMCAST	CITY INTERNET CONNECTION 01/26	104.63
44678	02/04/2026	Parks Administration	COMCAST	CITY INTERNET CONNECTION 01/26	84.12
44678	02/04/2026	Planning	COMCAST	CITY INTERNET CONNECTION 01/26	104.04
44678	02/04/2026	STREETS	COMCAST	CITY INTERNET CONNECTION 01/26	104.63
44678	02/04/2026	Recreation	COMCAST	CITY INTERNET CONNECTION 01/26	125.14
44678	02/04/2026	Sewer Mtnc/Operations	COMCAST	CITY INTERNET CONNECTION 01/26	74.02
44678	02/04/2026	SOLID WASTE	COMCAST	CITY INTERNET CONNECTION 01/26	84.13
44678	02/04/2026	Sr Citizen Community Service	COMCAST	CITY INTERNET CONNECTION 01/26	84.12
44678	02/04/2026	UB - Garbage	COMCAST	CITY INTERNET CONNECTION 01/26	68.96
44678	02/04/2026	UB - Sewer	COMCAST	CITY INTERNET CONNECTION 01/26	68.96
44678	02/04/2026	UB - Water	COMCAST	CITY INTERNET CONNECTION 01/26	135.55
44678	02/04/2026	Water Mtnc/Operations	COMCAST	CITY INTERNET CONNECTION 01/26	94.53
44678	02/04/2026	Water Quality Control	COMCAST	CITY INTERNET CONNECTION 01/26	43.40
44678	02/04/2026	WWTP	COMCAST	CITY INTERNET CONNECTION 01/26	63.61
44678	02/04/2026	City Manager	COMCAST	CITY INTERNET CONNECTION 01/26	43.10
44678	02/04/2026	Purchasing	COMCAST	CITY INTERNET CONNECTION 01/26	63.61
44679	02/04/2026	COMPUTER MAINT	COMCAST	01/26 SVS 8155500320322006	92.88
44680	02/04/2026	HR/RISK MGT	OCCUPATIONAL HEALTH CENTERS OF CALIFORNIA	PRE-EMPLOYMENT SERVICES	217.00
44680	02/04/2026	FMAAA Agreements	OCCUPATIONAL HEALTH CENTERS OF CALIFORNIA	PRE-EMPLOYMENT SERVICES	434.00
44681	02/04/2026	Computer Replacement	DELL COMPUTER CORPORATION	DELL COMPONENTS - IT	2,353.76
44682	02/04/2026	Special Events	CROWN SERVICES CO.	PORTABLE RESTROOM RENTAL - PARKS	305.32
44683	02/04/2026	Parks	ENVIRO CLEAN	PARKS MAINTENANCE ITEMS	1,029.46
44684	02/04/2026	PD Operations	FRESNO CITY COLLEGE	REGISTRATION FEES - POLICE ACADEMY	2,460.00
44685	02/04/2026	Facilities Maintenance	JAM SERVICES INC	TRAFFIC SIGNAL PED PUSH BUTTON	3,139.25
44685	02/04/2026	Facilities Maintenance	JAM SERVICES INC	TRAFFIC SIGNAL SHELF UNITS	357.23
44686	02/04/2026	General Trust Fund	L.N. CURTIS & SONS	BOOM MIC OD - PD	9,471.50

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44686	02/04/2026	General Trust Fund	L.N. CURTIS & SONS	MIC TRANSPORTATION - PD	16.09
44686	02/04/2026	General Trust Fund	L.N. CURTIS & SONS	BALLISTIC HELMET - PD	1,203.55
44687	02/04/2026	Animal Control	MADERA ANIMAL HOSPITAL	VETERINARY SERVICES	646.90
44688	02/04/2026	HR/RISK MGT	MADERA TRIBUNE	JOB ADVERTISEMENT	34.20
44689	02/04/2026	AIRPORT OPS	PACIFIC GAS & ELECTRIC	01/26 SERVICE 3819620697-3	109.66
44689	02/04/2026	Comm & Rec Centers	PACIFIC GAS & ELECTRIC	01/26 SERVICE 8307681856-2	494.65
44689	02/04/2026	Engineering	PACIFIC GAS & ELECTRIC	01/26 SERVICE 2000655655-7	2,277.57
44689	02/04/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	01/26 SERVICE 6690755760-8	113.08
44689	02/04/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	01/26 SERVICE 1619119913-8	169.46
44689	02/04/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	01/26 SERVICE 7949615676-5	27.53
44689	02/04/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	01/26 SERVICE 8178280304-3	209.44
44689	02/04/2026	Water Mtnc/Operations	PACIFIC GAS & ELECTRIC	01/26 SERVICE 3642526071-2	107.06
44689	02/04/2026	Water Mtnc/Operations	PACIFIC GAS & ELECTRIC	01/26 SERVICE 9651992016-7	289.73
44689	02/04/2026	Water Mtnc/Operations	PACIFIC GAS & ELECTRIC	01/26 SERVICE 9109225160-1	620.06
44689	02/04/2026	Water Mtnc/Operations	PACIFIC GAS & ELECTRIC	01/26 SERVICE 9172110863-6	15,926.28
44689	02/04/2026	WWTP	PACIFIC GAS & ELECTRIC	01/26 SERVICE 1902328695-8	25.46
44690	02/04/2026	LTF - Streets	PROVOST & PRITCHARD CONSULTING	PROFESSIONAL ENGINEERING SVS	3,435.00
44690	02/04/2026	Water Capital Outlay	PROVOST & PRITCHARD CONSULTING	PROFESSIONAL ENGINEERING SVS	52,108.19
44691	02/04/2026	Water Capital Outlay	ROLFE CONSTRUCTION INC.	W-43 WATER MAIN REPLACEMENT PROJECT	212,361.24
44692	02/04/2026	AFFORDABLE HOUSING	SEAL RITE PAVING	SIDEWALK IMPROVEMENT	378,693.96
44693	02/04/2026	PAYROLL TRUST	STATE OF CALIFORNIA	FRANCHISE TAX DEDUCTIONS FOR 01/30/26 PAYROLL	736.18
44694	02/04/2026	LTF - Streets	TJKM TRANSPORTATION CONSULTANTS	CONSULTING SERVICES	193.94
44695	02/04/2026	PD Operations	TYLER TECHNOLOGIES INC.	SERVER HOSTING	1,263.73
44696	02/04/2026	Deferred Maintenance	VALLEY IRON, INC.	TRASH ENCLOSURE MATERIALS - PAN AM	546.45
44697	02/04/2026	CDBG Public Improvements	WEST COAST ARBORISTS, INC.	TREE REMOVAL	11,421.90
44698	02/04/2026	Engineering	YAMABE & HORN ENGINEERING	MAP & PLAN CHECK	1,997.50
44699	02/04/2026	PD Operations	OTP - FINANCE	REIMBURSEMENT - VEST	200.00
44700	02/04/2026	WATER CONSERV	OTP- REBATES	TURF REBATE - 9915614-508668	1,764.00
44701	02/04/2026	Water Fund	AR REFUNDS	DEPOSIT REFUND - METER #38	1,700.00
44702	02/04/2026	Water Fund	AR REFUNDS	DEPOSIT REFUND - METER #38	1,700.00
44703	02/04/2026	Water Fund	AR REFUNDS	DEPOSIT REFUND - METER #39	1,700.00
44703	02/04/2026	Water Utility	AR REFUNDS	DEPOSIT REFUND - METER #39	(385.49)
44704	02/04/2026	Water Fund	AR REFUNDS	DEPOSIT REFUND - METER #13	1,700.00
44704	02/04/2026	Water Utility	AR REFUNDS	DEPOSIT REFUND - METER #13	(249.34)
44705	02/04/2026	Water Fund	AR REFUNDS	DEPOSIT REFUND - METER #35	1,700.00
44706	02/09/2026	AFFORDABLE HOUSING	RRM DESIGN GROUP	PROFESSIONAL ENG DESIGN - INTERMODAL FACILITY	1,074.00

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44707	02/09/2026	Sewer Capital Outlay	TELSTAR INSTRUMENTS	SS-06 FAIRGROUNDS LIFT STATION MODIFICATION	76,000.00
44708	02/09/2026	Water Capital Outlay	CAROLLO ENGINEERS, INC	PROFESSIONAL ENGINEERING SVS	42,160.39
44709	02/09/2026	Animal Control	NVA FRESNO VETERINARY MANAGEMENT, LLC	VETERINARY SERVICES	159.13
44710	02/09/2026	PD Operations	PACIFIC STORAGE COMPANY	SHREDDING SERVICES	604.00
44711	02/09/2026	PD Operations	TRILOGY MEDWASTE WEST LLC	REUSABLE TUB - MEDICAL WASTE REUSABLE TUB	84.07
44712	02/09/2026	PD Tire Amnesty Grant	AMERICAN TIRE RECYCLING, INC	TRAILER RENTAL - TIRE RECYCLE	1,900.00
44713	02/09/2026	Building	AMAZON.COM	OFFICE SUPPLIES - IT	191.58
44713	02/09/2026	Purchasing	AMAZON.COM	OFFICE SUPPLIES - IT	640.42
44714	02/09/2026	Parks	ELITE MAINTENANCE AND TREE SERVICE	GROUP 2 NON-MEDIAN MAINT 02/26	7,415.73
44714	02/09/2026	MEDIAN LANDS	ELITE MAINTENANCE AND TREE SERVICE	GROUP 3 MEDIAN MAINT 02/26	16,454.82
44714	02/09/2026	Parking Dist Operation	ELITE MAINTENANCE AND TREE SERVICE	GROUP 1 DOWNTOWN MAINT 02/26	667.58
44715	02/09/2026	Fire	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 12/16/25-12/31/25	374.04
44715	02/09/2026	Fire	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 01/01/26-01/15/26	411.36
44715	02/09/2026	MEAS K - FIRE	VAN DE POL ENTERPRISES, INC.	FUEL CDF - BULK DIESEL	2,390.47
44716	02/09/2026	HR/RISK MGT	SIJ HOLDINGS LLC	JOB ADVERTISEMENT	2,496.00
44717	02/09/2026	HR/RISK MGT	ALLIANT INSURANCE SERVICES, INC.	CONSULTING SERVICES	3,750.00
44718	02/09/2026	CDBG Public Services	OLIVE CHARITABLE ORGANIZATION	CDBG 25/26 - BENNET HOUSE Q2	3,750.00
44719	02/09/2026	Central Admin	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 01/26	140.00
44719	02/09/2026	Comm & Rec Centers	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 01/26	612.50
44719	02/09/2026	COMPUTER MAINT	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 01/26	17.50
44719	02/09/2026	Engineering	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 01/26	102.50
44719	02/09/2026	Facilities Maintenance	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 01/26	813.86
44719	02/09/2026	Fleet Maintenance	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 01/26	556.80
44719	02/09/2026	Parks	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 01/26	839.85
44719	02/09/2026	STREETS	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 01/26	1,831.63
44719	02/09/2026	Sewer Mtnc/Operations	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 01/26	351.50
44719	02/09/2026	Street Cleaning	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 01/26	52.25
44719	02/09/2026	UB - Water	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 01/26	45.00
44719	02/09/2026	Water Mtnc/Operations	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 01/26	1,022.12
44719	02/09/2026	Water Quality Control	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 01/26	208.25
44719	02/09/2026	WWTP	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 01/26	851.55
44719	02/09/2026	PD Operations	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 01/26	147.50
44720	02/09/2026	Planning	MICHAEL BAKER INTERNATIONAL, INC.	CONSULTING SERVICES - HOUSING ELEMENT	23,745.00
44721	02/09/2026	Dicks Sporting Goods Grant	FENCE FACTORY RENTALS	TEMPORARY FENCE RENTAL - LTC BATTING CAGES	850.00
44722	02/09/2026	Finance	NOVOGRADAC & COMPANY LLP	PROFESSIONAL ACCOUNTING SERVICES	5,500.00
44723	02/09/2026	Deferred Maintenance	R & H WHOLESALE SUPPLY, INC.	DOOR LOCK PARTS	439.33

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44724	02/09/2026	Fleet Acquisition	WCAF, LLC	2026 TRANSIT VAN #6319	54,653.74
44725	02/09/2026	Computer Replacement	EKC ENTERPRISES, INC.	COMMUNICATIONS/MEDIA/AV SYSTEM - COUNCIL	452.99
44726	02/09/2026	WWTP	HOLLOWAY ENVIRONMENTAL SOLUTIONS, LLC	SLUDGE HAULING & DISPOSAL	23,796.93
44727	02/09/2026	Water Quality Control	DELLAVALLE LABORATORY, INC.	QUARTERLY MONITORING	1,278.00
44728	02/09/2026	Aquatics Programs	AT&T	01/26 CALNET SERVICE 9391026397	30.40
44728	02/09/2026	City Attorney	AT&T	01/26 CALNET SERVICE 9391026388	64.16
44728	02/09/2026	Code Enforcement	AT&T	01/26 CALNET SERVICE 9391026413	62.64
44728	02/09/2026	Comm & Rec Centers	AT&T	01/26 CALNET SERVICE 9391026392	64.06
44728	02/09/2026	Comm & Rec Centers	AT&T	01/26 CALNET SERVICE 9391026393	94.35
44728	02/09/2026	Comm & Rec Centers	AT&T	01/26 CALNET SERVICE 9391026391	312.48
44728	02/09/2026	Facilities Maintenance	AT&T	01/26 CALNET SERVICE 9391031564	13.80
44728	02/09/2026	Facilities Maintenance	AT&T	01/26 CALNET SERVICE 9391026394	24.65
44728	02/09/2026	Fleet Maintenance	AT&T	01/26 CALNET SERVICE 9391031564	9.20
44728	02/09/2026	Fleet Maintenance	AT&T	01/26 CALNET SERVICE 939102639	16.46
44728	02/09/2026	Parks Administration	AT&T	01/26 CALNET SERVICE 9391031580	289.79
44728	02/09/2026	STREETS	AT&T	01/26 CALNET SERVICE 9391031564	23.01
44728	02/09/2026	STREETS	AT&T	01/26 CALNET SERVICE 9391026394	41.12
44728	02/09/2026	Sewer Mtnc/Operations	AT&T	01/26 CALNET SERVICE 9391031564	16.10
44728	02/09/2026	Sewer Mtnc/Operations	AT&T	01/26 CALNET SERVICE 9391026394	28.76
44728	02/09/2026	SOLID WASTE	AT&T	01/26 CALNET SERVICE 9391031564	18.43
44728	02/09/2026	SOLID WASTE	AT&T	01/26 CALNET SERVICE 9391026394	32.88
44728	02/09/2026	Sr Citizen Community Service	AT&T	01/26 CALNET SERVICE 9391026415	67.53
44728	02/09/2026	Sr Citizen Community Service	AT&T	01/26 CALNET SERVICE 9391026389	31.97
44728	02/09/2026	Sr Citizen Community Service	AT&T	01/26 CALNET SERVICE 9391026395	31.97
44728	02/09/2026	UB - Garbage	AT&T	01/26 CALNET SERVICE 9391031564	4.60
44728	02/09/2026	UB - Garbage	AT&T	01/26 CALNET SERVICE 9391026394	8.22
44728	02/09/2026	UB - Sewer	AT&T	01/26 CALNET SERVICE 9391031564	4.60
44728	02/09/2026	UB - Sewer	AT&T	01/26 CALNET SERVICE 9391026394	8.22
44728	02/09/2026	UB - Water	AT&T	01/26 CALNET SERVICE 9391031564	9.21
44728	02/09/2026	UB - Water	AT&T	01/26 CALNET SERVICE 9391026394	16.46
44728	02/09/2026	Water Mtnc/Operations	AT&T	01/26 CALNET SERVICE 9391031564	20.70
44728	02/09/2026	Water Mtnc/Operations	AT&T	01/26 CALNET SERVICE 9391026394	36.98
44728	02/09/2026	Water Quality Control	AT&T	01/26 CALNET SERVICE 9391031564	9.20
44728	02/09/2026	Water Quality Control	AT&T	01/26 CALNET SERVICE 9391026394	16.46
44728	02/09/2026	WWTP	AT&T	01/26 CALNET SERVICE 9391026417	40.70
44728	02/09/2026	WWTP	AT&T	01/26 CALNET SERVICE 9391031564	13.80

**CITY OF MADERA**  
**REGISTER OF AUDITED DEMANDS FOR BANK #1 - US BANK GENERAL ACCOUNT**  
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CHECK	PAY DATE	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
44728	02/09/2026	WWTP	AT&T	01/26 CALNET SERVICE 9391026394	24.65
44728	02/09/2026	Purchasing	AT&T	01/26 CALNET SERVICE 9391031564	13.80
44728	02/09/2026	Purchasing	AT&T	01/26 CALNET SERVICE 9391026394	24.65
44728	02/09/2026	PD Operations	AT&T	01/26 CALNET SERVICE 9391026414	379.51
44728	02/09/2026	PD Operations	AT&T	01/26 CALNET SERVICE 9391031561	156.45
44728	02/09/2026	PD Operations	AT&T	01/26 CALNET SERVICE 9391026411	98.83
44728	02/09/2026	PD Operations	AT&T	01/26 CALNET SERVICE 9391031579	287.77
44729	02/09/2026	PD Operations	AT&T	08/25 CRADLE POINT FNP1	337.50
44729	02/09/2026	PD Operations	AT&T	09/25 CRADLE POINT FNP1	337.50
44729	02/09/2026	PD Operations	AT&T	10/25 CRADLE POINT FNP1	685.50
44729	02/09/2026	PD Operations	AT&T	11/25 CRADLE POINT FNP1	836.25
44730	02/09/2026	Engineering	AKEL ENGINEERING GROUP, INC.	HYDROLOGIC MODEL ASSISTANCE	499.75
44730	02/09/2026	Drainage Capital Outlay	AKEL ENGINEERING GROUP, INC.	ON-CALL HYDROLOGY STUDY	9,313.75
44731	02/09/2026	Sewer Capital Outlay	BSK ASSOCIATES	WWTP24-01 TESTING LAB	6,461.25
44732	02/09/2026	Water Fund	BANK OF NEW YORK MELLON	WATER REVENUE REFUNDING BOND - SERIES 2015	1,000.00
44732	02/09/2026	Water Debt Service/Rev Bonds	BANK OF NEW YORK MELLON	WATER REVENUE REFUNDING BOND - SERIES 2015	1,000.00
44733	02/09/2026	Facilities Maintenance	CA DEPARTMENT OF TRANSPORTATION	SHARED COST - CAL-TRANS SHARED COST - CAL-TF	9,364.63
44734	02/09/2026	CDBG ADMIN	COMMUNITY ACTION PRTRNSHP OF MADERA	CDBG FY 25/26 CAPMC FMCOQ Q2	4,617.83
44734	02/09/2026	CDBG Public Services	COMMUNITY ACTION PRTRNSHP OF MADERA	CDBG FY 25/26 CAPMC HOUSING STABLIZATION Q	39,105.00
44735	02/09/2026	HR/RISK MGT	CPS HR CONSULTING	CONSULTING SERVICES - PROFESSIONAL RECRUITI	9,000.00
44736	02/09/2026	INTERMODAL BLDG	DIAMOND COMMUNICATIONS	FIRE ALARM MONITORING - TRANSIT	80.00
44736	02/09/2026	Comm & Rec Centers	DIAMOND COMMUNICATIONS	FIRE ALARM MONITORING - PAN AM	162.00
44736	02/09/2026	Comm & Rec Centers	DIAMOND COMMUNICATIONS	SECURITY ALARM MONITORING - FBSC	258.00
44736	02/09/2026	Comm & Rec Centers	DIAMOND COMMUNICATIONS	FIRE ALARM MONITORING - JWYC	157.00
44736	02/09/2026	Comm & Rec Centers	DIAMOND COMMUNICATIONS	MONTHLY REPORT - FBSC	45.00
44736	02/09/2026	Comm & Rec Centers	DIAMOND COMMUNICATIONS	MONTHLY REPORT - FBSC	303.00
44736	02/09/2026	Comm & Rec Centers	DIAMOND COMMUNICATIONS	MONTHLY REPORT - FBSC	45.00
44736	02/09/2026	COMPUTER MAINT	DIAMOND COMMUNICATIONS	SECURITY ALARM MONITORING - PW	32.50
44736	02/09/2026	Facilities Maintenance	DIAMOND COMMUNICATIONS	SECURITY ALARM MONITORING - PW	73.12
44736	02/09/2026	Fleet Maintenance	DIAMOND COMMUNICATIONS	SECURITY ALARM MONITORING - PW	47.50
44736	02/09/2026	Parks	DIAMOND COMMUNICATIONS	SECURITY ALARM MONITORING - PW	32.50
44736	02/09/2026	STREETS	DIAMOND COMMUNICATIONS	SECURITY ALARM MONITORING - PW	73.12
44736	02/09/2026	Sewer Mtnc/Operations	DIAMOND COMMUNICATIONS	SECURITY ALARM MONITORING - PW	73.13
44736	02/09/2026	Water Mtnc/Operations	DIAMOND COMMUNICATIONS	SECURITY ALARM MONITORING - PW	73.13
44737	02/09/2026	PD Operations	EPPLER TOWING	TOWING SERVICE	4,855.00
44738	02/09/2026	Comm & Rec Centers	ENVIRO CLEAN	AUTO SCRUBBER - JWYC	5,250.13

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44739	02/09/2026	Building	FIRE SAFETY SOLUTIONS, INC.	REVIEW & INSPECTION SVS 01/16/26-01/31/26	7,920.00
44740	02/09/2026	Facilities Maintenance	JAM SERVICES INC	TRAFFIC SIGNAL TERMINAL BLOCK	270.63
44740	02/09/2026	Facilities Maintenance	JAM SERVICES INC	TRAFFIC SIGNAL FLASHER CARDS	233.82
44741	02/09/2026	INS/RISK MGT	LIEBERT CASSIDY WHITMORE	LEGAL SERVICES	1,366.50
44742	02/09/2026	SUPP LAW ENF	MADERA ANIMAL HOSPITAL	VETERINARY SERVICES	129.28
44743	02/09/2026	PD Operations	MADERA COUNTY TREASURER	COUNTY'S PORTION PARKING PENALTIES PAID 12/26	286.00
44744	02/09/2026	Community Promo	MADERA COUNTY E D C	EDC ANNUAL CONTRIBUTION	48,653.63
44745	02/09/2026	Perm. Local Housing Alloc.	MADERA RESCUE MISSION, INC.	PLHA INVOICE 01/26	8,204.79
44746	02/09/2026	PD Operations	MADERA UNIFORM & ACCESSORIES	UNIFORM ACCESSORIES	477.12
44747	02/09/2026	Comm & Rec Centers	MAMMOTH OXYGEN	CO2 FOR POOL	111.60
44748	02/09/2026	AIRPORT OPS	PACIFIC GAS & ELECTRIC	01/26 SERVICE 8126770647-1	85.40
44748	02/09/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	01/26 SERVICE 3499945233-6	114.80
44748	02/09/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	01/26 SERVICE 3352588453-3	176.04
44748	02/09/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	01/26 SERVICE 7928098441-4	71.66
44748	02/09/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	01/26 SERVICE 5237156686-1	43.64
44748	02/09/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	01/26 SERVICE 43180897010-9	29.27
44748	02/09/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	01/26 SERVICE 2630414116-6	89.41
44748	02/09/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	01/26 SERVICE 1013877191-9	81.52
44748	02/09/2026	Fire	PACIFIC GAS & ELECTRIC	01/26 SERVICE 2173157566-4	3,080.58
44748	02/09/2026	Parks	PACIFIC GAS & ELECTRIC	01/26 SERVICE 8788837242-9	10.52
44749	02/09/2026	Finance	PHOENIX GROUP INFO SYS	CITATIONS 12/25	378.69
44749	02/09/2026	Parking Dist Operation	PHOENIX GROUP INFO SYS	CITATIONS 12/25	98.13
44750	02/09/2026	Water Capital Outlay	PROVOST & PRITCHARD CONSULTING	DESIGN SERVICES FOR W-000009	182.00
44750	02/09/2026	Sewer Capital Outlay	PROVOST & PRITCHARD CONSULTING	PROFESSIONAL ENGINEERING SVS	483.00
44751	02/09/2026	Fleet Maintenance	ROCKWELL ENG. & EQ. CO.,INC.	PUMP REPLACEMENT CONTROL PANEL #5503	5,829.89
44752	02/09/2026	Sewer Capital Outlay	STANTEC CONSULTING SERVICES INC.	PROFESSIONAL ENGINEERING SVS	44,899.50
44753	02/09/2026	Water Capital Outlay	STEVE DOVALI CONSTRUCTION	W-GW-001 MUNICIPAL WATER WELL 37	86,702.70
44754	02/09/2026	Comm & Rec Centers	TK ELEVATOR CORPORATION	YC ELEVATOR MAINTENANCE	367.59
44755	02/09/2026	PD Operations	TRANSUNION RISK & ALTERNATIVE DATA SOL.	DATABASE ACCESS 01/26	252.55
44756	02/09/2026	INTERMODAL BLDG	VILLA GARDENING SERVICE INC	LAWN SERVICES 01/26	600.00
44757	02/09/2026	Animal Control	ASSET FORFEITURE/OTHER PD	REIMBURSEMENT - DOG LICENSE	50.00
44758	02/09/2026	WATER CONSERV	OTP- REBATES	TURF REBATE - 10001205-558666	912.00
44759	02/09/2026	WATER CONSERV	OTP- REBATES	TURF REBATE - 9922824-511891	3,000.00
44760	02/09/2026	WATER CONSERV	OTP- REBATES	TURF REBATE - 10000107-505894	3,000.00
44761	02/09/2026	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PAVILION	50.00
44762	02/09/2026	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC FIELD	50.00

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44763	02/09/2026	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - MCNALLY BASKETBALL COURT	50.00
44764	02/19/2026	PD Operations	VASQUEZ, RYAN	PER DIEM - POLICE K9 CONFERENCE	322.50
44765	02/19/2026	WWTP	TERRAFORM POWER, LLC.	SOLAR ELECTRIC UTILITIES 01/26	16,953.40
44766	02/19/2026	AIRPORT OPS	DANIEL GONZALES	FIRE EXTINGUISHER SVS - AIRPORT	41.53
44766	02/19/2026	Aquatics Programs	DANIEL GONZALES	FIRE EXTINGUISHER SVS - PARKS POOL	76.68
44766	02/19/2026	Central Admin	DANIEL GONZALES	FIRE EXTINGUISHER SVS - CITY HALL	431.01
44766	02/19/2026	Comm & Rec Centers	DANIEL GONZALES	FIRE EXTINGUISHER SVS - JWYC	63.00
44766	02/19/2026	Comm & Rec Centers	DANIEL GONZALES	FIRE EXTINGUISHER SVS - PANAM	61.50
44766	02/19/2026	Comm & Rec Centers	DANIEL GONZALES	FIRE EXTINGUISHER SVS - FBSC	138.83
44766	02/19/2026	Comm & Rec Centers	DANIEL GONZALES	FIRE EXTINGUISHER SVS - PARKS SENIOR KITCHEN	150.36
44766	02/19/2026	Engineering	DANIEL GONZALES	FIRE EXTINGUISHER SVS - ENG	56.25
44766	02/19/2026	Facilities Maintenance	DANIEL GONZALES	FIRE EXTINGUISHER SVS - FACILITIES	57.53
44766	02/19/2026	Fire	DANIEL GONZALES	FIRE EXTINGUISHER SVS - FIRE #57	43.94
44766	02/19/2026	Fire	DANIEL GONZALES	FIRE EXTINGUISHER SVS - FIRE #58	40.70
44766	02/19/2026	STREETS	DANIEL GONZALES	FIRE EXTINGUISHER SVS - STREETS	100.00
44766	02/19/2026	STREETS	DANIEL GONZALES	FIRE EXTINGUISHER SVS - PW YARD	151.80
44766	02/19/2026	Sewer Mtnc/Operations	DANIEL GONZALES	FIRE EXTINGUISHER SVS - PW	78.28
44766	02/19/2026	Water Mtnc/Operations	DANIEL GONZALES	FIRE EXTINGUISHER SVS - WATER WELL SITES	140.00
44766	02/19/2026	Water Mtnc/Operations	DANIEL GONZALES	FIRE EXTINGUISHER SVS - WATER	75.00
44766	02/19/2026	Water Mtnc/Operations	DANIEL GONZALES	FIRE EXTINGUISHER SVS - PW SHOP	162.30
44766	02/19/2026	WWTP	DANIEL GONZALES	FIRE EXTINGUISHER SVS - SEWER	75.00
44766	02/19/2026	WWTP	DANIEL GONZALES	FIRE EXTINGUISHER SVS - WWTP	406.13
44766	02/19/2026	PD Operations	DANIEL GONZALES	FIRE EXTINGUISHER SVS - PD	155.53
44767	02/19/2026	Comm & Rec Centers	DANIEL GONZALES	FIRE EXTINGUISHER SVS - PARKS YOUTH HUT	30.53
44767	02/19/2026	COMPUTER MAINT	DANIEL GONZALES	FIRE EXTINGUISHER SVS - IT	25.00
44767	02/19/2026	INTERMODAL BLDG	DANIEL GONZALES	FIRE EXTINGUISHER SVS - TRANSIT	40.50
44768	02/19/2026	STREETS	THE PAPE GROUP INC	#346 HYD CYLINDER	3,172.07
44769	02/19/2026	SB1-State of Good Repair	DAVID J. BOYLE	CANOPY - TRANSIT	16,800.00
44770	02/19/2026	MEAS K - PD	BIANCHI, BRANDON	PER DIEM - ARMORER COURSE	277.50
44771	02/19/2026	Planning	LOPEZ, RAMON	PER DIEM - 2026 PLANNING COMISSION ACADEMY	525.70
44772	02/19/2026	PD Operations	JEREMY TRINH	PER DIEM - POLICE K9 CONFERENCE	322.50
44773	02/19/2026	TRANS - FIXED	FLEXLYNQS, LLC	MICRO TRANSIT FEASIBILITY STUDY	25,268.06
44773	02/19/2026	TRANS - DAR	FLEXLYNQS, LLC	MICRO TRANSIT FEASIBILITY STUDY	25,268.05
44774	02/19/2026	Computer Replacement	INSIGHTFUL.IO INC	COMPUTER SOFTWARE	18,720.00
44775	02/19/2026	City Council	LEAGUE OF CALIFORNIA CITIES	2026 CAL CITIES MEMBERSHIP DUES	586.95
44776	02/19/2026	Computer Replacement	MOTOROLA SOLUTIONS INC.	TELECOMMUNICATION IMPLEMENTATION	31,617.32

**CITY OF MADERA**  
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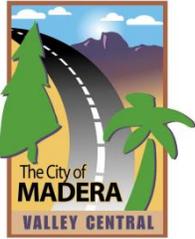
CHECK	PAY DATE	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
44777	02/19/2026	Water Capital Outlay	STEVE DOVALI CONSTRUCTION	W-GW-001 MUNICIPAL WATER WELL 37	78,967.51
44778	02/19/2026	Special Legislative Grant	TOSTED ASPHALT, INC.	LTC TRAIL IMPROVEMENTS	132,162.70
44779	02/19/2026	MEAS K - PD	OTP - FINANCE	PER DIEM - ARMORER COURSE	277.50
44780	02/19/2026	PD Operations	OTP - FINANCE	PER DIEM - BASIC SWAT ACADEMY	494.50
44781	02/19/2026	PD Operations	OTP - FINANCE	PER DIEM - BASIC SWAT ACADEMY	494.50
44782	02/19/2026	Planning	OTP - FINANCE	PER DIEM - 2026 PLANNING COMMISSION ACADEMY	525.70
44783	02/19/2026	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9908646	319.09
44784	02/19/2026	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9912850	234.38
44785	02/19/2026	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9916276	44.99
44786	02/19/2026	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9893611	392.17
44787	02/19/2026	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 8284001	108.50
44788	02/19/2026	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9923490	76.50
44789	02/19/2026	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9920101	97.85
44790	02/19/2026	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9897492	114.23
44791	02/19/2026	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9925464	340.41
44792	02/19/2026	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9923984	114.73
44793	02/19/2026	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9900265	142.66
44794	02/19/2026	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9923158	84.51
44795	02/19/2026	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9922430	123.51
44796	02/19/2026	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9924039	133.64
44797	02/19/2026	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9926096	127.14
44798	02/19/2026	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9920246	108.38
44799	02/19/2026	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9894432	281.88
44800	02/19/2026	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9901410	64.23
44801	02/19/2026	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9920347	267.82
44802	02/19/2026	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9893396	153.03
44803	02/19/2026	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9904206	107.05
44804	02/19/2026	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9913525	277.09
44805	02/19/2026	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9925949	177.89
44806	02/19/2026	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9913896	217.27
44807	02/19/2026	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9926155	69.19
44808	02/19/2026	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9922530	355.89
44809	02/19/2026	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9917368	125.16
44810	02/19/2026	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9921487	289.10
44811	02/19/2026	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9893132	309.53
44812	02/19/2026	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9919306	146.90

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44813	02/19/2026	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9924922	160.94
44814	02/19/2026	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9903811	122.41
44815	02/19/2026	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9922661	244.05
44816	02/19/2026	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9916675	145.32
908	01/30/2026	SOLID WASTE	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL SVS 10/25	669,309.89
909	01/27/2026	PAYROLL TRUST	NAVIA BENEFIT SOLUTIONS INC	FSA SECTION 125 DISBURSEMENT 01/27/26	738.62

**BANK #1 - US BANK GENERAL ACCOUNT TOTAL**

**\$ 3,620,179.32**



## REPORT TO CITY COUNCIL

**Approved by:**

Wendy Silva  
Wendy Silva, Director of Human Resources

Arnoldo Rodriguez  
Arnoldo Rodriguez, City Manager

**Council Meeting of:** March 4, 2026

**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 an informational update on employment matters, including new hires, transfers, and terminations. This report represents activity since the prior report submitted on the February 4, 2026, City Council agenda.

**DISCUSSION:**

The Civil Service Commission (Commission) met on February 3, 2026, and approved eligibility lists for the following classifications.

- Police Officer II
- Police Officer I
- Police Officer Trainee
- Records Clerk

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

<b>Table 1: New Hires and Re-hires</b>				
<i>Name</i>	<i>Position</i>	<i>Department</i>	<i>Status*</i>	<i>Effective Date</i>
Katherine Herrera	Accounting Technician II	Finance	FT	2/17/26
Monica Estrada	Program Leader I	Parks & Community Services	PT	2/23/26

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

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

<b>Table 2: Promotions, Transfers, or Assignment Changes</b>			
<i>Name</i>	<i>Old Position</i>	<i>New Position</i>	<i>Effective Date</i>
Jose Navarro	Parks Worker I	Parks Worker II	8/26/25
Brandon Bianchi	Police Officer II	Police Corporal	1/31/26
Kayla Bianchi	Police Sergeant (out-of-class assignment)	Police Corporal	2/13/26
Jeremy Smith	Police Corporal	Police Sergeant (out-of-class assignment)	2/13/26

The following employees separated from employment since our last report.

<b>Table 3: Separations</b>				
<i>Name</i>	<i>Position</i>	<i>Department</i>	<i>Status*</i>	<i>Effective Date</i>
Jessica Perez-Tynes	Program Leader II	Parks & Community Services	PT	9/24/25
Marisol Alvarez	Lifeguard/Swim Instructor	Parks & Community Services	PT	12/23/25
Mischa Lutz	Program Leader I	Parks & Community Services	PT	1/6/26
Araceli Alvarez-Cruz	Accounting Technician II	Finance – Utility Billing	FT	1/30/26
Lynn Hollier	Water System Lead Worker	Public Works	FT	1/31/26
Jaron McAlister	Police Corporal	Police	FT	1/31/26
Bradley Arnold	Police Officer II	Police	FT	2/8/26
Liliana Camacho	Program Manager – Grants	Finance	FT	2/13/26
Daniel Arellano	Park Aide	Parks & Community Services	PT	2/12/26
Lisette Ramos	Public Safety Dispatcher	Police	FT	2/20/26

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

### **FINANCIAL IMPACT:**

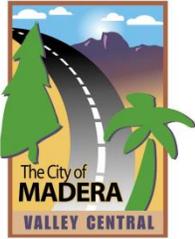
Funding for positions and employees to fill those positions is contemplated annually by the Council in the budget process. During the course of any given fiscal year, individual employees filling specific positions may change due to a number of various circumstances. All hiring and termination decisions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

**ALTERNATIVES:**

This report is for informational purposes only.

**ATTACHMENTS:**

None



## REPORT TO CITY COUNCIL

**Approved by:**

Wendy Silva  
Wendy Silva, Director of Human Resources

Arnoldo Rodriguez  
Arnoldo Rodriguez, City Manager

**Council Meeting of:** March 4, 2026

**Agenda Number:** B-4

**SUBJECT:**

Temporary authority for the City Manager to offer higher than C-step for certain classifications

**RECOMMENDATION:**

Adopt a Resolution providing the City Manager temporary authority to offer candidates considered for Public Safety Dispatcher and Police Officer positions higher than C-step on the assigned salary range for the classifications

**SUMMARY:**

The City of Madera has Personnel Rules and Regulations that provide the framework for administration of the City's Civil Service System, including hiring of employees and assignment to the City's salary schedule. Specifically, Rule XII. Salary and Merit Increases, Section 2. Assigned to Salary Schedule, states:

*Each position in the City's Classified Service shall be assigned a range number in accordance with the normal initial compensation and salary steps of such classification of employment as shown in the salary schedule.*

*(a) The first step of the salary schedule of the particular job classification shall apply to employees upon original appointment. However, the City Administrator [Manager] may appoint at any step up to and including the third step, if it is found not practical or possible to recruit qualified personnel at the first step or if the employee's background merits it.*

The requested action is to provide the City Manager temporary authority for a period not to exceed twelve (12) months to offer candidates for Public Safety Dispatcher and Police Officer positions higher than C-step (third step) on the six (6) step salary range for the position if their education and experience support starting at a higher step.

**DISCUSSION:**

The City' adopted budget includes eleven (11) full-time Public Safety Dispatcher positions and fifty-eight (58) full-time Police Officer positions. Of those, there are currently four (4) vacant Public Safety Dispatcher positions and ten (10) vacant Police Officer positions. The City's Personnel Rules and Regulations provide that the City Manager has authority to offer up to the third step in the assigned salary range, or C-step. The City's salary ranges have a total of six (6) steps, labeled as steps A through F. The requested action would provide the City Manager with temporary authority to offer candidates for Public Safety Dispatcher and Police Officer positions up to F-step, depending on the applicant's qualifications, to assist in securing acceptance of job offers made by the City.

**FINANCIAL IMPACT:**

All positions being considered are included in the adopted budget for the current fiscal year. Actual expenditures will be determined by specific step placement within the adopted salary range for the position once hired. Based on current year salary savings from the vacancies, there is no need for a budget amendment should a candidate be hired at a higher step than anticipated when the budget was developed.

**ALTERNATIVES:**

Council could direct staff to explore additional compensation elements for attracting qualified employees.

**ATTACHMENTS:**

1. Resolution

Resolution No. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA  
PROVIDING THE CITY MANAGER TEMPORARY AUTHORITY TO OFFER PUBLIC SAFETY  
DISPATCHER AND POLICE OFFICER CANDIDATES HIGHER THAN C-STEP ON THE ASSIGNED  
SALARY RANGE**

**WHEREAS**, the City of Madera (the “City”) has an adopted set of Personnel Rules and Regulations; and

**WHEREAS**, said Rules and Regulations provide that the City Manager may appoint new hires up to the third step (Step-C) of the assigned salary range for the job classification they are being hired to; and

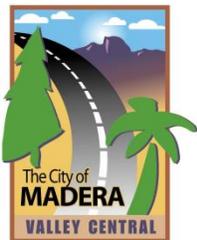
**WHEREAS**, the City is in critical need of qualified staff in public safety positions; and

**WHEREAS**, upon analysis of prior work experience and qualifications, it may be prudent to offer applicants for the positions of Public Safety Dispatcher and Police Officer higher then C-Step in order to secure their acceptance of employment with the City of Madera.

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

1. The above recitals are true and correct.
2. For a period of twelve (12) months beginning March 4, 2026, the City Manager is authorized to offer a salary step higher than C Step to qualified applicants for the positions of Public Safety Dispatcher and Police Officer upon analysis of work experience and qualifications.
3. This authorization will terminate after twelve (12) months or as otherwise directed by the City Council.
4. This resolution is effective immediately upon adoption.

\* \* \* \* \*



## REPORT TO CITY COUNCIL

**Approved by:**

Wendy Silva  
Wendy Silva, Director of Human Resources

Arnoldo Rodriguez  
Arnoldo Rodriguez, City Manager

**Council Meeting of:** March 4, 2026

**Agenda Number:** B-5

**SUBJECT:**

Designation of Applicant's Agents for federal disaster assistance and grant assistance

**RECOMMENDATION:**

Adopt a resolution designating the City Manager, Director of Financial Services, Director of Human Resources, and Administrative Analyst (Human Resources) to act as Applicant's Agents on behalf of the City of Madera with the Federal Emergency Management Agency and California Governor's Office of Emergency Services for a period of three years beginning April 5, 2026

**SUMMARY:**

The Federal Emergency Management Agency (FEMA) and California Governor's Office of Emergency Services (CalOES) require designated Authorized Agents (AAs) to sign Requests for Public Assistance (RPAs) and related documents when requesting assistance as a result of a federally declared disaster or grants for hazard mitigation assistance. The requested action will reaffirm the existing four (4) AAs to act on behalf of the City of Madera to ensure the City is able to timely file any necessary paperwork for disaster assistance or mitigation grants: the City Manager, Director of Financial Services, Director of Human Resources, and Administrative Analyst in the Human Resources Department.

**DISCUSSION:**

In the event the City experiences a disaster that is covered under a federal disaster declaration, the City can request federal assistance for certain covered categories. Additionally, the City can seek grant funding to mitigate known hazards. The federal funding passes through CalOES to public agencies within the State of California, such as the City of Madera. The designation of AAs can either occur by naming specific individuals within the organization or by job titles. Additionally, AAs can be designated to cover one specified incident or as universal, meaning the designation will cover all open and future disasters for up to three (3) years from the resolution effective date.

Effective April 5, 2023, the City Manager, Director of Financial Services, Director of Human Resources, and Administrative Analyst in the Human Resources Department were designated as AAs to act on behalf of the City. That designation will expire April 2026. Staff recommends continuing to designate the same positions by job title and selecting the universal resolution option as this is more operationally efficient. The requested action will renew the existing AAs authority to act on behalf of the City for current and future disasters, and mitigation funding opportunities, for three (3) years beginning April 5, 2026.

**FINANCIAL IMPACT:**

The recommended action does not have any direct financial impact, but approval of the recommended action would enable the City to seek emergency reimbursement funds as well as mitigation grant funds from the State and Federal government.

**ALTERNATIVES:**

Council can direct staff to choose different positions to be AAs or to use individual names instead of job titles. Council could also direct staff to adopt a resolution that would only be effective for a single incident, rather than a universal resolution.

**ATTACHMENTS:**

1. Resolution

RESOLUTION NO. \_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,  
CALIFORNIA, DESIGNATING APPLICANT'S AGENTS TO ACT ON BEHALF  
OF THE CITY OF MADERA WITH THE FEDERAL EMERGENCY  
MANAGEMENT AGENCY AND CALIFORNIA GOVERNOR'S OFFICE OF  
EMERGENCY SERVICES**

**WHEREAS**, the City of Madera (City) is eligible to participate in certain state and/or federally funded grant programs, including reimbursement grants for certain emergency expenses because of a declared disaster; and

**WHEREAS**, the City's current designation of Applicant's Agent on file with the California Governor's Office of Emergency Services (CalOES) will expire April 4, 2026; and

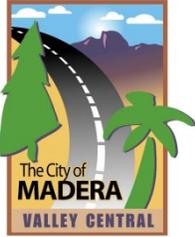
**WHEREAS**, the City would like to re-designate the City Manager, Director of Financial Services, Director of Human Resources, and Administrative Analyst (Human Resources) as Applicant's Agents so they can make a Request for Public Assistance with both the federal and state government.

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

1. The above recitals are true and correct.
2. Effective April 5, 2026, the City Manager, Director of Financial Services, Director of Human Resources, and Administrative Analyst (Human Resources) are hereby designated as Applicant's Agents and authorized to execute for and on behalf of the City of Madera, a public entity established under the laws of the State of California, applications to be filed with the Federal Emergency Management Agency and California Governor's Office of Emergency Services for the purpose of obtaining federal and or state financial assistance for any existing or future grant program, including, but not limited to any of the following:
  - a. Federally declared Disaster (DR), Fire Mitigation Assistance Grant (FMAG), California State Only Disaster (CDAA), Immediate Services Program (ISP), Hazard Mitigation Grant Program (HMGP), Building Resilient Infrastructure and Communities (BRIC), Legislative Pre-Disaster Mitigation Program (LPDM), under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act; and

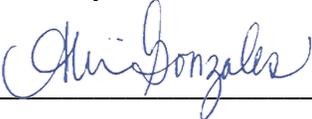
- b. Flood Mitigation Assistance Program (FMA), under Section 1366 of the National Flood Insurance Act of 1968; and
  - c. National Earthquake Hazards Reduction Program (NEHRP) 42 U.S. Code 7704 (b)(2) (A) (ix) and 42 U.S. Code 7704 (b) (2) (B) National Earthquake Hazards Reduction Program, and also The Consolidated Appropriations Act, 2018, Div. F, Department of Homeland Security Appropriations Act, 2018, Pub. L. No. 115-141; and
  - d. California Early Earthquake Warning (CEEW) under CA Gov Code – Gov, Title 2, Div. 1, Chapter 7, Article 5, Sections 8587.8, 8587.11, 8587.12.
3. The City, a public entity established under the laws of the State of California, hereby authorizes its Agents to provide to the Federal Emergency Management Agency for all matters pertaining to such federal disaster assistance the assurances and agreements required.
  4. The City, a public entity established under the laws of the State of California, hereby authorizes its Agents to provide to the Governor’s Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.
  5. This is a universal resolution to remain in effect for all open and future disasters/grants declared up to three (3) years following the April 5, 2026, effective date.
  6. The resolution is effective immediately upon adoption.

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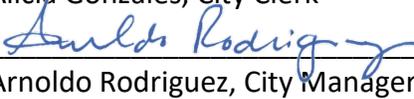


## REPORT TO CITY COUNCIL

**Approved by:**

  
\_\_\_\_\_

Alicia Gonzales, City Clerk

  
\_\_\_\_\_

Arnoldo Rodriguez, City Manager

**Council Meeting of:** March 4, 2026

**Agenda Number:**     B-6    

**SUBJECT:**

Certificate of Recognition Honoring State Senator Anna Caballero

**RECOMMENDATION:**

Adopt a Minute Order approving a Certificate of Recognition honoring State Senator Anna Caballero for her efforts in securing \$500,000 in funding for improvements at Town & Country Park

**SUMMARY:**

On August 2, 2023, the City Council adopted a policy governing the issuance of ceremonial documents, including certificates of recognition. The policy ensures a transparent and systematic process, requiring requests to be submitted in writing at least 45 days prior to the requested presentation date.

In this context, the City's Parks & Community Services Department submitted a written request on February 19, 2026, for a Certificate of Recognition honoring Senator Anna Caballero for her efforts in securing funding for improvements at Town & Country Park.

In 2023, it was announced that the office of Senator Anna Caballero helped secure \$500,000 in funding for improvements at Lions Town & Country Park. This funding represents a significant investment in one of the City of Madera's most utilized community parks.

Senator Caballero's critical funding support made enhancements to the Lions Town & Country Park trail system possible. The \$500,000 allocation, administered by the California Department of Parks & Recreation, supports improvements that enhance the park's infrastructure and

usability. The funding will be used for additional improvements to further strengthen the park's amenities and community value.

The enhanced trail system allows the City of Madera to expand recreational opportunities, promote active lifestyles, and improve accessibility within one of Madera's most visited community parks. This investment contributes to the overall quality of life for Madera residents and visitors alike.

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:**

If approved by a majority vote, staff will prepare the Certificate of Recognition for presentation at the Town & Country Park Trail Ribbon Cutting event on March 21<sup>st</sup>. 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 Certificate of Recognition: If the majority vote is not in the affirmative or no action is taken, the request will be considered denied.

**ATTACHMENTS:**

1. Letter requesting Certificate of Recognition Honoring State Senator Anna Caballero

**From:** [Gabriela Salazar](#)  
**To:** [Alicia Gonzales](#)  
**Cc:** [Joseph Hebert](#)  
**Subject:** RE: LTC Trail Celebration Event Flyer - 03/21/26  
**Date:** Thursday, February 19, 2026 4:40:44 PM  
**Attachments:** [image001.png](#)

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Hi Alicia,

Thank you for the guidance on this. The certificates for Soria and Caballero would be identical as far as the language. I added my responses in red below for each. If you think anything needs to be fine-tuned, revised, etc., please let me know.

***For Senator Caballero:***

- Date when the act or accomplishment occurred
  - In 2023, it was announced that Senator Anna Caballero's office had helped secure \$500,000 in funding towards improvements at Lions Town & Country Park.
- Name of the individual or organization to whom the certificate will be addressed
  - Senator Anna Caballero
- Purpose or reason for the certificate
  - Senator Anna Caballero helped secure \$500,000 for the City of Madera towards improvements at Lions Town & Country Park.
- Three to five descriptive statements about the event or organization being recognized
  - Senator Anna Caballero's critical funding support of \$500,000 made the improvements to the Lions Town & Country Park trail system possible.
  - Funds are administered by the California Department of Parks & Recreation.
  - Funds will be used for additional improvements at the park.
- Explanation of the recognition's local significance
  - The enhanced trail system allows the City of Madera to expand its recreational opportunities, promote active lifestyles, and improve accessibility within one of Madera's most visited community parks.
- If applicable, the date of the event where the certificate will be awarded or the preferred Council meeting date
  - Certificate will be presented on Saturday, March 21, 2026

***For Assemblywoman Soria:***

- Date when the act or accomplishment occurred
  - In 2023, it was announced that Assemblywoman Esmeralda Soria's office had helped secure \$1,100,000 in funding towards improvements at Lions Town & Country Park.
- Name of the individual or organization to whom the certificate will be addressed
  - Assemblywoman Esmeralda Soria

- Purpose or reason for the certificate
  - Assemblywoman Esmeralda Soria helped secure \$1,100,000 for the City of Madera towards improvements at Lions Town & Country Park.
- Three to five descriptive statements about the event or organization being recognized
  - Assemblywoman Esmeralda Soria's critical funding support of \$1,100,000 made the improvements to the Lions Town & Country Park trail system possible.
  - Funds are administered by the California Natural Resources Agency.
  - Funds will be used for additional improvements at the park.
- Explanation of the recognition's local significance
  - The enhanced trail system allows the City of Madera to expand its recreational opportunities, promote active lifestyles, and improve accessibility within one of Madera's most visited community parks.
- If applicable, the date of the event where the certificate will be awarded or the preferred Council meeting date
  - Certificate will be presented on Saturday, March 21, 2026

***For Tosted Asphalt, Inc.:***

- Name of the individual or organization to whom the certificate will be addressed
  - Tosted Asphalt, Inc.
- Purpose or reason for the certificate
  - Tosted Asphalt, Inc. was awarded Invitation for Bid 202425-23 for the Lions Town & Country Park Trail Improvements project.
  - Tosted Asphalt, Inc. was the lowest, responsible, and responsive bidder.
  - Resolution No.25-148 awarded a Construction Services Agreement to Tosted Asphalt, Inc.
- Three to five descriptive statements about the event or organization being recognized
  - Tosted Asphalt, Inc. began construction on the Lions Town & Country Park Trail Improvements project on September 29, 2025.
  - Since then, the trail has been significantly improved, with over 63,746 square feet of previously existing path removed, and approximately 69,534 square feet of newly paved asphalt installed.
  - Tosted Asphalt, Inc. has also completed approximately 11,265 linear feet of asphalt edging and completed striping of the trail.
- Explanation of the recognition's local significance
  - The enhanced trail system allows the City of Madera to expand its recreational opportunities, promote active lifestyles, and improve accessibility within one of Madera's most visited community parks.
- If applicable, the date of the event where the certificate will be awarded or the preferred

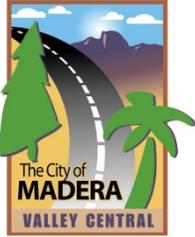
Council meeting date

- Certificate will be presented on Saturday, March 21, 2026



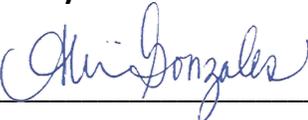
**Gabriela Salazar | Administrative Analyst**  
City of Madera | Parks & Community Services  
701 East 5<sup>th</sup> Street, Madera, CA 93638  
p. (559) 661.5492, c. (559) 613.4595  
[gsalazar@madera.gov](mailto:gsalazar@madera.gov)

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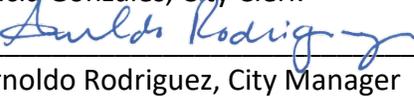


## REPORT TO CITY COUNCIL

**Approved by:**

  
\_\_\_\_\_

Alicia Gonzales, City Clerk

  
\_\_\_\_\_

Arnoldo Rodriguez, City Manager

**Council Meeting of:** March 4, 2026

**Agenda Number:**     B-7    

**SUBJECT:**

Certificate of Recognition Honoring Assemblywoman Esmeralda Soria

**RECOMMENDATION:**

Adopt a Minute Order approving a Certificate of Recognition honoring Assemblywoman Esmeralda Soria for her efforts in securing \$1,100,000 in funding for improvements at Town & Country Park

**SUMMARY:**

On August 2, 2023, the City Council adopted a policy governing the issuance of ceremonial documents, including certificates of recognition. The policy ensures a transparent and systematic process, requiring requests to be submitted in writing at least 45 days prior to the requested presentation date.

In this context, the City's Parks & Community Services Department submitted a written request on February 19, 2026, for a Certificate of Recognition honoring Assemblywoman Esmeralda Soria for her efforts in securing more than \$1 million in funding for improvements at Town & Country Park.

Assemblywoman Esmeralda Soria assisted the City of Madera in securing \$1,100,000 in state funding for improvements at Lions Town & Country Park. This significant investment has supported the enhancements to the park's trail system and related infrastructure, expanding recreational opportunities for the community.

Assemblywoman Soria's leadership and advocacy were instrumental in obtaining this funding, which is administered through the California Natural Resources Agency. The funding has allowed

the City to implement additional improvements at Lions Town & Country Park, further advancing the City's commitment to maintaining and enhancing public spaces for residents and visitors.

The proposed Certificate of Recognition acknowledges Assemblywoman Soria's efforts in securing these funds and her continued support of projects that benefit the City of Madera.

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:**

If approved by a majority vote, staff will prepare the Certificate of Recognition for presentation at the Town & Country Park Trail Ribbon Cutting event on March 21<sup>st</sup>. 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 Certificate of Recognition: If the majority vote is not in the affirmative or no action is taken, the request will be considered denied.

**ATTACHMENTS:**

1. Letter requesting Certificate of Recognition Honoring Assemblywoman Esmeralda Soria

**From:** [Gabriela Salazar](#)  
**To:** [Alicia Gonzales](#)  
**Cc:** [Joseph Hebert](#)  
**Subject:** RE: LTC Trail Celebration Event Flyer - 03/21/26  
**Date:** Thursday, February 19, 2026 4:40:44 PM  
**Attachments:** [image001.png](#)

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Hi Alicia,

Thank you for the guidance on this. The certificates for Soria and Caballero would be identical as far as the language. I added my responses in red below for each. If you think anything needs to be fine-tuned, revised, etc., please let me know.

***For Senator Caballero:***

- Date when the act or accomplishment occurred
  - In 2023, it was announced that Senator Anna Caballero's office had helped secure \$500,000 in funding towards improvements at Lions Town & Country Park.
- Name of the individual or organization to whom the certificate will be addressed
  - Senator Anna Caballero
- Purpose or reason for the certificate
  - Senator Anna Caballero helped secure \$500,000 for the City of Madera towards improvements at Lions Town & Country Park.
- Three to five descriptive statements about the event or organization being recognized
  - Senator Anna Caballero's critical funding support of \$500,000 made the improvements to the Lions Town & Country Park trail system possible.
  - Funds are administered by the California Department of Parks & Recreation.
  - Funds will be used for additional improvements at the park.
- Explanation of the recognition's local significance
  - The enhanced trail system allows the City of Madera to expand its recreational opportunities, promote active lifestyles, and improve accessibility within one of Madera's most visited community parks.
- If applicable, the date of the event where the certificate will be awarded or the preferred Council meeting date
  - Certificate will be presented on Saturday, March 21, 2026

***For Assemblywoman Soria:***

- Date when the act or accomplishment occurred
  - In 2023, it was announced that Assemblywoman Esmeralda Soria's office had helped secure \$1,100,000 in funding towards improvements at Lions Town & Country Park.
- Name of the individual or organization to whom the certificate will be addressed
  - Assemblywoman Esmeralda Soria

- Purpose or reason for the certificate
  - Assemblywoman Esmeralda Soria helped secure \$1,100,000 for the City of Madera towards improvements at Lions Town & Country Park.
- Three to five descriptive statements about the event or organization being recognized
  - Assemblywoman Esmeralda Soria's critical funding support of \$1,100,000 made the improvements to the Lions Town & Country Park trail system possible.
  - Funds are administered by the California Natural Resources Agency.
  - Funds will be used for additional improvements at the park.
- Explanation of the recognition's local significance
  - The enhanced trail system allows the City of Madera to expand its recreational opportunities, promote active lifestyles, and improve accessibility within one of Madera's most visited community parks.
- If applicable, the date of the event where the certificate will be awarded or the preferred Council meeting date
  - Certificate will be presented on Saturday, March 21, 2026

***For Tosted Asphalt, Inc.:***

- Name of the individual or organization to whom the certificate will be addressed
  - Tosted Asphalt, Inc.
- Purpose or reason for the certificate
  - Tosted Asphalt, Inc. was awarded Invitation for Bid 202425-23 for the Lions Town & Country Park Trail Improvements project.
  - Tosted Asphalt, Inc. was the lowest, responsible, and responsive bidder.
  - Resolution No.25-148 awarded a Construction Services Agreement to Tosted Asphalt, Inc.
- Three to five descriptive statements about the event or organization being recognized
  - Tosted Asphalt, Inc. began construction on the Lions Town & Country Park Trail Improvements project on September 29, 2025.
  - Since then, the trail has been significantly improved, with over 63,746 square feet of previously existing path removed, and approximately 69,534 square feet of newly paved asphalt installed.
  - Tosted Asphalt, Inc. has also completed approximately 11,265 linear feet of asphalt edging and completed striping of the trail.
- Explanation of the recognition's local significance
  - The enhanced trail system allows the City of Madera to expand its recreational opportunities, promote active lifestyles, and improve accessibility within one of Madera's most visited community parks.
- If applicable, the date of the event where the certificate will be awarded or the preferred

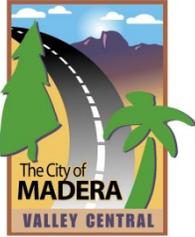
Council meeting date

- Certificate will be presented on Saturday, March 21, 2026



**Gabriela Salazar | Administrative Analyst**  
City of Madera | Parks & Community Services  
701 East 5<sup>th</sup> Street, Madera, CA 93638  
p. (559) 661.5492, c. (559) 613.4595  
[gsalazar@madera.gov](mailto:gsalazar@madera.gov)

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## REPORT TO CITY COUNCIL

**Approved by:**

Alicia Gonzales, City Clerk

Arnaldo Rodriguez, City Manager

**Council Meeting of:** March 4, 2026

**Agenda Number:** B-8

**SUBJECT:**

Certificate of Recognition Honoring Tosted Asphalt, Inc.

**RECOMMENDATION:**

Adopt a Minute Order approving a Certificate of Recognition honoring Tosted Asphalt, Inc. for improvements at Town & Country Park and completion of the Lions Town & Country Park Trail Improvements Project

**SUMMARY:**

On August 2, 2023, the City Council adopted a policy governing the issuance of ceremonial documents, including certificates of recognition. The policy ensures a transparent and systematic process, requiring requests to be submitted in writing at least 45 days prior to the requested presentation date.

In this context, the City's Parks & Community Services Department submitted a written request on February 19, 2026, for a Certificate of Recognition honoring Tosted Asphalt, Inc.

The City issued Invitation for Bid No. 202425-23 for the Lions Town & Country Park Trail Improvements Project. Following the competitive bidding process, Tosted Asphalt, Inc. was determined to be the lowest, responsible, and responsive bidder. The City Council subsequently awarded a Construction Services Agreement to Tosted Asphalt, Inc. for completion of the project.

Tosted Asphalt, Inc. began construction of the Lions Town & Country Park Trail Improvements Project on September 29, 2025. Since commencement, the contractor has made significant progress in revitalizing the park's trail system.

The project included the removal of approximately 63,746 square feet of deteriorated existing pathway and the installation of approximately 69,534 square feet of new asphalt paving. In addition, approximately 11,265 linear feet of asphalt edging was completed, along with final striping of the trail to enhance user safety and visibility.

Through these improvements, Tosted Asphalt, Inc. has contributed to the modernization and long-term durability of the park's infrastructure.

The enhanced trail system expands recreational opportunities for residents and visitors, promotes active and healthy lifestyles, and improves accessibility within one of Madera's most frequented community parks. These improvements represent a meaningful investment in the City's public spaces and overall quality of life.

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:**

If approved by a majority vote, staff will prepare the Certificate of Recognition for presentation at the Town & Country Park Trail Ribbon Cutting event on March 21<sup>st</sup>. 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 Certificate of Recognition: If the majority vote is not in the affirmative or no action is taken, the request will be considered denied.

#### **ATTACHMENTS:**

1. Letter requesting Certificate of Recognition Honoring Tosted Asphalt, Inc.

**From:** [Gabriela Salazar](#)  
**To:** [Alicia Gonzales](#)  
**Cc:** [Joseph Hebert](#)  
**Subject:** RE: LTC Trail Celebration Event Flyer - 03/21/26  
**Date:** Thursday, February 19, 2026 4:40:44 PM  
**Attachments:** [image001.png](#)

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Hi Alicia,

Thank you for the guidance on this. The certificates for Soria and Caballero would be identical as far as the language. I added my responses in red below for each. If you think anything needs to be fine-tuned, revised, etc., please let me know.

***For Senator Caballero:***

- Date when the act or accomplishment occurred
  - In 2023, it was announced that Senator Anna Caballero's office had helped secure \$500,000 in funding towards improvements at Lions Town & Country Park.
- Name of the individual or organization to whom the certificate will be addressed
  - Senator Anna Caballero
- Purpose or reason for the certificate
  - Senator Anna Caballero helped secure \$500,000 for the City of Madera towards improvements at Lions Town & Country Park.
- Three to five descriptive statements about the event or organization being recognized
  - Senator Anna Caballero's critical funding support of \$500,000 made the improvements to the Lions Town & Country Park trail system possible.
  - Funds are administered by the California Department of Parks & Recreation.
  - Funds will be used for additional improvements at the park.
- Explanation of the recognition's local significance
  - The enhanced trail system allows the City of Madera to expand its recreational opportunities, promote active lifestyles, and improve accessibility within one of Madera's most visited community parks.
- If applicable, the date of the event where the certificate will be awarded or the preferred Council meeting date
  - Certificate will be presented on Saturday, March 21, 2026

***For Assemblywoman Soria:***

- Date when the act or accomplishment occurred
  - In 2023, it was announced that Assemblywoman Esmeralda Soria's office had helped secure \$1,100,000 in funding towards improvements at Lions Town & Country Park.
- Name of the individual or organization to whom the certificate will be addressed
  - Assemblywoman Esmeralda Soria

- Purpose or reason for the certificate
  - Assemblywoman Esmeralda Soria helped secure \$1,100,000 for the City of Madera towards improvements at Lions Town & Country Park.
- Three to five descriptive statements about the event or organization being recognized
  - Assemblywoman Esmeralda Soria's critical funding support of \$1,100,000 made the improvements to the Lions Town & Country Park trail system possible.
  - Funds are administered by the California Natural Resources Agency.
  - Funds will be used for additional improvements at the park.
- Explanation of the recognition's local significance
  - The enhanced trail system allows the City of Madera to expand its recreational opportunities, promote active lifestyles, and improve accessibility within one of Madera's most visited community parks.
- If applicable, the date of the event where the certificate will be awarded or the preferred Council meeting date
  - Certificate will be presented on Saturday, March 21, 2026

***For Tosted Asphalt, Inc.:***

- Name of the individual or organization to whom the certificate will be addressed
  - Tosted Asphalt, Inc.
- Purpose or reason for the certificate
  - Tosted Asphalt, Inc. was awarded Invitation for Bid 202425-23 for the Lions Town & Country Park Trail Improvements project.
  - Tosted Asphalt, Inc. was the lowest, responsible, and responsive bidder.
  - Resolution No.25-148 awarded a Construction Services Agreement to Tosted Asphalt, Inc.
- Three to five descriptive statements about the event or organization being recognized
  - Tosted Asphalt, Inc. began construction on the Lions Town & Country Park Trail Improvements project on September 29, 2025.
  - Since then, the trail has been significantly improved, with over 63,746 square feet of previously existing path removed, and approximately 69,534 square feet of newly paved asphalt installed.
  - Tosted Asphalt, Inc. has also completed approximately 11,265 linear feet of asphalt edging and completed striping of the trail.
- Explanation of the recognition's local significance
  - The enhanced trail system allows the City of Madera to expand its recreational opportunities, promote active lifestyles, and improve accessibility within one of Madera's most visited community parks.
- If applicable, the date of the event where the certificate will be awarded or the preferred

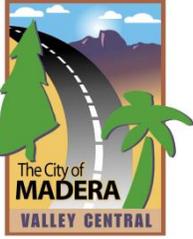
Council meeting date

- Certificate will be presented on Saturday, March 21, 2026



**Gabriela Salazar | Administrative Analyst**  
City of Madera | Parks & Community Services  
701 East 5<sup>th</sup> Street, Madera, CA 93638  
p. (559) 661.5492, c. (559) 613.4595  
[gsalazar@madera.gov](mailto:gsalazar@madera.gov)

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## REPORT TO CITY COUNCIL

**Approved by:**

  
\_\_\_\_\_  
Wendy Silva, Director of Human Resources

  
\_\_\_\_\_  
Arnaldo Rodriguez, City Manager

**Council Meeting of:** March 4, 2026

**Agenda Number:** B-9

**SUBJECT:**

Event Exhibitor Guidelines, Release, and Indemnification Agreement with Clovis Community College

**RECOMMENDATION:**

Adopt a resolution authorizing the City Manager to execute agreements for the City's participation in Clovis Community College job fairs

**SUMMARY:**

The City of Madera (City) has been invited to participate in the Clovis Community College Spring Job Fair. Participants must execute an agreement for participation in the event. The requested action will authorize the City Manager to execute the agreement for the current job fair, as well as future events that require the same agreement form.

**DISCUSSION:**

City staff participate in job and recruitment fairs at various educational institutions. At this time, staff intends to participate in the Clovis Community College Spring Job Fair. This event requires execution of an Exhibitor Guidelines, Release, and Indemnification Agreement between the City and Clovis Community College. There is no fee for participation. The requested action will authorize the City Manager to execute the Agreement, as well as future agreements for similar no-fee events at Clovis Community College on the same agreement form.

**FINANCIAL IMPACT:**

The specific event does not have a fee for participation. Staff will be participating in recruitment outreach at the event during normal working hours.

**ALTERNATIVES:**

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

**ATTACHMENTS:**

1. Resolution
  - a. Exhibit A: Clovis Community College Exhibitor Guidelines, Release, and Indemnification Agreement

Resolution No. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA  
AUTHORIZING THE CITY MANAGER TO EXECUTE NO-FEE EXHIBITOR  
GUIDELINES, RELEASE, AND INDEMNIFICATION AGREEMENTS WITH  
CLOVIS COMMUNITY COLLEGE**

**WHEREAS**, the City of Madera (City) has a desire to participate in job fairs and similar recruiting events at Clovis Community College; and

**WHEREAS**, Clovis Community College requires the City to complete and submit an Exhibitor Guidelines, Release, and Indemnification Agreement to participate in these events; and

**WHEREAS**, to facilitate timely submission of Exhibitor Guidelines, Release, and Indemnification Agreements, the City desires to provide authority to the City Manager to execute the agreements on behalf of the City.

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

1. The above recitals are true and correct.
2. The City Manager is authorized to execute no-fee Exhibitor Guidelines, Release, and Indemnification Agreements with Clovis Community College on behalf of the City of Madera, a copy of which is attached hereto as Exhibit A and incorporated herein.
3. This resolution is effective immediately upon adoption.

\* \* \* \* \*



# EMPLOYERS, HEALTH FAIR AND NON-PROFIT PARTICIPANTS

## Event Exhibitor Guidelines, Release, and Indemnification Agreement

Clovis Community College reserves the right to judge the appropriateness of the display, products, services, and literature promoted by Exhibitor and to prohibit the sale or display of any product deemed inappropriate by Clovis Community College. Exhibitor agrees not to claim or represent, either orally or in writing, that any product or service exhibited at or during the Event is endorsed or approved by Clovis Community College. Once approved, Exhibitor will receive a map of the event and further instructions. Special requests may be considered, however, there is no guarantee that requests will be granted.

**BOOTH INFORMATION:** Each space will measure approximately 8 x 8 feet. Exhibitors assume all risk of theft and loss. Participants will be held liable in the event their display causes damage to the displays or work of other participants, event site, or property, or if any person is injured due to participant negligence.

- Agencies/businesses must provide their own equipment and supplies for their display area, excluding the table and 2 chairs, which are provided by Clovis Community College. If a generator is being used, it must be a "quiet type". No loud (loud will be determined by the coordinating committee) generators will be allowed.
- This is a family friendly event. NO DRUGS, TOBACCO/VAPE, GANG RELATED MATERIAL, EXPLICIT ITEMS, PORNOGRAPHIC MATERIALS or AEROSOL PRODUCTS of any kind may be sold or shown at any time during the set-up of, duration of, or taking down of the event.
- Electrical cords must be in good condition or new and not frayed, taped, spliced or daisy chained.
- Damage to buildings or grounds of the College will be paid for by the vendor in full as determined by the College.
- No alcohol beverages, smoking, vaping, or drugs are allowed in the booths or event area.
- Participants are to share information from their booth; NO roaming with advertising brochures/flyers or yelling will be permitted.
- **If your booth will have food or tangible items for sale, insurance and permits (where necessary) will be required. For guidance with food or sales, contact Administrative Services.**

**AUTOMOBILE INSURANCE:** Automobile insurance is required if a vehicle is approved to be on campus grounds. (Prior Authorization is required)

**SET UP:** Booth must be set up by \_\_\_\_\_ (time) on \_\_\_\_\_ (date)

**TAKE DOWN:** All participants agree to participate for the entire length of the event. Take down may NOT occur until after \_\_\_\_\_ (am/pm) on \_\_\_\_\_ (date).

**HOLD HARMLESS/LIABILITY RELEASE:** In consideration for participation, State Center Community College District/Clovis Community College shall not be liable for loss or damage to the property of the Exhibitor or their representatives or employees from theft, fire, accident, or any other cause.

Exhibitor agrees to indemnify and hold harmless State Center Community College District and its Board, Officers, employees, agents and volunteers against all liability, loss, damage, expense, costs (including without limitation attorney fees, costs and other fees of litigation) of every nature, including but not limited to any third party claim, arising out of any alleged negligent act or omission of the Exhibitor, its agents, officers, employees, representatives, invitees, patrons or guests. Exhibitor further agrees to hold State Center Community College District, its Board, Officers, employees, agents and volunteers free and harmless of and from any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of any alleged loss or damage of any and all exhibit materials supplied by Exhibitor.

I attest that I, my employees, staff, partners, or anyone representing me, or my business/organization carries appropriate workers compensation and liability insurance.

I agree that I, my employees, staff, partners, or anyone representing me or my business/organization or assisting within my designated booth space will cooperate with the event officials and other participants. Clovis Community College and the Administrative Services Department reserve the right to remove or exclude any participant whose conduct violates the purpose or policies of the event, and no refund will be given.

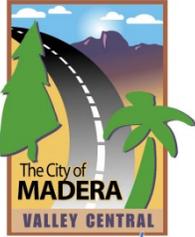
I HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS ABOVE AND AGREE TO ABIDE BY THEM.

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Representing (Business, agency, organization, or self): \_\_\_\_\_

Date: \_\_\_\_\_

*Clovis Community College complies with all federal and state regulations and does not discriminate based on race, color, national origin, gender, disability, sexual orientation, religion, or age. This holds true for all students who are interested in participating in educational programs and /or extracurricular school activities. Harassment of any employee/student regarding race, color, national origin, gender, disability, sexual orientation, religion, or age is strictly prohibited. Limited English speaking skills will not be a barrier at Clovis Community College to participating in Vocational Education programs, inquiries regarding compliance and/or grievance procedures may be directed to the college's Title IX Office and/or the Section 504/ADA Coordinator.*



## REPORT TO CITY COUNCIL

Approved by:

A handwritten signature in blue ink, appearing to read "Keith Helmuth".

Keith Helmuth, City Engineer

A handwritten signature in blue ink, appearing to read "Arnaldo Rodriguez".

Arnaldo Rodriguez, City Manager

Council Meeting of: March 4, 2026

Agenda Number: B-10

### SUBJECT:

Caltrans Drainage Agreement 06-1833

### RECOMMENDATION:

Adopt a Resolution Approving Caltrans Drainage Agreement 06-1833 (Agreement)

### SUMMARY:

As part of the Sienna Estates Phase II Subdivision off-site improvements on SR 145 (Yosemite Avenue) (Project), Caltrans is seeking approval of an agreement associated with drainage improvements to be constructed within Yosemite Avenue (SR 145) right-of-way and accommodation of runoff associated with the roadway along the limits of the Project.

### DISCUSSION:

The Sienna Estates Tentative Subdivision Map No. TSM VIII-04-18 was originally approved on January 11, 2005 by the City's Planning Commission. It has been subject to a number of actions since that time that are not relevant to this action beyond the anticipation that the subdivision continues to progress to a point where it is anticipated that both phases will be in a position to continue development. It is anticipated that with the approval of this Agreement, Caltrans will be in a position to grant an encroachment permit to the developer that will allow for construction of off-site improvements.

The Agreement, currently depicted as a draft, used by Caltrans is a standard agreement that is intended to allow for a simplified process by which such agreements are reviewed and approved. This is the first such agreement that staff recalls for a private development. Staff has reviewed the Agreement and agrees with its provisions.

**FINANCIAL IMPACT:**

There will be no impact to the General Fund maintenance as the Agreement indicates Caltrans takes responsibility for drainage improvements within Caltrans right-of-way. The City would typically maintain drainage improvements within City owned streets. The City will maintain all other drainage improvements including an existing storm drainage basin outside of Caltrans right-of-way as is typically the fashion.

**ALTERNATIVES:**

Not sign the letter – This would likely result in Caltrans not approving of construction of Project off-site improvements.

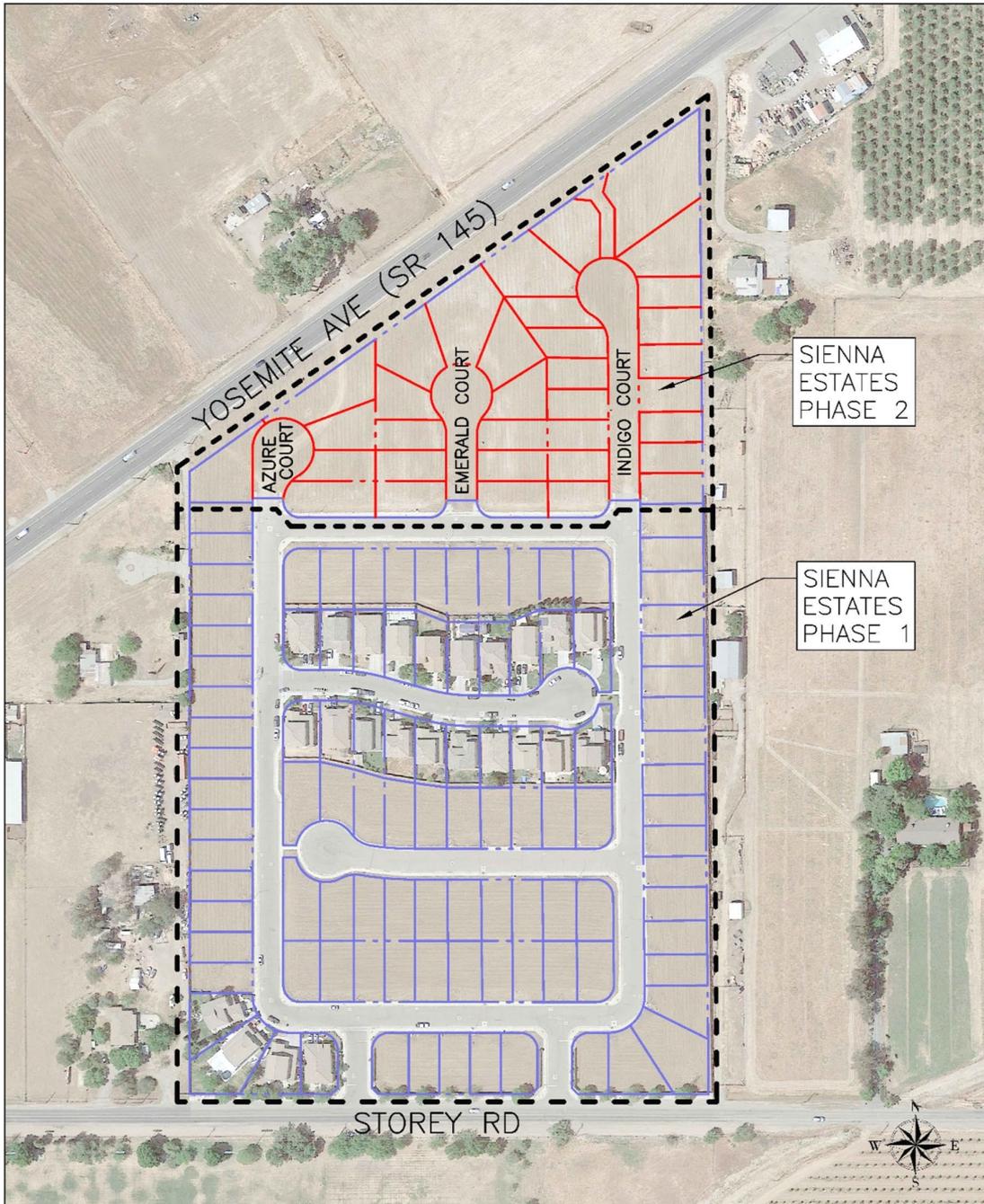
**ATTACHMENTS:**

1. Project Location Map
2. Resolution – Approval of Caltrans Drainage Agreement 06-1833  
Exhibit A – Caltrans Drainage Agreement 06-1833

**Attachment 1**

Project Location Map

# LOCATION MAP



**CITY OF MADERA**  
ENGINEERING DEPARTMENT  
428 E. YOSEMITE AVE  
MADERA, CA 93638

## SIENNA ESTATES

DR BY: EP  
CH BY: \_\_\_\_\_  
DATE: 11/01/23  
SCALE: NTS  
SHT 1 OF 1

**Attachment 2**

Resolution

**RESOLUTION NO. 26-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,  
APPROVING CALTRANS DRAINAGE AGREEMENT 06-1833**

**WHEREAS**, the City of Madera (City) and State of California Department of Transportation (Caltrans) agree that drainage improvements within Caltrans right-of-way are to be maintained by the Caltrans; and

**WHEREAS**, the City and Caltrans agree that drainage improvements, including a storm drainage basin outside of Caltrans right-of-way are to be maintained by the City; and

**WHEREAS**, the City and Caltrans agree that storm water runoff from Sienna Estates off-site improvements constructed within Yosemite Avenue (SR-145) shall be directed to a City owner storm drainage basin maintained by the City; and

**WHEREAS**, the City desires to enter into an agreement memorializing the foregoing.

**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. Drainage Agreement 06-1833 is approved and attached as "Exhibit A". The City Engineer is authorized to make any non-material changes to the final agreement on behalf of the City subject to approval as to legal form by the City Attorney. A copy of the Agreement shall be kept on file in the office of the City Clerk.
3. This resolution is effective immediately upon adoption.

\* \* \* \* \*

**Exhibit A**

Drainage Agreement 06-1833

## **Drainage Agreement**

This Agreement, executed on and effective from \_\_\_\_\_, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

City of Madera a body politic and municipal corporation or chartered city of the State of California, referred to hereinafter as CITY.

An individual signatory agency in this AGREEMENT is referred to as a PARTY. Collectively, the signatory agencies in this AGREEMENT are referred to as PARTIES.

### **RECITALS**

1. PARTIES are authorized to enter into a cooperative agreement for improvements to the State Highway System (SHS) within CITY jurisdiction, per the California Streets and Highways Code sections 114, 130, and 2101.
2. For the purpose of this AGREEMENT, install water main and construction of street improvements on State Route (SR) 145 from Storey Road to 0.6 miles west of Storey Road, will be referred to hereinafter as PROJECT.
3. CITY agrees to accept storm drainage runoff in perpetuity generated by PROJECT into an existing basin identified by the City of Madera Storm Drainage System Master Plan as "SI", located approximately 2 miles Northeast from City of Madera downtown, on the right side of East Yosemite Avenue (SR 145), postmile 11.821, referred to as BASIN, and are shown on Exhibit A, attached hereto and made a part of this AGREEMENT.
4. The capacity of BASIN is 260,811 cubic feet while the runoff calculation from the State Highway System is 12,112 cubic feet and the runoff calculation from Non-State Highway System is 228,156 cubic feet.
5. The term AGREEMENT, as used herein, includes this document and any attachments, exhibits, and amendments.

This AGREEMENT is separate from and does not modify or replace any other cooperative agreements or memorandum of understanding between the PARTIES regarding the PROJECT.

PARTIES intend this AGREEMENT to be their final expression that supersedes any oral understanding or writings pertaining to the storm drainage. The requirements of this

AGREEMENT will preside over any conflicting requirements in any documents that are made an express part of this AGREEMENT.

Except as otherwise provided in the AGREEMENT, PARTIES will execute a written amendment if there are any changes to the terms of this AGREEMENT.

6. PARTIES hereto intend to define herein the terms, covenants, and conditions of the AGREEMENT.

### **SECTION I**

#### **CITY AGREES:**

7. To allow CALTRANS, in perpetuity, to discharge storm water runoff resulting from construction of PROJECT into BASIN without any compensation.
8. Any future expansion or modification of BASIN will be the sole responsibility of CITY.
9. To release CALTRANS from any liability from the ownership, operation, and maintenance of BASIN and all drainage pipes outside of CALTRANS Right of Way.
10. CITY is responsible for ownership, operation, and maintenance of BASIN, including with regard to storm water runoff.

### **SECTION II**

#### **CALTRANS AGREES:**

11. To utilize BASIN to discharge storm water runoff resulting from construction of PROJECT in perpetuity without any compensation to CITY.
12. To maintain all drainage pipes that are within CALTRANS Right of Way.

### **SECTION III**

13. All obligations of CALTRANS under the terms of this Agreement are subject to the appropriation of resources by the Legislature, the State Budget Act authority, and the allocation of funds by the California Transportation Commission.
14. PARTIES do not intend this AGREEMENT to create a third-party beneficiary or define duties, obligations, or rights for entities in PARTIES not signatory to this AGREEMENT. PARTIES do not intend this AGREEMENT to affect their legal liability by imposing any

standard of care for fulfilling the obligations of this AGREEMENT different from the standards imposed by law.

15. Neither CALTRANS nor any of its officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CITY, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CITY under this AGREEMENT. It is understood and agreed that CITY, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CITY, its contractors, sub-contractors, and/or its agents under this AGREEMENT.
16. Neither CITY nor any of its officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless CITY and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

**SIGNATURES**

PARTIES are empowered by the law to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT.

This AGREEMENT may be executed and delivered in counterparts, and by each PARTY in a separate counterpart, each of which when so executed and delivered shall constitute an original and all of which taken together shall constitute one and the same instrument.

The PARTIES acknowledge that executed copies of this AGREEMENT may be exchanged by facsimile or email, and that such copies shall be deemed to be effective as originals.

**STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION**

**CITY OF MADERA**

By: \_\_\_\_\_  
Michael Navarro  
District Director

By: \_\_\_\_\_  
Cecelia K. Gallegos  
Mayor

**VERIFIED OF FUNDS & AUTHORITY:**

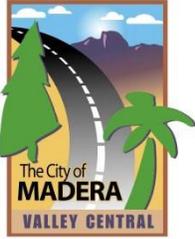
Attest: \_\_\_\_\_  
Alicia Gonzales  
City Clerk

By: \_\_\_\_\_  
Claudia Juarez  
District Budget Manager

By: \_\_\_\_\_  
Keith B. Helmuth, P.E.  
City Engineer

**APPROVED AS TO FORM & PROCEDURE:**

By: \_\_\_\_\_  
Shannon L. Chaffin  
City Attorney



## REPORT TO CITY COUNCIL

**Approved by:**



Keith Helmuth, Department Director



Arnaldo Rodriguez, City Manager

**Council Meeting of:** March 4, 2026

**Agenda Number:** B-11

**SUBJECT:**

Clinton Street Sewer and Water Main Project, City Project R-97

**RECOMMENDATION:**

Adopt a Minute Order Approving:

1. Acceptance of the Clinton Street Sewer and Water Main Project, City Project R-97
2. Recording of Notice of Completion
3. Release of retention 35 days after the recording of the Notice of Completion

**SUMMARY:**

On February 5, 2025, the City Council awarded a contract to United Pavement Maintenance, Inc. for Clinton Street Sewer and Water Main Project, City Project R-97 in the amount of \$767,246.75. The Contractor has completed the Project in accordance with the plans and specifications and as modified by approved change orders.

**BACKGROUND:**

This project consisted of installing new 8-inch and 10-inch water mains in Clinton Street between Tozer and Fig Streets. It also included the installation of cured-in-place pipe (CIPP) liners within existing sewer mains, including the modification of manholes in Clinton Street, between Vineyard Avenue and Malone Street, and Manzana Court to Elm Street.

A final project inspection was conducted by City staff pursuant to the construction drawings. All parties agree that the project can be recommended for acceptance by the Council and a "Notice of Completion" will be recorded.

Table 1 below provides a summary of the project contract costs. After excavating a portion of the existing water main, it was discovered that 540 lineal feet of water main between Lilly Street and Tozer did not need to be replaced. Five change orders were processed which are shown in the table below.

<b>Table 1: Final Project Cost Summary</b>		
<i>Change Order</i>	<i>Description</i>	<i>Total</i>
Original Contract		\$767,246.75
#1	Adding slurry backfill for protection of existing older water mains	\$9,686.55
#2	Costs associated with delays in getting existing water mains shut down	5,088.02
#3	Credit for trench excavation, pavement removal, shoring pavement patch, signage and pavement markings	\$17,640.00
#4	Credit for 540 lineal feet of 10-inch water main	\$81,540.00
#5	Credit for gate valves fittings, and valve covers not installed	\$8,150.00
<b>Total</b>		<b>\$674,691.32</b>

**FINANCIAL IMPACT:**

There is no fiscal impact to the City’s General Fund. The funding for the project was programmed in the FY 2024/2025 Capital Projects Budget using Community Development Block Grant (CDBG) B23MC060053 and Enterprise Funds. Because of the reduction in water main replacement, the total project costs were covered by CDBG funds. Unused Enterprise Funds will be released to fund other capital projects.

**ALTERNATIVES:**

As an alternative, the Council may reject the Project's Notice of Completion. Rejection of the Notice of Completion will result in staff’s inability to release retention funds and closing the Project.

**ATTACHMENTS:**

1. Notice of Completion
2. Location Map

**Attachment 1**

Notice of Completion

Recording Requested by:  
City of Madera

And When Recorded, Mail to:  
City of Madera – City Clerk  
205 W. 4<sup>th</sup> Street  
Madera, CA 93637

Space above this line for Recorder's Use \_\_\_\_\_  
Fee Waived per Section 27383 & 27388.1(a)(2)(D) of the Government Code – No Document Tax Due \$ -0-

### NOTICE OF COMPLETION

**NOTICE IS HEREBY GIVEN THAT:**

1. The undersigned is owner of the interest or estate stated below in the property hereinafter described.
2. The full name of the undersigned is City of Madera.
3. The full address of the undersigned is 205 W. 4<sup>th</sup> Street, Madera, CA 93637.
4. The nature of the title of the undersigned is: In fee Public Improvements  
(If other than fee, strike "In fee" and insert, for example, "purchaser under contract of purchase" or "lessee".)
5. The full name and full addresses of all persons, if any, who hold title with the undersigned as joint tenant or as tenants in common are:

<u>Name</u>	<u>Address</u>
<u>N/A</u>	<u></u>

6. A work of improvement on the property hereinafter described was completed on 04/25/2025
7. The name of the original contractor, if any, for such work of improvement was:  
(If no contractor for work of improvements as a whole, insert "none".)

United Pavement Maintenance, Inc

8. The full name(s) and address(es) of the transferor(s) of the undersigned is(are):

<u>Name</u>	<u>Address</u>
<u>N/A</u>	<u></u>

9. The property on which said work of improvement was completed is in the City of Madera, County of Madera, State of California, and is described as follows:

Clinton Street between Vinyard Avenue and Malone Street, and Fig Avenue and Percy St.

10. The **street address** of said property is N/A  
(If no street address has been officially assigned, insert "none".)

(Signature of Owner named in Paragraph 2)  
CITY OF MADERA

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Keith Brent Helmuth, P.E.  
City Engineer

**State of California  
County of Madera**

Keith Brent Helmuth, being duly sworn says: He is the City Engineer of the City of Madera, the corporation that executed the foregoing notice as owner of the aforesaid interest or estate in the property therein described; that he makes this verification on behalf of said corporation; that he has read said notice and knows the contents thereof, and that the facts herein stated are true.

**(Signature of Officer)**

\_\_\_\_\_  
Keith Brent Helmuth, P.E.  
City Engineer

The notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached and not the truthfulness, accuracy or validity of that document.

**State of California  
County of Madera**

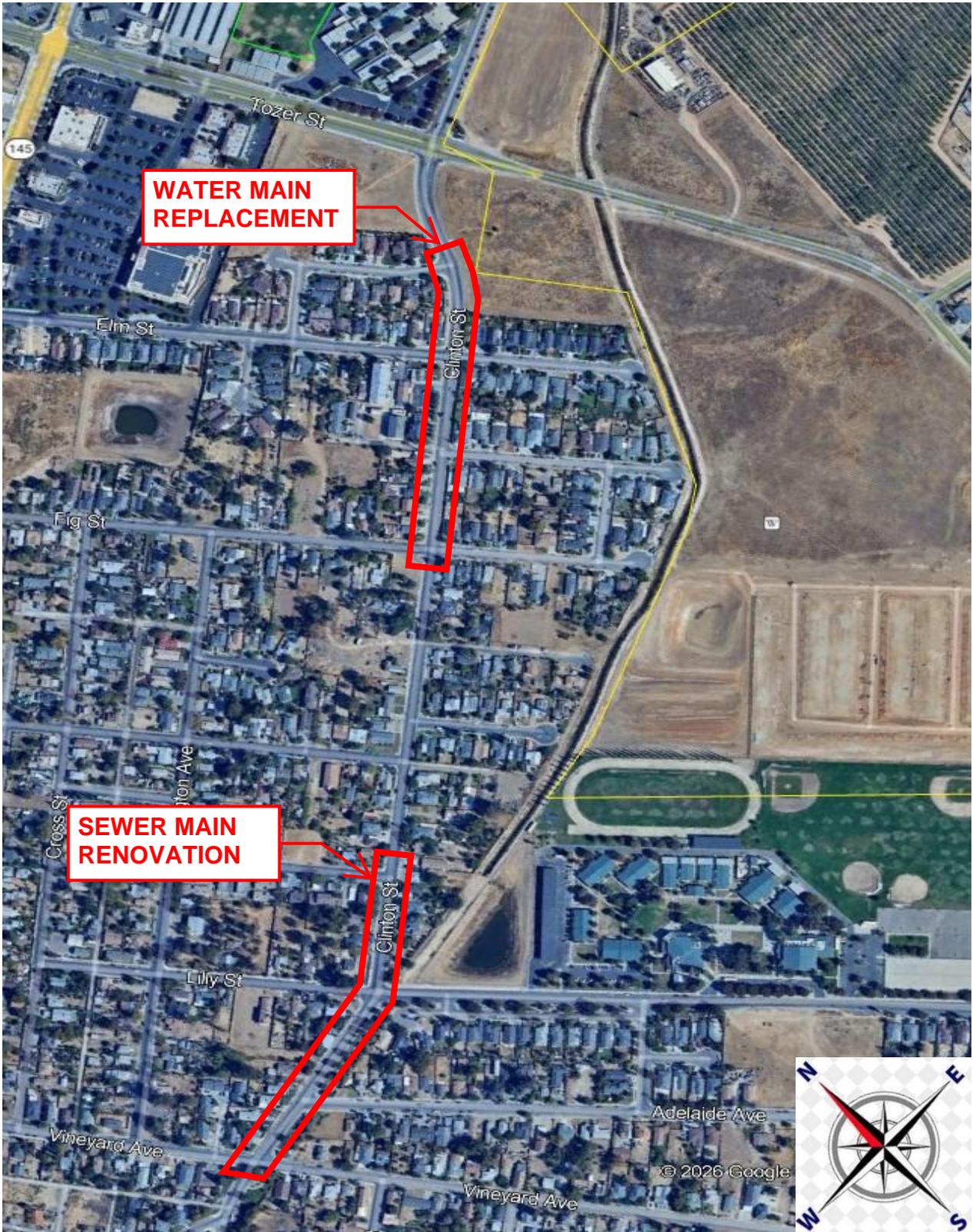
Subscribed and sworn to (or affirmed) before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2026 by Keith Brent Helmuth, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

\_\_\_\_\_  
Alicia Gonzales  
City Clerk

(Seal)

## **Attachment 2**

Location Map

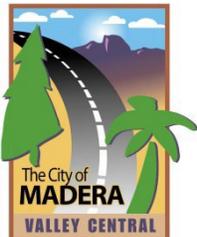


**WATER MAIN  
REPLACEMENT**

**SEWER MAIN  
RENOVATION**



© 2026 Google

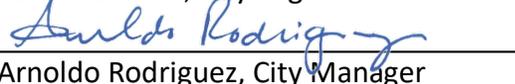


## REPORT TO CITY COUNCIL

**Approved by:**



Keith Helmuth, City Engineer



Arnaldo Rodriguez, City Manager

**Council Meeting of:** March 4, 2026

**Agenda Number:** B-12

**SUBJECT:**

Olive Avenue Widening and Reconstruction – Gateway Drive to Knox Street, Phase 2 Utility Undergrounding, City Project No. R-000010

**RECOMMENDATION:**

Adopt a Resolution Increasing the Allowable Project Contingencies for the Olive Avenue Widening and Reconstruction – Gateway Drive to Knox Street Phase 2, Utility Undergrounding City Project No. R-000010

**SUMMARY:**

At the February 18, 2026 meeting, the City Council (Council) adopted a Minute Order Approving:

1. Acceptance of the Olive Avenue Widening and Reconstruction – Gateway Drive to Knox Street, Phase 2 Utility Undergrounding, City Project No. R-000010
2. Recording of Notice of Completion
3. Release of retention 35 days after the recording of the Notice of Completion

The final costs as presented in the staff report exceeded the previously approved allowable contingencies. To process the final payment and release retention, Council approval of the increased contingencies acknowledging the final costs is necessary. This is a housekeeping item necessary to increase the purchase order amount.

**DISCUSSION**

The initial contract amount with Mid Cal Pipeline and Utilities, Inc. (Mid Cal) was \$890,002. Through the course of the project, numerous changes were required by PG&E and AT&T from the plans they originally approved. Further, the installation of a steel casing under UPRR required changes to scope and cost increases due to supply chain issues at the time. On June 15, 2022 Council adopt Resolution 22-78 increasing the project contingencies to 25 percent for these

unavoidable requirements encountered during construction. Those items are detailed in Change Order Nos. 1 through 5 listed on Table 1 below. The approved changes through Change Order No. 5 total \$214,153.46, 24 percent of the original contract, and within the 25 percent amount approved by Council.

A final change order, Change Order No. 6, was necessary to bring Mid Cal back to finish the work as agreed upon by PG&E and UPRR. Mid Cal patiently waited as the City negotiated the terms for completion of the work. It was reasonable to compensate Mid Cal for costs related to increases in costs of construction and remobilization to the project site. Many new construction requirements from PG&E and UPRR also increased the cost of the work to finish. Funds budgeted for future phases of the project covered costs associated with Change Order No. 6. The final contract cost was \$1,229,296.11, an increase of \$339,294.11 over the original contract amount, or alternatively 38.12 percent over the original contract.

<b>Table 1: Final Project Cost Summary</b>		
<b>Change Order</b>	<b>Description</b>	<b>Total</b>
Original Contract		\$890,002.00
#1	Costs for modifications required by PG&E not captured in bid documents (larger vaults, addt'l conduit, etc)	\$44,866.25
#2	Added costs for required changes to jack and bore installation of conduit under UPRR; deducts for AT&T structures not installed (installed by AT&T)	\$35,722.40
#3	A balancing change order capturing actual quantities installed versus bid quantities including deducts for items not installed	\$60,046.37
#4	Costs associated with project delays due to factors outside of the contractor's control; Actual costs for railroad flagging; additional work required by AT&T	\$24,455.41
#5	Costs associated with jack and bore under UPRR; purchase of new electric service pedestal	\$49,063.03
#6	Costs associated with final work for underground service to UPRR Signal Cabinet including remobilization, traffic control, railroad flagging, installation of new electric service pedestal, and UPRR/PG&E construction requirements	\$125,140.65
<b>Total</b>		<b>\$1,229,296.11</b>

**FINANCIAL IMPACT:**

The Project was initially funded in Fiscal Year (FY) 2019/20 Capital Projects Budget with Regional Surface Transportation Program (RSTP) funds and Measure T funds. The increased project contingencies (from 25 percent to 38.12 percent) will be funded from the 2025/26 CIP Budget for the Olive Avenue Widening and Reconstruction Project - Gateway Drive to Knox Street, City Project No. R-000010 with Regional Surface Transportation (RSTP) Funds.

**ALTERNATIVES:**

Council could direct staff to utilize alternative eligible funding source(s) for the contingency costs.

**ATTACHMENTS:**

1. Resolution

**Attachment 1**

Resolution

RESOLUTION NO. 26-\_\_\_\_\_

**A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA, CALIFORNIA  
AUTHORIZING AN INCREASE IN CONSTRUCTION CONTRACT  
CONTINGENCIES FOR THE CONTRACT WITH MID CAL PIPELINE AND  
UTILITIES, INC. FOR THE OLIVE AVENUE WIDENING AND  
RECONSTRUCTION - GATEWAY DRIVE TO KNOX STREET PHASE 2, UTILITY  
UNDERGROUNDING CITY PROJECT NO. R-000010**

**WHEREAS**, the City Council adopted Resolution 20-62 awarding a contract to Mid Cal Pipeline & Utilities, Inc. on May 6, 2020 for the Olive Avenue Widening and Reconstruction – Gateway Drive to Knox Street Phase 2, Utility Undergrounding City Project No. R-000010 (Project); and

**WHEREAS**, the awarding resolution authorized up to 10 percent construction contingencies as approved by the City Engineer; and

**WHEREAS**, the City Council adopted Resolution 22-78 increasing the project contingencies to 25 percent for unavoidable requirements encountered during construction; and

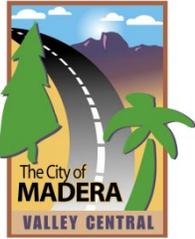
**WHEREAS**, costs related to increases in costs of construction and remobilization to the project site in addition to new construction requirements from PG&E and UPRR increased the contract cost to \$1,229,294.11, or 38.12 percent of the original contract amount, to finish the projects; and

**WHEREAS**, funding for increased construction contingencies is available in the Project CIP Budget.

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

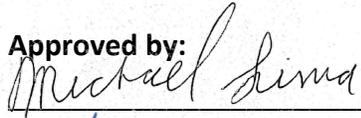
1. The above recitals are true and correct.
2. The City Council authorizes Construction Contingencies of up to 39 percent as approved by the City Engineer.
3. This resolution is effective immediately upon adoption.

\* \* \* \* \*



## REPORT TO CITY COUNCIL

Approved by:

  
\_\_\_\_\_

Michael Lima, Director of Financial Services

  
\_\_\_\_\_

Arnoldo Rodriguez, City Manager

Council Meeting of: March 4, 2026

Agenda Number: B-13

### SUBJECT:

Amendment to the Applications for Transportation Development Act (TDA) – Local Transportation Funds (LTF) and State Transit Assistance (STA) Funds for Fiscal Year (FY) 2025/26

### RECOMMENDATION:

Adopt a Resolution approving the Amendment to the applications for TDA - STA Funds for FY 2025/26 and authorizing the Director of Financial Services to execute and submit the applications to the Madera County Transportation Commission (MCTC)

### SUMMARY:

On July 7, 2025, the City Council (Council) adopted Resolution 25-135 for the FY 2025/26 TDA - LTF and STA applications. Staff recommends amending the STA application to include the carryover STA funding from FY 2024/25 under the Local Agency Planning Activities line item.

### DISCUSSION:

At the July 7, 2025 meeting, Council approved the TDA – LTF and STA applications for the FY 2025/26 funding that was allocated by MCTC at their May 21, 2025, meeting. The City's TDA – LTF and STA applications were approved by the MCTC board via Resolutions 24-07 & 24-08 at their July 23, 2025 meeting.

LTF funds must be used for transportation-related services such as transit services, street construction, bicycle and pedestrian facilities, transportation planning, and administration. Projects in the City's Capital Improvement Plan (CIP) have been created and approved by Council for the use of these funds. STA funds must be used for transit-related expenditures only.

Amendments to TDA applications are prepared and submitted to MCTC annually after:

- The prior year's final expenses and claims have been processed, and
- The excess prior year funds and carryover balances have been confirmed by MCTC.

The carryover amount for FY 2025/26 is shown below in Table 1.

<b>Table 1: Amendments to FY 2025/26 STA Applications</b>			
<b>Application Item</b>	<b>Original FY 25/26 Amount</b>	<b>Carryover from FY 24/25</b>	<b>Amended FY 25/26 Amount</b>
STA Local Planning Activities	\$0	\$150,363.38	\$150,363.38
<b>Total</b>	<b>\$0</b>	<b>\$150,363.38</b>	<b>\$150,363.38</b>

**FINANCIAL IMPACT:**

There is no impact to the City’s FY 2025/26 budget from this action. The amended revenue amount in the TDA STA application is already reflected in the FY 2025/26 Transit Funds’ operating budget. However, failure to submit this amendment will result in the MCTC not making these funds available to the City, thus creating the potential for unreimbursed expenses within the Transit Funds’ operating budget.

**ALTERNATIVES:**

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

**ATTACHMENTS:**

1. Resolution  
Exhibit A – Amended TDA - STA Application

RESOLUTION NO. 26-\_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,  
CALIFORNIA APPROVING AN AMENDMENT TO THE APPLICATION FOR  
TRANSPORTATION DEVELOPMENT ACT (TDA) – STATE TRANSIT  
ASSISTANCE (STA) FUNDS FOR FISCAL YEAR (FY) 2025/26 AND  
AUTHORIZING THE DIRECTOR OF FINANCIAL SERVICES TO EXECUTE AND  
SUBMIT THE APPLICATIONS TO MADERA COUNTY TRANSPORTATION  
COMMISSION (MCTC)**

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

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

**WHEREAS**, the unexpended balance of STA funds in FY 2024/25 must be added to the FY 2025/26 amended applications for proper accounting purposes; and

**WHEREAS**, the STA fund amended application for FY 2025/26 that describes the intended uses of these funds has been submitted to Council for review and approval.

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

1. The above recitals are true and correct.
2. The City Council of the City of Madera approves the amended application for STA Funds FY 2025/26, copies of which are attached hereto as Exhibit A and incorporated by reference.
3. The Director of Financial Services is authorized to execute or make corrections to the amended applications and submit to MCTC.
4. This resolution is effective immediately upon adoption.

\* \* \* \* \*

# Madera County Transportation Commission

EXHIBIT A

## TDA Amendment Request

Agency: **CITY OF MADERA** \_\_\_\_\_

Date: **2/24/2026** \_\_\_\_\_

Fiscal Year: **2025-2026** \_\_\_\_\_

Amending:     LTF     STA

Type of Amendment:     Carryover of PY Funds     Reassign funds     Other

Project	Approved Allocation	New Proposed Allocation	Difference
1 <b>Madera Metro, DAR, Intermodal, Transit Center</b>	\$ 673,633.00	\$ 673,633.00	\$ -
2 <b>Madera Metro, Fixed Route, Intermodal Capital</b>	\$ 22,415.68	\$ 22,415.68	\$ -
3 <b>Local Agency Transportation Planning Activities</b>	\$ -	\$ 150,363.38	\$ 150,363.38
4			\$ -
5			\$ -
6			\$ -
7			\$ -
8			\$ -
9			\$ -
10			\$ -
<b>Total</b>	<b>\$ 696,048.68</b>	<b>\$ 846,412.06</b>	<b>\$ 150,363.38</b>

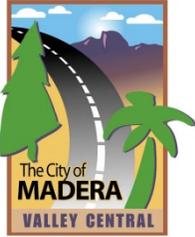
**Notes**

Carryover of Local Agency Transportation Planning Activities from FY 24/25 to FY 25/26 for the original allocation of \$150,363.38.

\_\_\_\_\_  
Agency Authorizing Signature Date

\_\_\_\_\_  
MCTC Authorizing Signature Date

MCTC Use: \_\_\_\_\_  
Month \_\_\_\_\_ Amendment No. \_\_\_\_\_



## REPORT TO CITY COUNCIL

**Approved by:**

*Michael Lima*

Michael Lima, Director of Financial Services

*Arnoldo Rodriguez*

Arnoldo Rodriguez, City Manager

**Council Meeting of:** March 4, 2026

**Agenda Number:** B-14

**SUBJECT:**

Sale Agreement for a manufactured home at 1218 East Cleveland Avenue, Space 19

**RECOMMENDATION:**

Adopt Resolutions:

1. Approving staff actions related to the sale negotiations for the manufactured home at 1218 East Cleveland Avenue, Space 19, Madera, California
2. Approving the Sale Agreement for \$40,000

**SUMMARY:**

In 2018, the City received a grant award to assist owners with the purchase or rehabilitation of manufactured homes. Fifteen loans were funded. Over time, three of the original recipients defaulted on their loans. As a result of these defaults, the City assumed ownership of the homes. At the direction of the City Council, staff placed the homes for sale. The City received an offer for one of the three and is seeking final approval to sell the unit.

**DISCUSSION:**

The Office of Housing and Community Development (HCD) awarded the City with a \$1,000,000 CalHOME Program, Owner-Occupied Residential Rehabilitation or Replacement of Manufactured Housing Grant in 2018. The City funded 15 loans to assist families in the Meadows Mobile Home park (the Meadows). The terms of the loans required the homeowners to remain in the units through the 15-year affordability period. In the event a homeowner was unable to meet these terms, the loan defaulted. Staff made diligent and good-faith efforts to collaborate with the homeowner to prevent foreclosure.

Over the last few years, three loans went into default when the owners passed away and their heirs indicated they had no interest in fulfilling the terms of the loans. Consequently, the City gained ownership of these three units through the foreclosure process. Assumption of these units resulted in the City paying monthly rent to the Meadows. To stop these rent payments, staff received guidance from Council on March 6, 2024 to move forward with the sale of the units.

The City assumed ownership of Space 19 on January 29, 2024. Staff followed the City's informal procurement process to hire a real estate agent for the sale of the manufactured homes. Unfortunately, it was challenging to identify an agent committed to the sale of these units. Therefore, staff had to repeat the procurement process multiple times before finally securing an agent. On July 21, 2025, the units were listed on the Fresno MLS. The listing price was \$42,000.

The City received an offer for Space 19 on January 12, 2026. After reviewing the initial offer, the City counteroffered with the following terms:

1. Purchase price lowered to \$40,000
2. The City did not accept the buyers request to split the cost of the home warranty.
3. The City did not agree to pay the buyer's broker any amount of compensation.
4. The City agreed to a \$5,000 credit for buyer's closing costs.

The seller accepted the City's counteroffer on February 10, 2026, and a 35-day escrow began. The close of escrow date is March 16, 2026.

#### **FINANCIAL IMPACT:**

After applying the closing cost credit, the seller's broker's commission, and paying all fees associated with the transfer of ownership, the City is projected to net \$29,049 on this sale. Home program income has been used to cover rent expenses for Space 19 over the past 25 months. The total paid to date is \$20,592. Proceeds of the sale will go to reimburse the Home Fund for rent paid. Any additional proceeds left over after reimbursing the rent expenses incurred will be used on future homeownership loans.

#### **ALTERNATIVES:**

As an alternative, Council may:

- Request additional information from staff prior to taking action.
- Direct staff not to proceed with the counteroffer. However, this action may result in agreement cancellation fees.

#### **ATTACHMENTS:**

1. Resolution
  - a. Exhibit 1 – Sale Agreement Offer and Counteroffer

**RESOLUTION NO. 26-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA  
APPROVING STAFF SALE AGREEMENT NEGOTIATIONS FOR THE  
MANUFACTURED HOME LOCATED AT 1218 EAST CLEVELAND AVENUE,  
SPACE 19, MADERA, CA FOR \$40,000**

**WHEREAS**, the City of Madera entered into an agreement with the Office of Housing and Community Development (HCD) for the 14-CALHOME-9834 grant award in the amount of \$1,000,000; and

**WHEREAS**, the City of Madera (City) provided housing assistance to 15 residents of the Meadows Mobile Home park in the form of down payment or rehabilitation of manufactured housing; and

**WHEREAS**, the City, through the foreclosure process, assumed ownership of the unit located at 1218 E. Cleveland Ave. Space 19, Madera, CA on January 29, 2024; and

**WHEREAS**, on March 6, 2024, Council provided staff guidance to proceed with the sale of the manufactured home; and

**WHEREAS**, the City Manager received and reviewed a Sale Agreement dated January 12, 2026; and

**WHEREAS**, the City Manager executed a counteroffer on February 4, 2026; and

**WHEREAS**, the City's counteroffer was accepted on February 10, 2026, and a 35-day escrow opened; and

**WHEREAS**, the close of escrow date is March 16, 2026; and

**WHEREAS**, staff recommends approval of the Sale Agreement negotiations for the purchase of the manufactured home unit located at 1218 E. Cleveland Ave., Space 19, Madera, CA in the amount of \$40,000.

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

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. The City Council approves the Sale Agreement negotiations for the purchase of the manufactured home unit located at 1218 E. Cleveland Ave., Space 19, Madera, CA in the amount of \$40,000, of which a copy of the offer and

counteroffer is attached as Exhibit A to this resolution and incorporated by reference.

3. This resolution is effective immediately upon adoption.



DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(As required by the Civil Code) (C.A.R. Form AD, Revised 12/24)

PARK PLACE REAL ESTATE

(if checked) This form is being provided in connection with a transaction for a leasehold interest exceeding one year as per Civil Code §§ 2079.13(j), (k), and (l).

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A Fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
(b) A duty of honest and fair dealing and good faith.
(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

BUYER'S AGENT

A Buyer's agent can, with a Buyer's consent, agree to act as agent for the Buyer only. This includes a Buyer's agent under a buyer-broker representation agreement with the Buyer. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller.

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
(b) A duty of honest and fair dealing and good faith.
(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salespersons and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
(b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as a dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect their own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction.

If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation.

Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. This disclosure form includes the provisions of §§ 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully.

Note: Real estate broker commissions are not set by law and are fully negotiable.

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE SECOND PAGE.

[X] Buyer [ ] Seller [ ] Landlord [ ] Tenant Marcelino Castro Date 01-12-26

[ ] Buyer [ ] Seller [ ] Landlord [ ] Tenant Date

Agent Park Place Real Estate DRE Lic. # 02104118

By Rosa Ochoa DRE Lic. # 01907113 Date 1/12/26

AD REVISED 12/24 (PAGE 1 OF 2)



DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 1 OF 2)

**CIVIL §§ 2079.13 - 2079.24 (2079.16 APPEARS ON THE FRONT)**

2079.13. As used in this section and §§ 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings:

(a) "Agent" means a person acting under provisions of Title 9 (commencing with § 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with § 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. (b) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes a vendee or lessee of real property. (c) "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with § 1940) of Title 5, (3) a mobilehome, as defined in § 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in § 799.29. (d) "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. (e) "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. (f) "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. (g) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. (h) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. (i) "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. (j) "Real property" means any estate specified by subdivision (1) or (2) of § 761 in property, and includes (1) single-family residential property, (2) multiunit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in § 18007 of the Health and Safety Code, or a mobilehome as defined in § 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in § 10131.6 of the Business and Professions Code. (k) "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. (l) "Single-family residential property" or "single-family residential real property" means any of the following: (1) Real property improved with one to four dwelling units, including a leasehold exceeding one year's duration. (2) A unit in a residential stock cooperative, condominium, or planned unit development. (3) A mobilehome or manufactured home when offered for sale or sold through a real estate broker pursuant to § 10131.6 of the Business and Professions Code. (m) "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of § 2985, and transactions for the creation of a leasehold exceeding one year's duration. (n) "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. (o) "Buyer's agent" means an agent who represents a buyer in a real property transaction. (p) "Buyer-broker representation agreement" means a written contract between a buyer of real property and a buyer's agent by which the buyer's agent has been authorized by the buyer to provide services set forth in subdivision (a) of § 10131 of the Business and Professions Code for or on behalf of the buyer for which a real estate license is required pursuant to the terms of the contract.

2079.14. (a) A copy of the disclosure form specified in § 2079.16 shall be provided in a real property transaction as follows: (1) The seller's agent, if any, shall provide the disclosure form to the seller before entering into a listing agreement. (2) The buyer's agent shall provide the disclosure to the buyer as soon as practicable before the execution of a buyer-broker representation agreement and execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer. (b) The agent providing the disclosure form specified in § 2079.16 shall obtain a signed acknowledgement of receipt from the buyer or seller except as provided in § 2079.15.

2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to § 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this AD form.

2079.17(a) As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. (b) As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller. (c) The confirmation required by subdivisions (a) and (b) shall be in the following form:

Seller's Brokerage Firm _____	DO NOT COMPLETE. SAMPLE ONLY	License Number _____
Is the broker of (check one): <input type="checkbox"/> the seller; or <input type="checkbox"/> both the buyer and seller. (dual agent)		
Seller's Agent _____	DO NOT COMPLETE. SAMPLE ONLY	License Number _____
Is (check one): <input type="checkbox"/> the Seller's Agent. (salesperson or broker associate) <input type="checkbox"/> both the Buyer's and Seller's Agent. (dual agent)		
Buyer's Brokerage Firm _____	DO NOT COMPLETE. SAMPLE ONLY	License Number _____
Is the broker of (check one): <input type="checkbox"/> the buyer; or <input type="checkbox"/> both the buyer and seller. (dual agent)		
Buyer's Agent _____	DO NOT COMPLETE. SAMPLE ONLY	License Number _____
Is (check one): <input type="checkbox"/> the Buyer's Agent. (salesperson or broker associate) <input type="checkbox"/> both the Buyer's and Seller's Agent. (dual agent)		

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by § 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.

2079.18 (Repealed pursuant to AB-1289)

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of § 2079.14 and § 2079.17 are complied with.

2079.21 (a) A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. (b) A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. (c) "Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered. (d) This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.

2079.23 (a) A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship. (b) A lender or an auction company retained by a lender to control aspects of a transaction of real property subject to this part, including validating the sales price, shall not require, as a condition of receiving the lender's approval of the transaction, the homeowner or listing agent to defend or indemnify the lender or auction company from any liability alleged to result from the actions of the lender or auction company. Any clause, provision, covenant, or agreement purporting to impose an obligation to defend or indemnify a lender or an auction company in violation of this subdivision is against public policy, void, and unenforceable.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.





**CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT  
AND JOINT ESCROW INSTRUCTIONS**  
(C.A.R. FORM RPA, Revised 12/25)

**PARK PLACE  
REAL ESTATE**

Date Prepared: 1/12/2024

1. OFFER:
- A. THIS IS AN OFFER FROM Marcelino Castro ("Buyer").
- B. THE PROPERTY to be acquired is 1218 E Cleveland Avenue 19, situated in Madera (City), Madera (County), California, 93638 (Zip Code), Assessor's Parcel No(s) 91005504000 ("Property").  
(Postal/Mailing address may be different from city jurisdiction. Buyer is advised to investigate.)
- C. THE TERMS OF THE PURCHASE ARE SPECIFIED BELOW AND ON THE FOLLOWING PAGES.
- D. Buyer and Seller are referred to herein as the "Parties." Brokers and Agents are not Parties to this Agreement.
2. AGENCY:
- A. DISCLOSURE: The Parties each acknowledge receipt of a "Disclosure Regarding Real Estate Agency Relationship" (C.A.R. Form AD) if represented by a real estate licensee. Buyer's Agent is not legally required to give to Seller's Agent the AD form Signed by Buyer. Seller's Agent is not legally obligated to give to Buyer's Agent the AD form Signed by Seller.
- B. CONFIRMATION: The following agency relationships are hereby confirmed for this transaction.
- Seller's Brokerage Firm Realty Concepts, Ltd. - Fresno License Number 01100967  
Is the broker of (check one):  the Seller; or  both the Buyer and Seller (Dual Agent).
- Seller's Agent Alyson C. Jansen License Number DRE #01700976  
Is (check one):  the Seller's Agent. (Salesperson or broker associate); or  both the Buyer's and Seller's Agent (Dual Agent).
- Buyer's Brokerage Firm Park Place Real Estate License Number 02104118  
Is the broker of (check one):  the Buyer; or  both the Buyer and Seller (Dual Agent).
- Buyer's Agent Rosa Ochoa License Number 01907113  
Is (check one):  the Buyer's Agent (Salesperson or broker associate); or  both the Buyer's and Seller's Agent (Dual Agent).
- C.  More than one Brokerage represents  Seller,  Buyer. See, Additional Broker Acknowledgement (C.A.R. Form ABA).
- D. POTENTIALLY COMPETING BUYERS AND SELLERS: The Parties each acknowledge receipt of a  "Possible Representation of More than One Buyer or Seller - Disclosure and Consent" (C.A.R. Form PRBS).
3. TERMS OF PURCHASE AND ALLOCATION OF COSTS: The items in this paragraph are contractual terms of the Agreement. Referenced paragraphs provide further explanation. This form is 17 pages. The Parties are advised to read all 17 pages.

Para #	Paragraph Title or Contract Term	Terms and Conditions	Additional Terms
A	5, 5B (cash) Purchase Price	\$ <u>40,000</u>	<input type="checkbox"/> All Cash
B	Close Of Escrow (COE)	<input checked="" type="checkbox"/> <u>35</u> Days after Acceptance OR on <input type="checkbox"/> _____ (date)	
C	32A Expiration of Offer	3 calendar days after all Buyer Signature(s) or _____ (date), at 5PM or <input type="checkbox"/> AM/ <input type="checkbox"/> PM	
D(1)	5A(1) Initial Deposit Amount	\$ <u>2000</u> (_____% of purchase price) (% number above is for calculation purposes and is not a contractual term)	within 3 (or _____) business days after Acceptance by wire transfer OR <input type="checkbox"/>
D(2)	5A(2) <input type="checkbox"/> Increased Deposit	See attached Increased Deposit Addendum (C.A.R. Form IDA)	
E(1)	5C(1) Loan Amount(s): Interest Rate Points If FHA or VA checked, Deliver list of lender required repairs	\$ <u>32,000</u> (_____% of purchase price) Fixed rate or <input type="checkbox"/> Initial adjustable rate • not to exceed _____% • Buyer to pay up to _____ points to obtain the rate above 17 (or _____) Days after Acceptance	Conventional or, if checked, <input type="checkbox"/> FHA (Forms FVAC/HID attached) <input type="checkbox"/> VA (Form FVAC attached) <input type="checkbox"/> Seller Financing <input checked="" type="checkbox"/> Other: <u>Chattel Personal Property</u>
E(2)	5C(2) Additional Financed Amount Interest Rate Points	\$ _____ (_____% of purchase price) Fixed rate or <input type="checkbox"/> Initial adjustable rate • not to exceed _____% • Buyer to pay up to _____ points to obtain rate above	Conventional or, if checked, <u>Loan</u> <input type="checkbox"/> Seller Financing <input type="checkbox"/> Other:
E(3)	7A Occupancy Type	Primary, or if checked, <input type="checkbox"/> Secondary <input type="checkbox"/> Investment	
F	5D Balance of Down Payment	\$ <u>800</u>	
PURCHASE PRICE TOTAL		\$ <u>40,000</u>	

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RPA REVISED 12/25 (PAGE 1 OF 17)

Buyer's Initials X M ix C

Seller's Initials AR



**CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (RPA PAGE 1 OF 17)**

G SELLER PAYMENT TO COVER BUYER EXPENSES AND COSTS				
G(1)	5E	<input checked="" type="checkbox"/> Seller Credit to Buyer	\$ <u>5,000</u>	For closing costs
G(2)		ADDITIONAL SELLER CREDIT TERMS (does not include buyer broker compensation): _____		
G(3)	18A	<input checked="" type="checkbox"/> Seller Payment to Compensate Buyer's Broker	Seller agrees to pay Buyer's Broker, out of transaction proceeds, _____ % of the final purchase price AND, if applicable \$ <u>2,500</u> OR, if checked <input type="checkbox"/> \$ _____	
H(1)	5B	Verification of All Cash (sufficient funds)	Attached to the offer or <input type="checkbox"/> 3 (or _____) Days after Acceptance	
H(2)	6A	Verification of Down Payment and Closing Costs	Attached to the offer or <input type="checkbox"/> 3 (or _____) Days after Acceptance	
H(3)	6B	Verification of Loan Application	Attached to the offer or <input type="checkbox"/> 3 (or _____) Days after Acceptance <input type="checkbox"/> Prequalification <input type="checkbox"/> Preapproval <input type="checkbox"/> Fully underwritten preapproval	
I	Intentionally Left Blank			
J	16	Final Verification of Condition	5 (or _____) Days prior to COE	
K	23	Assignment Request	17 (or _____) Days after Acceptance	
L	CONTINGENCIES		TIME TO REMOVE CONTINGENCIES	CONTINGENCY REMOVED
L(1)	8A	Loan(s)	17 (or _____) Days after Acceptance	<input type="checkbox"/> No loan contingency
L(2)	8B	Appraisal: Appraisal contingency based upon appraised value at a minimum of purchase price or <input type="checkbox"/> \$ _____	17 (or _____) Days after Acceptance	<input type="checkbox"/> No appraisal contingency Removal of appraisal contingency does not eliminate appraisal cancellation rights in FVAC.
L(3)	8C, 12	Investigation of Property	17 (or _____) Days after Acceptance	REMOVAL OR WAIVER OF CONTINGENCY:  Any contingency in L(1)-L(8) may be removed or waived by checking the applicable box above or attaching a Contingency Removal (C.A.R. Form CR-B) and checking the applicable box therein. Removal or Waiver at time of offer is against Agent advice. See paragraph 8I.  <input type="checkbox"/> CR-B attached
		Informational Access to Property	17 (or _____) Days after Acceptance	
		Buyer's right to access the Property for informational purposes is NOT a contingency, does NOT create cancellation rights, and applies even if contingencies are removed.		
L(4)	8D	Insurance	17 (or _____) Days after Acceptance	
L(5)	8E, 14A	Review of Seller Documents	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(6)	8F, 13A	Preliminary ("Title") Report	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(7)	8G, 11M	Common Interest Disclosures Per Civil Code § 4525 or Agreement	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(8)	8H, 9B(6)	Review of leased or liened items (E.g. solar panels or propane tanks)	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(9)	8K	Sale of Buyer's Property Sale of Buyer's property is not a contingency, UNLESS checked here: <input type="checkbox"/> C.A.R. Form COP attached		
M	Possession		Time for Performance	Additional Terms
M(1)		Time of Possession	Upon notice of recordation, OR <input type="checkbox"/> 6 PM or <input type="checkbox"/> AM/ <input type="checkbox"/> PM on date specified, as applicable, in 3M(2) or attached TOPA.	
M(2)	7D	Seller Occupied or Vacant units	COE date or, if checked below, <input type="checkbox"/> _____ days after COE (29 or fewer days) <input type="checkbox"/> _____ days after COE (30 or more days)	
M(3)	4A, 7A	Occupied units by tenants or anyone other than the Seller	Subject to tenant rights, unless primary or secondary residence in 3E(3), or Otherwise Agreed (TOPA may be used)	
N	Documents/Fees/Compliance		Time for Performance	
N(1)	14A	Seller Delivery of Documents	7 (or _____) Days after Acceptance	
N(2)	19B	Sign and return Escrow Holder Provisions and Instructions	5 (or _____) Days after Delivery	
N(3)	11M(2)	Time to pay fees for ordering HOA Documents	3 (or _____) Days after Acceptance	
N(4)	10B(1)	Install smoke alarm(s), CO detector(s), water heater bracing	7 (or _____) Days after Acceptance	
N(5)	24	Evidence of representative authority	3 Days after Acceptance	
O	Intentionally Left Blank			



P	Items Included and Excluded		
P(1)	9	Items Included - All items specified in Paragraph 9B are included and the following, if checked:	
		<input checked="" type="checkbox"/> Stove(s), oven(s), stove/oven combo(s); <input type="checkbox"/> Refrigerator(s); <input type="checkbox"/> Wine Refrigerator(s); <input type="checkbox"/> Washer(s); <input type="checkbox"/> Dryer(s); <input type="checkbox"/> Dishwasher(s); <input type="checkbox"/> Microwave(s); Additional Items Included: <input type="checkbox"/> _____	<input type="checkbox"/> Video doorbell(s); <input type="checkbox"/> Security camera equipment; <input type="checkbox"/> Security system(s)/alarm(s), other than separate video doorbell and camera equipment; <input type="checkbox"/> Smart home control devices; <input type="checkbox"/> Wall mounted brackets for video or audio equipment; <input type="checkbox"/> _____ <input type="checkbox"/> _____
			<input type="checkbox"/> Above-ground pool(s) / <input type="checkbox"/> spa(s); <input checked="" type="checkbox"/> Bathroom mirrors, unless excluded below; <input type="checkbox"/> Electric car charging systems and stations; <input type="checkbox"/> Potted trees/shrubs; <input type="checkbox"/> _____ <input type="checkbox"/> _____
P(2)		Excluded Items: <input type="checkbox"/> _____	
Q Allocation of Costs			
Para #	Item Description	Who Pays (if Both is checked, cost to be split equally unless Otherwise Agreed)	Additional Terms
Q(1)	10A, 11A Natural Hazard Zone Disclosure Report, including tax information	<input type="checkbox"/> Buyer <input checked="" type="checkbox"/> Seller <input type="checkbox"/> Both _____	<input checked="" type="checkbox"/> Environmental <input type="checkbox"/> Other _____
		<input type="checkbox"/> Provided by: _____	
Q(2)	Optional Wildfire Disclosure Report	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	
		Provided by: _____	
Q(3)	(A) _____ Report (B) _____ Report	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____ <input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	
Q(4)	10B(1) Smoke alarms, CO detectors, water heater bracing	<input type="checkbox"/> Buyer <input checked="" type="checkbox"/> Seller <input type="checkbox"/> Both _____	
Q(5)	10A 10B(2) Government Required Point of Sale inspections, reports	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	
Q(6)	10B(2) Government Required Point of Sale corrective/remedial actions	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	
Q(7)	19B Escrow Fee	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	<input checked="" type="checkbox"/> Each to pay their own fees
		Escrow Holder: <u>Title Co. of Seller's choice</u>	
Q(8)	13 Owner's title insurance policy	<input type="checkbox"/> Buyer <input checked="" type="checkbox"/> Seller <input type="checkbox"/> Both _____	Title Co. (If different from Escrow Holder): <u>Title Co. of Seller's choice</u>
Q(9)	Buyer's Lender title insurance policy	Buyer	Unless Otherwise Agreed, Buyer shall purchase any title insurance policy insuring Buyer's lender.
Q(10)	County transfer tax, fees	<input type="checkbox"/> Buyer <input checked="" type="checkbox"/> Seller <input type="checkbox"/> Both <u>if applicable</u>	
Q(11)	City transfer tax, fees	<input type="checkbox"/> Buyer <input checked="" type="checkbox"/> Seller <input type="checkbox"/> Both <u>if applicable</u>	
Q(12)	11M(2) HOA fee for preparing disclosures	Seller	
Q(13)	HOA certification fee	Buyer	
Q(14)	HOA transfer fees	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	Unless Otherwise Agreed, Seller shall pay for separate HOA move-out fee and Buyer shall pay for separate move-in fee. Applies if separately billed or itemized with cost in transfer fee.
Q(15)	Private transfer fees	Seller, or if checked, <input type="checkbox"/> Buyer <input type="checkbox"/> Both	
Q(16)	_____ fees or costs	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	
Q(17)	_____ fees or costs	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	
Q(18)	10C Home warranty plan chosen by Buyer. Coverage includes, but is not limited to:	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input checked="" type="checkbox"/> Both _____	If Seller or Both checked, Seller's cost not to exceed \$ <u>580.00</u>
		Issued by: _____	
		<input type="checkbox"/> Buyer waives home warranty plan	
R	OTHER TERMS:		
	_____ _____ _____		



4. PROPERTY ADDENDA AND ADVISORIES: (check all that apply)

- A. PROPERTY TYPE ADDENDA: This Agreement is subject to the terms contained in the Addenda checked below:
- Tenant Occupied Property Addendum (C.A.R. Form TOPA) (Should be checked whether current tenants will remain or not.)
  - Probate Agreement Purchase Addendum (C.A.R. Form PA-PA)
  - Manufactured Home Purchase Addendum (C.A.R. Form MH-PA)
  - Tenancy in Common Purchase Addendum (C.A.R. Form TIC-PA)
  - Stock Cooperative Purchase Addendum (C.A.R. Form COOP-PA)
  - Mixed Use Purchase Addendum (C.A.R. Form MU-PA)  Other \_\_\_\_\_

- B. OTHER ADDENDA: This Agreement is subject to the terms contained in the Addenda checked below:
- Addendum # \_\_\_\_\_ (C.A.R. Form ADM)  Short Sale Addendum (C.A.R. Form SSA)
  - Back Up Offer Addendum (C.A.R. Form BUO)  Court Confirmation Addendum (C.A.R. Form CCA)
  - Septic, Well, Property Monument and Propane Addendum (C.A.R. Form SWPI)
  - Buyer Intent to Exchange Addendum (C.A.R. Form BXA)  Seller Intent to Exchange Addendum (C.A.R. Form SXA)
  - Other \_\_\_\_\_  Other \_\_\_\_\_

C. BUYER AND SELLER ADVISORIES: (Note: All Advisories below are provided for reference purposes only and are not intended to be incorporated into this Agreement.)

- Buyer's Investigation Advisory (C.A.R. Form BIA)
- Wire Fraud Advisory (C.A.R. Form WFA)
- Wildfire Disaster Advisory (C.A.R. Form WFDA)
- Trust Advisory (C.A.R. Form TA)
- REO Advisory (C.A.R. Form REO)
- Other \_\_\_\_\_
- Fair Housing and Discrimination Advisory (C.A.R. Form FHDA)
- Cal. Consumer Privacy Act Advisory (C.A.R. Form CCPA) (Parties may also receive a privacy disclosure from their own Agent.)
- Statewide Buyer and Seller Advisory (C.A.R. Form SBSA)
- Probate Advisory (C.A.R. Form PA)
- Other \_\_\_\_\_
- Other \_\_\_\_\_

5. ADDITIONAL TERMS AFFECTING PURCHASE PRICE: Buyer represents that funds will be good when deposited with Escrow Holder.

A. DEPOSIT:

- (1) INITIAL DEPOSIT: Buyer shall deliver deposit directly to Escrow Holder. If a method other than wire transfer is specified in paragraph 3D(1) and such method is unacceptable to Escrow Holder, then upon notice from Escrow Holder, delivery shall be by wire transfer.
- (2) RETENTION OF DEPOSIT: Paragraph 29, if initialed by all Parties or otherwise incorporated into this Agreement, specifies a remedy for Buyer's default. Buyer and Seller are advised to consult with a qualified California real estate attorney: (i) Before adding any other clause specifying a remedy (such as release or forfeiture of deposit or making a deposit non-refundable) for failure of Buyer to complete the purchase. Any such clause shall be deemed invalid unless the clause independently satisfies the statutory liquidated damages requirements set forth in the Civil Code; and (ii) Regarding possible liability and remedies if Buyer fails to deliver the deposit.

B. ALL CASH OFFER: If an all cash offer is specified in paragraph 3A, no loan is needed to purchase the Property. This Agreement is NOT contingent on Buyer obtaining a loan. Buyer shall, within the time specified in paragraph 3H(1), Deliver written verification of funds sufficient for the purchase price and closing costs.

C. LOAN(S):

- (1) FIRST LOAN: This loan will provide for conventional financing UNLESS FHA, VA, Seller Financing (C.A.R. Form SFA), or Other is checked in paragraph 3E(1).
- (2) ADDITIONAL FINANCED AMOUNT: If an additional financed amount is specified in paragraph 3E(2), that amount will provide for conventional financing UNLESS Seller Financing (C.A.R. Form SFA), or Other is checked in paragraph 3E(2).
- (3) BUYER'S LOAN STATUS: Buyer authorizes Seller and Seller's Authorized Agent to contact Buyer's lender(s) to determine the status of any Buyer's loan specified in paragraph 3E, or any alternate loan Buyer pursues, whether or not a contingency of this Agreement. If the contact information for Buyer's lender(s) is different from that provided under the terms of paragraph 6B, Buyer shall Deliver the updated contact information within 1 Day of Seller's request.
- (4) FHA/VA: If FHA or VA is checked in paragraph 3E(1), a FHA/VA amendatory clause (C.A.R. Form FVAC) shall be incorporated and Signed by all Parties. Buyer shall, within the time specified in paragraph 3E(1), Deliver to Seller written notice (C.A.R. Form RR or AEA) (i) of any lender requirements that Buyer requests Seller to pay for or otherwise correct or (ii) that there are no lender requirements. Notwithstanding Seller's agreement that Buyer may obtain FHA or VA financing, Seller has no obligation to pay or satisfy any or all lender requirements unless agreed in writing.

D. BALANCE OF PURCHASE PRICE (DOWN PAYMENT, paragraph 3F) (including all-cash funds) to be deposited with Escrow Holder pursuant to Escrow Holder instructions.

E. LIMITS ON CREDITS TO BUYER: Any credit to Buyer as specified in paragraph 3G(1) or Otherwise Agreed, from any source, for closing or other costs that is agreed to by the Parties ("Contractual Credit") shall be disclosed to Buyer's lender, if any, and made at Close Of Escrow. If the total credit allowed by Buyer's lender ("Lender Allowable Credit") is less than the Contractual Credit, then (i) the Contractual Credit from Seller shall be reduced to the Lender Allowable Credit, and (ii) in the absence of a separate written agreement between the Parties, there shall be no automatic adjustment to the purchase price to make up for the difference between the Contractual Credit and the Lender Allowable Credit.

6. ADDITIONAL FINANCING TERMS:

- A. VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS: Written verification of Buyer's down payment and closing costs, within the time specified in paragraph 3H(2) may be made by Buyer or Buyer's lender or loan broker pursuant to paragraph 6B.
- B. VERIFICATION OF LOAN APPLICATIONS: Buyer shall Deliver to Seller, within the time specified in paragraph 3H(3) a letter from Buyer's lender or loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for any NEW loan specified in paragraph 3E. If any loan specified in paragraph 3E is an adjustable rate loan, the prequalification or preapproval letter shall be based on the qualifying rate, not the initial loan rate.
- C. BUYER STATED FINANCING: Seller is relying on Buyer's representation of the type of financing specified (including, but not limited to, as applicable, all cash, amount of down payment, or contingent or non-contingent loan). Seller has agreed to a specific closing date, purchase price, and to sell to Buyer in reliance on Buyer's specified financing. Buyer shall pursue the financing specified in this Agreement, even if Buyer also elects to pursue an alternative form of financing. Seller has no obligation to cooperate with Buyer's efforts to obtain any financing other than that specified in this Agreement but shall not interfere with closing at the purchase price on the COE date (paragraph 3B) even if based upon alternate financing. Buyer's inability to obtain alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.



7. CLOSING AND POSSESSION:

- A. **OCCUPANCY:** If Buyer intends to occupy as a primary or secondary residence (see paragraph 3E(3)), and unless Otherwise Agreed, such as in C.A.R. Form TOPA: (i) the unit Buyer intends to occupy shall be vacant at the time possession is delivered to Buyer, and (ii) if the Property contains more than one unit, within 3 Days after Acceptance Buyer shall give Seller written notice of which unit Buyer intends to occupy. Occupancy may impact available financing. Seller shall disclose to Buyer if occupied by tenants or persons other than Seller, and attach C.A.R. Form TOPA in a counter offer if not part of Buyer's offer.
- B. **CONDITION OF PROPERTY ON CLOSING:**  
Unless Otherwise Agreed: (i) the Property shall be delivered "As-Is" in its PRESENT physical condition as of the date of Acceptance; (ii) the Property, including pool, spa, landscaping and grounds, is to be maintained in substantially the same condition as on the date of Acceptance; (iii) Except as specified in paragraph 9C, Seller is not responsible to repair any holes left after the removal of any wall hangings (such as pictures and mirrors), brackets, nails or other fastening devices; and (iv) all debris and personal property not included in the sale shall be removed by Close Of Escrow or at the time possession is delivered to Buyer, if not on the same date. If items are not removed when possession is delivered to Buyer, all items shall be deemed abandoned. Buyer, after first Delivering to Seller written notice to remove the items within 3 Days, may pay to have such items removed or disposed of and may bring Legal Action, as per this Agreement, to receive reasonable costs from Seller.
- C. **Buyer is strongly advised to conduct investigations of the entire Property in order to determine its present condition. Seller and Agents may not be aware of all defects affecting the Property or other factors that Buyer considers important. Property improvements may not be built according to code, in compliance with current Law, or have had all required permits issued and/or finalized.**
- D. **SELLER REMAINING IN POSSESSION AFTER CLOSE OF ESCROW:** If Seller has the right to remain in possession after Close Of Escrow pursuant to paragraph 3M(2) or as Otherwise Agreed: The Parties are advised to (i) consult with their insurance and legal advisors for information about liability and damage or injury to persons and personal and real property; and (ii) consult with a qualified California real estate attorney where the Property is located to determine the ongoing rights and responsibilities of both Buyer and Seller with regard to each other, including possible tenant rights, and what type of written agreement to use to document the relationship between the Parties. Buyer is advised to consult with Buyer's lender about the impact of Seller's occupancy on Buyer's loan.
- E. **At Close Of Escrow:** (i) Seller assigns to Buyer any assignable warranty rights for items included in the sale; and (ii) Seller shall Deliver to Buyer available Copies of any such warranties. Agents cannot and will not determine the assignability of any warranties.
- F. Seller shall, on Close Of Escrow unless Otherwise Agreed and even if Seller remains in possession, provide keys, passwords, codes and/or means to operate all locks, mailboxes, security systems, alarms, home automation systems, intranet and Internet-connected devices included in the purchase price, garage door openers, and all items included in either paragraph 3P or paragraph 9. If the Property is a condominium or located in a common interest development, Seller shall be responsible for securing or providing any such items for Association amenities, facilities, and access. Buyer may be required to pay a deposit to the Homeowners' Association ("HOA") to obtain keys to accessible HOA facilities.

8. CONTINGENCIES AND REMOVAL OF CONTINGENCIES:

A. LOAN(S):

- (1) This Agreement is, unless otherwise specified in paragraph 3L(1) or an attached CR-B form, contingent upon Buyer obtaining the loan(s) specified. If contingent, Buyer shall act diligently and in good faith to obtain the designated loan(s). If there is no appraisal contingency or the appraisal contingency has been waived or removed, then failure of the Property to appraise at the purchase price does not entitle Buyer to exercise the cancellation right pursuant to the loan contingency if Buyer is otherwise qualified for the specified loan and Buyer is able to satisfy lender's non-appraisal conditions for closing the loan.
- (2) Buyer is advised to investigate the insurability of the Property as early as possible, as this may be a requirement for lending. Buyer's ability to obtain insurance for the Property, including fire insurance, is part of Buyer's insurance contingency. Failure of Buyer to obtain insurance may justify cancellation based on the Insurance contingency but not the loan contingency.
- (3) Buyer's contractual obligations regarding deposit, balance of down payment and closing costs are not contingencies of this Agreement, unless Otherwise Agreed.
- (4) If there is an appraisal contingency, removal of the loan contingency shall not be deemed removal of the appraisal contingency.
- (5) **NO LOAN CONTINGENCY:** If "No loan contingency" is checked in paragraph 3L(1), obtaining any loan specified is NOT a contingency of this Agreement. If Buyer does not obtain the loan specified, and as a result is unable to purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.

B. APPRAISAL:

- (1) This Agreement is, unless otherwise specified in paragraph 3L(2) or an attached CR-B form, contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the amount specified in paragraph 3L(2), without requiring repairs or improvements to the Property. Appraisals are often a reliable source to verify square footage of the subject Property. However, the ability to cancel based on the measurements provided in an appraisal falls within the Investigation of Property contingency. The appraisal contingency is solely limited to the value determined by the appraisal. For any cancellation based upon this appraisal contingency, Buyer shall Deliver a Copy of the written appraisal to Seller, upon request by Seller.
- (2) **NO APPRAISAL CONTINGENCY:** If "No appraisal contingency" is checked in paragraph 3L(2), then Buyer may not use the loan contingency specified in paragraph 3L(1) to cancel this Agreement if the sole reason for not obtaining the loan is that the appraisal relied upon by Buyer's lender values the property at an amount less than that specified in paragraph 3L(2). If Buyer is unable to obtain the loan specified solely for this reason, Seller may be entitled to Buyer's deposit or other legal remedies.
- (3) **FAIR APPRAISAL ACT NOTICE:**
  - (A) Any appraisal of the property is required to be unbiased, objective, and not influenced by improper or illegal considerations, including, but not limited to, any of the following: race, color, religion (including religious dress, grooming practices, or both), gender (including, but not limited to, pregnancy, childbirth, breastfeeding, and related conditions, and gender identity and gender expression), sexual orientation, marital status, medical condition, military or veteran status, national origin (including language use and possession of a driver's license issued to persons unable to provide their presence in the United States is authorized under federal law), source of income, ancestry, disability (mental and physical, including, but not limited to, HIV/AIDS status, cancer diagnosis, and genetic characteristics), genetic information, or age.
  - (B) If a buyer or seller believes that the appraisal has been influenced by any of the above factors, the seller or buyer can report this information to the lender or mortgage broker that retained the appraiser and may also file a complaint with the Bureau of Real Estate Appraisers at <https://www2.brea.ca.gov/complaint/> or call (916) 552-9000 for further information on how to file a complaint.



- C. **INVESTIGATION OF PROPERTY:** This Agreement is, as specified in paragraph 3L(3), contingent upon Buyer's acceptance of the condition of, and any other matter affecting, the Property. See paragraph 12.
- D. **INSURANCE:** This Agreement is, as specified in paragraph 3L(4), contingent upon Buyer's assessment of the availability and approval of the cost for any insurance policy desired under this Agreement.
- E. **REVIEW OF SELLER DOCUMENTS:** This Agreement is, as specified in paragraph 3L(5), contingent upon Buyer's review and approval of Seller's documents required in paragraph 14A.
- F. **TITLE:**

- (1) This Agreement is, as specified in paragraph 3L(6), contingent upon Buyer's ability to obtain the title policy provided for in paragraph 13G and on Buyer's review of a current Preliminary Report and items that are disclosed or observable even if not on record or not specified in the Preliminary Report, and satisfying Buyer regarding the current status of title. Buyer is advised to review all underlying documents and other matters affecting title, including, but not limited to, any documents or deeds referenced in the Preliminary Report and any plotted easements.
- (2) Buyer has 5 Days after receipt to review a revised Preliminary Report, if any, furnished by the Title Company and cancel the transaction if the revised Preliminary Report reveals material or substantial deviations from a previously provided Preliminary Report.

G. **CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES (IF APPLICABLE):** This Agreement is, as specified in paragraph 3L(7), contingent upon Buyer's review and approval of Common Interest Disclosures required by Civil Code § 4525 and under paragraph 11M ("CI Disclosures").

H. **BUYER REVIEW OF LEASED OR LIENED ITEMS CONTINGENCY (IF APPLICABLE):** Buyer's review of and ability and willingness to assume any lease, maintenance agreement or other ongoing financial obligation, or to accept the Property subject to any lien, disclosed pursuant to paragraph 9B(6), is, as specified in paragraph 3L(8), a contingency of this Agreement. Any assumption of the lease shall not require any financial obligation or contribution by Seller. Seller, after first Delivering a Notice to Buyer to Perform, may cancel this Agreement if Buyer, by the time specified in paragraph 3L(8), refuses or is unable to enter into any necessary written agreements to accept responsibility for all obligations of Seller-disclosed leased or lienied items.

I. **REMOVAL OR WAIVER OF CONTINGENCIES WITH OFFER:** Buyer shall have no obligation to remove a contractual contingency unless Seller has provided all required documents, reports, disclosures, and information pertaining to that contingency. If Buyer does remove a contingency without first receiving all required information from Seller, Buyer is relinquishing any contractual rights that apply to that contingency. If Buyer removes or waives any contingencies without an adequate understanding of the Property's condition or Buyer's ability to purchase, Buyer is acting against the advice of Agent.

- J. **REMOVAL OF CONTINGENCY OR CANCELLATION:**
  - (1) For any contingency specified in paragraph 3L, 8, or elsewhere, Buyer shall, within the applicable period specified, remove the contingency or cancel this Agreement.
  - (2) For the contingencies for review of Seller Documents, Preliminary Report, and Condominium/Planned Development Disclosures, Buyer shall, within the time specified in paragraph 3L or 5 Days after Delivery of Seller Documents or CI Disclosures, whichever occurs later, remove the applicable contingency in writing or cancel this Agreement.
  - (3) If Buyer does not remove a contingency within the time specified, Seller, after first giving Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), shall have the right to cancel this Agreement.

K. **SALE OF BUYER'S PROPERTY:** This Agreement and Buyer's ability to obtain financing are NOT contingent upon the sale of any property owned by Buyer unless the Sale of Buyer's Property (C.A.R. Form COP) is checked as a contingency of this Agreement in paragraph 3L(9).

9. **ITEMS INCLUDED IN AND EXCLUDED FROM SALE:**

A. **NOTE TO BUYER AND SELLER:** Items listed as included or excluded in the Multiple Listing Service (MLS), flyers, marketing materials, or disclosures are NOT included in the purchase price or excluded from the sale unless specified in this paragraph or paragraph 3P or as Otherwise Agreed. Any items included herein are components of the home and are not intended to affect the price. All items are transferred without Seller warranty.

B. **ITEMS INCLUDED IN SALE:**

- (1) All EXISTING fixtures and fittings that are attached to the Property;
- (2) EXISTING electrical, mechanical, lighting, plumbing and heating fixtures, ceiling fans, fireplace inserts, gas logs and grates, solar power systems, built-in appliances and appliances for which special openings or encasements have been made (whether or not checked in paragraph 3P), window and door screens, awnings, shutters, window coverings (which includes blinds, curtains, drapery, shutters or any other materials that cover any portion of the window) and any associated hardware and rods, attached floor coverings, television antennas, satellite dishes, air coolers/conditioners, pool/spa equipment (including, but not limited to, any cleaning equipment such as motorized/automatic pool cleaners, pool heaters, pool nets, pool covers), garage door openers/remote controls, mailbox, in-ground landscaping, water features and fountains, water softeners, water purifiers, light bulbs (including smart bulbs) and all items specified as included in paragraph 3P, if currently existing at the time of Acceptance.

Note: If Seller does not intend to include any item specified as being included above because it is not owned by Seller, whether placed on the Property by Agent, stager or other third party, the item should be listed as being excluded in paragraph 3P(2) or excluded by Seller in a counter offer.

- (3) Security System includes any devices, hardware, software, or control units used to monitor and secure the Property, including but not limited to, any motion detectors, door or window alarms, and any other equipment utilized for such purpose. If checked in paragraph 3P, all such items are included in the sale, whether hard wired or not.
- (4) Home Automation (Smart Home Features) includes any electronic devices and features including, but not limited to, thermostat controls, kitchen appliances not otherwise excluded, and lighting systems, that are connected (hard wired or wirelessly) to a control unit, computer, tablet, phone, or other "smart" device. Any Smart Home devices and features that are physically affixed to the real property, and also existing light bulbs, are included in the sale. Buyer is advised to use paragraph 3P(1) or an addendum to address more directly specific items to be included. Seller is advised to use a counter offer to address more directly any items to be excluded.
- (5) Non-Dedicated Devices: If checked in paragraph 3P, all smart home and security system control devices are included in the sale, except for any non-dedicated personal computer, tablet, or phone used to control such features. Buyer acknowledges that a separate device and access to wifi or Internet may be required to operate some smart home features and Buyer may have to obtain such device after Close Of Escrow. Seller shall de-list any devices from any personal accounts and shall cooperate with any transfer of services to Buyer. Buyer is advised to change all passwords and ensure the security of any smart home features.



- (6) **LEASED OR LIENED ITEMS AND SYSTEMS:** Seller, within the time specified in paragraph 3N(1), shall (i) disclose to Buyer if any item or system specified in paragraph 3P or 9B or otherwise included in the sale is leased, or not owned by Seller, or is subject to any maintenance or other ongoing financial obligation, or specifically subject to a lien or other encumbrance or loan, and (ii) Deliver to Buyer all written materials (such as lease, warranty, financing, etc.) concerning any such item.
- (7) Seller represents that all items included in the purchase price, unless Otherwise Agreed, (i) are owned by Seller and shall be transferred free and clear of liens and encumbrances, except the items and systems identified pursuant to paragraph 9B(6), and (ii) are transferred without Seller warranty regardless of value. Seller shall cooperate with the identification of any software or applications and Buyer's efforts to transfer any services needed to operate any Smart Home Features or other items included in this Agreement, including, but not limited to, utilities or security systems.
- C. ITEMS EXCLUDED FROM SALE:** Unless Otherwise Agreed, the following items are excluded from sale: (i) All items specified in paragraph 3P(2); (ii) audio and video components (such as flat screen TVs, speakers and other items) if any such item is not itself attached to the Property, even if a bracket or other mechanism attached to the component or item is attached to the Property; (iii) furniture and other items secured to the Property for earthquake or safety purposes. Unless otherwise specified in paragraph 3P(1), brackets attached to walls, floors or ceilings for any such component, furniture or item will be removed and holes or other damage shall be repaired, but not painted.
- 10. ALLOCATION OF COSTS:**
- A. INSPECTIONS, REPORTS, TESTS AND CERTIFICATES:** Paragraphs 3Q(1), (2), (3), and (5) only determine who is to pay for the inspection, report, test, certificate, or service mentioned; it does not determine who is to pay for any work recommended or identified in any such document. Agreements for payment of required work should be specified elsewhere in paragraph 3Q, or 3R, or in a separate agreement (such as C.A.R. Forms RR, RRRR, ADM or AEA). Any reports in these paragraphs shall be Delivered in the time specified in paragraph 3N(1).
- B. GOVERNMENT REQUIREMENTS AND CORRECTIVE OR REMEDIAL ACTIONS:**
- (1) **LEGALLY REQUIRED INSTALLATIONS AND PROPERTY IMPROVEMENTS:** Any required installation of smoke alarm or carbon monoxide device(s) or securing of water heater shall be completed within the time specified in paragraph 3N(4) and paid by the Party specified in paragraph 3Q(4). If Buyer is to pay for these items, Buyer, as instructed by Escrow Holder, shall deposit funds into escrow or directly to the vendor completing the repair or installation. Prior to Close Of Escrow, Seller shall Deliver to Buyer written statement(s) of compliance in accordance with any Law, unless Seller is exempt. If Seller is to pay for these items and does not fulfill Seller's obligation in the time specified, and Buyer incurs costs to comply with lender requirements concerning those items, Seller shall be responsible for Buyer's costs.
- (2) **POINT OF SALE REQUIREMENTS:**
- (A) Point of sale inspections, reports and repairs refer to any such actions required to be completed before or after Close Of Escrow that are required in order to close under any Law and paid by the Party specified in paragraphs 3Q(5) and 3Q(6) and any such repair, shall be completed prior to final verification of Property, unless Otherwise Agreed. Defensible space compliance shall be determined as agreed in C.A.R. Form FHDS. If Buyer agrees to pay for any portion of such repair, Buyer, shall (i) directly pay to the vendor completing the repair or (ii) provide an invoice to Escrow Holder, deposit funds into escrow sufficient to pay for Buyer's portion of such repair and request Escrow Holder pay the vendor completing the repair.
- (B) Buyer shall be provided, within the time specified in paragraph 3N(1), unless Parties Otherwise Agree to another time period, a Copy of any required government-conducted or point-of-sale inspection report prepared pursuant to this Agreement or in anticipation of this sale of the Property.
- (3) **REINSPECTION FEES:** If any repair in paragraph 10B(1) is not completed within the time specified and the lender requires an additional inspection to be made, Seller shall be responsible for any corresponding reinspection fee. If Buyer incurs costs to comply with lender requirements concerning those items, Seller shall be responsible for those costs.
- (4) **INFORMATION AND ADVICE ON REQUIREMENTS:** Buyer and Seller are advised to seek information from a knowledgeable source regarding local and State mandates and whether they are point of sale requirements or requirements of ownership. Agents do not have expertise in this area and cannot ascertain all of the requirements or costs of compliance.
- C. HOME WARRANTY:**
- (1) Buyer shall choose the home warranty plan and any optional coverages. Buyer shall pay any cost of that plan, chosen by Buyer, that exceeds the amount allocated to Seller in paragraph 3Q(18). Buyer is informed that home warranty plans have many optional coverages, including but not limited to, coverages for Air Conditioner and Pool/Spa. Buyer is advised to investigate these coverages to determine those that may be suitable for Buyer and their cost.
- (2) If Buyer waives the purchase of a home warranty plan in paragraph 3Q(18), Buyer may still purchase a home warranty plan, at Buyer's expense, prior to Close Of Escrow.
- 11. STATUTORY AND OTHER DISCLOSURES (INCLUDING LEAD-BASED PAINT HAZARD DISCLOSURES) AND CANCELLATION RIGHTS:**
- A. TDS, NHD, AND OTHER STATUTORY AND SUPPLEMENTAL DISCLOSURES:**
- (1) Seller shall, within the time specified in paragraph 3N(1), Deliver to Buyer: unless exempt, fully completed disclosures or notices required by §§ 1102 et. seq. and 1103 et. seq. of the Civil Code ("Statutory Disclosures"). Statutory Disclosures include, but are not limited to, a Real Estate Transfer Disclosure Statement (C.A.R. Form TDS), Natural Hazard Disclosure Statement ("NHD"), notice or actual knowledge of release of illegal controlled substance, notice of special tax and/or assessments (or, if allowed, substantially equivalent notice regarding the Mello-Roos Community Facilities Act of 1982 and Improvement Bond Act of 1915) and, if Seller has actual knowledge, of industrial use and military ordnance location (C.A.R. Form SPQ or ESD), and, if the Property is in a high or very high fire hazard severity area, the information, notices, documentation, and agreements required by §§ 1102.6(f) and 1102.19 of the Civil Code (C.A.R. Form FHDS).
- (2) The Real Estate Transfer Disclosure Statement required by this paragraph is considered fully completed if Seller has completed the section titled Coordination with Other Disclosure Forms by checking a box (Section I), and Seller has completed and answered all questions and Signed the Seller's Information section (Section II) and the Seller's Agent, if any, has completed and Signed the Seller's Agent's section (Section III), or, if applicable, an Agent Visual Inspection Disclosure (C.A.R. Form AVID). Section V acknowledgment of receipt of a Copy of the TDS shall be Signed after all previous sections, if applicable, have been completed. Nothing stated herein relieves a Buyer's Agent, if any, from the obligation to (i) conduct a reasonably competent and diligent visual inspection of the accessible areas of the Property and disclose, on Section IV of the TDS, or an AVID, material facts affecting the value or desirability of the Property that were or should have been revealed by such an inspection or (ii) complete any sections on all disclosures required to be completed by Buyer's Agent.



- (3) Seller shall, within the time specified in **paragraph 3N(1)**, provide "Supplemental Disclosures" as follows: (i) unless exempt from the obligation to provide a TDS, complete a Seller Property Questionnaire (C.A.R. Form SPQ) by answering all questions and Signing and Delivering a Copy to Buyer; or (ii) if exempt from the obligation to provide a TDS, complete either an Exempt Seller Disclosure (C.A.R. Form ESD) or Seller Property Questionnaire (C.A.R. Form SPQ) by answering all questions and Signing and Delivering a Copy to Buyer.
- (4) In the event Seller or Seller's Agent, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information or representations previously provided to Buyer under this paragraph, Seller shall, in writing, promptly provide a subsequent or amended TDS, Seller Property Questionnaire or other document, in writing, covering those items. Any such document shall be deemed an amendment to the TDS or SPQ. **However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies of which Buyer is otherwise aware, or which are discovered by Buyer or disclosed in reports or documents provided to or ordered and paid for by Buyer.**
- B. LEAD DISCLOSURES:**
- (1) Seller shall, within the time specified in **paragraph 3N(1)**, for any residential property built before January 1, 1978, unless exempted by Law, Deliver to Buyer a fully completed Federal Lead-Based Paint Disclosures (C.A.R. Form LPD) and pamphlet ("Lead Disclosures").
- (2) Buyer shall, within the time specified in **paragraph 3L(3)**, have the opportunity to conduct a risk assessment or to inspect for the presence of lead-based paint hazards.
- C. HOME FIRE HARDENING DISCLOSURE AND ADVISORY:** For any transaction where a TDS is required, the property is located in a high or very high fire hazard severity zone, and the home was constructed before January 1, 2010, Seller shall, within the time specified in **paragraph 3N(1)**, Deliver to Buyer: (i) a home hardening disclosure required by law; and (ii) a statement of features on the Property of which Seller is aware that may make the home vulnerable to wildfire and flying embers; (iii) a list of possible low cost fire hardening retrofits identifying which ones Seller has completed; and (iv) a final inspection report regarding compliance with home fire hardening if one was prepared pursuant to Government Code § 51182 (C.A.R. Form FHDS).
- D. DEFENSIBLE SPACE DISCLOSURE AND ADDENDUM:** For any transaction in which a TDS is required and the property is located in a high or very high fire hazard severity zone, Seller shall, within the time specified in **paragraph 3N(1)**, Deliver to Buyer (i) a disclosure of whether the Property is in compliance with any applicable defensible space laws designed to protect a structure on the Property from fire; and (ii) an addendum allocating responsibility for compliance with any such defensible space law (C.A.R. Form FHDS).
- E. ELECTRICAL SYSTEM INSPECTION ADVICE DISCLOSURE:** For any transaction in which a TDS is required, Seller advises the Buyer as follows: "In a purchase of real property, it may be advisable to obtain an inspection by a qualified professional of the electrical system(s) of any buildings, including, but not limited to, the main service panel, the subpanel(s), and wiring. Substandard, recalled, or faulty wiring may cause a fire risk and may make it difficult to obtain property insurance. Limited electrical capacity may make it difficult to support future electrical additions to the building(s), such as solar generation, electric space heating, electric water heating, or electric vehicle charging equipment."
- F. WAIVER PROHIBITED:** Waiver of Statutory, Lead, and other Disclosures in **paragraphs 11A(1), 11B, 11C, 11D and 11E** are prohibited by Law.
- G. RETURN OF SIGNED COPIES:** Buyer shall, within the time specified in **paragraph 3L(5) OR 5 Days** after Delivery of any disclosures specified in **paragraphs 11A, B, C, or D**, and defensible space addendum in **paragraph 11D**, whichever is later, return Signed Copies of the disclosures, and if applicable, addendum, to Seller.
- H. TERMINATION RIGHTS:**
- (1) **Statutory and Other Disclosures:** If any disclosure specified in **paragraphs 11A, B, C, D, or E**, or subsequent or amended disclosure to those just specified, is Delivered to Buyer after the offer is Signed, Buyer shall have the right to terminate this Agreement within **3 Days** after Delivery in person, or **5 Days** after Delivery by deposit in the mail, or by an electronic record or email satisfying the Uniform Electronic Transactions Act (UETA), by giving written notice of rescission to Seller or Seller's Authorized Agent. If Buyer does not rescind within this time period, Buyer has been deemed to have approved the disclosure and shall not have the right to cancel.
- (2) **Defensible Space Compliance:** If, by the time specified in **paragraph 11G**, Buyer does not agree to the terms regarding defensible space compliance Delivered by Seller, as indicated by mutual signatures on the FHDS, then Seller, after first Delivering a Notice to Buyer to Perform, may cancel this Agreement.
- I. WITHHOLDING TAXES:** Buyer and Seller hereby instruct Escrow Holder to withhold the applicable required amounts to comply with federal and California withholding Laws and forward such amounts to the Internal Revenue Service and Franchise Tax Board, respectively. However, no federal withholding is required if, prior to Close Of Escrow, Seller Delivers (i) to Buyer and Escrow Holder a fully completed affidavit (C.A.R. Form AS) sufficient to avoid withholding pursuant to federal withholding Law (FIRPTA); **OR** (ii) to a qualified substitute (usually a title company or an independent escrow company) a fully completed affidavit (C.A.R. Form AS) sufficient to avoid withholding pursuant to federal withholding Law **AND** the qualified substitute Delivers to Buyer and Escrow Holder an affidavit signed under penalty of perjury (C.A.R. Form QS) that the qualified substitute has received the fully completed Seller's affidavit and the Seller states that no federal withholding is required; **OR** (iii) to Buyer other documentation satisfying the requirements under Internal Revenue Code § 1445 (FIRPTA). No withholding is required under California Law if, prior to Close Of Escrow, Escrow Holder has received sufficient documentation from Seller that no withholding is required, and Buyer has been informed by Escrow Holder.
- J. MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to § 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at [www.meganslaw.ca.gov](http://www.meganslaw.ca.gov). Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Agent are required to check this website. If Buyer wants further information, Agent recommends that Buyer obtain information from this website during Buyer's investigation contingency period. Agents do not have expertise in this area.)
- K. NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES:** This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at <http://www.npms.phmsa.dot.gov>. To seek further information about possible transmission pipelines near the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Website. (Neither Seller nor Agent are required to check this website. If Buyer wants further information, Agent recommends that Buyer obtain information from this website during Buyer's investigation contingency period. Agents do not have expertise in this area.)



- L. **NATURAL AND ENVIRONMENTAL HAZARDS:** Seller shall, within the time specified in **paragraph 3N(1)**, if required by Law: (i) Deliver to Buyer the earthquake guide and environmental hazards booklet, and for all residential property with 1-4 units and any manufactured or mobile home built before January 1, 1960, fully complete and Deliver the Residential Earthquake Risk Disclosure Statement; and (ii) even if exempt from the obligation to provide a NHD, disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; Seismic Hazard Zone; and (iii) disclose any other zone as required by Law and provide any other information required for those zones.
- M. **CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:**
- (1) Seller shall, within the time specified in **paragraph 3N(1)**, disclose to Buyer whether the Property is a condominium or is located in a planned development, other common interest development, or otherwise subject to covenants, conditions, and restrictions (C.A.R. Form SPQ or ESD).
  - (2) If the Property is a condominium or is located in a planned development or other common interest development with a HOA, Seller shall, within the time specified in **paragraph 3N(3)**, order from, and pay any required fee as specified in **paragraph 3Q(12)** for the following items to the HOA (C.A.R. Form HOA-IR), unless Seller has otherwise Delivered to Buyer the most current version of any such document: (i) Copies of any documents required by Law (C.A.R. Form HOA-RS); (ii) disclosure of any pending or anticipated claim or litigation by or against the HOA; (iii) a statement containing the location and number of designated parking and storage spaces; (iv) Copies of the most recent 12 months of HOA minutes for regular and special meetings; (v) the names and contact information of all HOAs governing the Property; (vi) pet restrictions; and (vii) smoking restrictions ("CI Disclosures"). Seller shall itemize and Deliver to Buyer all CI Disclosures received from the HOA and any CI Disclosures in Seller's possession. Seller shall, as directed by Escrow Holder, deposit funds into escrow or direct to HOA or management company to pay for any of the above.
- N. **SOLAR POWER SYSTEMS:** For properties with any solar panels or solar power systems, Seller shall, within the time specified in **paragraph 3N(1)**, Deliver to Buyer all known information about the solar panels or solar power system. Seller shall use the Solar Advisory and Questionnaire (C.A.R. Form SOLAR).
- O. **BALCONIES, EXTERIOR STAIRWAYS AND OTHER ELEVATED ELEMENTS:** For properties with any building containing 3 or more dwelling units with elevated balconies, stairways or other elements, Seller shall, within the time specified in **paragraph 3N(1)**, Deliver to Buyer the Wooden Balcony and Stairs Addendum (C.A.R. Form WBSA) and comply with its terms.
- P. **KNOWN MATERIAL FACTS:** Seller shall, within the time specified in **paragraph 3N(1)**, DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including, but not limited to, known insurance claims within the past five years, or provide Buyer with permission to contact insurer to get such information (C.A.R. Form ARC), and make any and all other disclosures required by Law.
12. **BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:**
- A. Buyer shall, within the time specified in **paragraph 3L(3)**, have the right, at Buyer's expense unless Otherwise Agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations").
  - B. Buyer Investigations include, but are not limited to:
    - (1) Inspections regarding any physical attributes of the Property or items connected to the Property, such as:
      - (A) A general home inspection.
      - (B) An inspection for lead-based paint and other lead-based paint hazards.
      - (C) An inspection specifically for wood destroying pests and organisms. Any inspection for wood destroying pests and organisms shall be prepared by a registered Structural Pest Control company; shall cover the main building and attached structures; may cover detached structures; shall NOT include water tests of shower pans on upper level units unless the owners of property below the shower consent; shall NOT include roof coverings; and, if the Property is a unit in a condominium or other common interest subdivision, the inspection shall include only the separate interest and any exclusive-use areas being transferred, and shall NOT include common areas; and shall include a report ("Pest Control Report") showing the findings of the company which shall be separated into sections for evident infestation or infections (Section 1) and for conditions likely to lead to infestation or infection (Section 2).
      - (D) Any other specific inspections of the physical condition of the land and improvements.
    - (2) Investigation of any other matter affecting the Property, other than those that are specified as separate contingencies. Buyer Investigations do not include, among other things, an assessment of the availability and cost of general homeowner's insurance, flood insurance, and fire insurance. See, Buyer's Investigation Advisory (C.A.R. Form BIA) for more.
  - C. Without Seller's prior written consent, Buyer shall neither make nor cause to be made: (i) invasive or destructive Buyer Investigations, except for minimally invasive testing required to prepare a Pest Control Report, which shall not include any holes or drilling through stucco or similar material; or (ii) inspections by any governmental building or zoning inspector or government employee, unless required by Law.
  - D. Seller shall make the Property available for all Buyer Investigations. Seller is not obligated to move any existing personal property. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's Investigations and through the date possession is delivered to Buyer. Buyer shall, (i) by the time specified in **paragraph 3L(3)**, complete Buyer Investigations and satisfy themselves as to the condition of the Property, and either remove the contingency or cancel this Agreement, and (ii) by the time specified in **paragraph 3L(3)** or 3 Days after receipt of any Investigation report, whichever is later, give Seller at no cost, complete Copies of all such reports obtained by Buyer, which obligation shall survive the termination of this Agreement. This Delivery of Investigation reports shall not include any appraisal, except an appraisal received in connection with an FHA or VA loan.
  - E. **Buyer indemnity and Seller protection for entry upon the Property:** Buyer shall: (i) keep the Property free and clear of liens; (ii) repair all damage arising from Buyer Investigations; and (iii) indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer Investigations or work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Non-Responsibility" (C.A.R. Form NNR) for Buyer Investigations and work done on the Property at Buyer's direction. Buyer's obligations under this paragraph shall survive the termination of this Agreement.
13. **TITLE AND VESTING:**
- A. **PRELIMINARY REPORT:** Buyer shall, within the time specified in **paragraph 3N(1)**, be provided a current Preliminary Report by the person responsible for paying for the title report in **paragraph 3Q(8)**. If Buyer is responsible for paying, Buyer shall act diligently and in good faith to obtain such Preliminary Report within the time specified. The Preliminary Report is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. The company providing the Preliminary Report shall, prior to issuing a Preliminary Report, conduct a search of the General Index for all Sellers except banks or other institutional lenders selling properties they acquired through foreclosure (REOs), corporations, and government entities.



- B. **CONDITION OF TITLE:** Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except for: (i) monetary liens of record unless Buyer is assuming those obligations or taking the Property subject to those obligations; and (ii) those matters which Seller has agreed to remove in writing. For any lien or matter not being transferred upon sale, Seller will take necessary action to deliver title free and clear of such lien or matter.
- C. **DISCLOSURE TO BUYER:** Seller shall, within the time specified in paragraph 3N(1), disclose to Buyer all matters known to Seller affecting title, whether of record or not.
- D. **FEDERAL REPORTING REQUIREMENT - GEOGRAPHIC TARGETING ORDER:** If Buyer is a legal entity and the Property purchase price is at least \$300,000 and the purchase price is made without a bank loan or similar form of external financing, a Geographic Targeting Order (GTO) issued by the Financial Crimes Enforcement Network, U.S. Department of the Treasury, requires title companies to collect and report certain information about the Buyer, depending on where the Property is located. Buyer agrees to cooperate with the title company's effort to comply with the GTO.
- E. **SELLER DELIVERY OF INFORMATION:** Seller shall, within 7 Days after request, give Escrow Holder necessary information to clear title.
- F. **DEED AND VESTING:** Buyer shall, after Close Of Escrow, receive a recorded grant deed or any other conveyance document required to convey title (or, for stock cooperative or long-term lease, an assignment of stock certificate or of Seller's leasehold interest), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's vesting instructions. The recording document shall contain Buyer's post-closing mailing address to enable Buyer's receipt of the recorded conveyance document from the County Recorder. **THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.**
- G. **TITLE INSURANCE POLICY:** Buyer shall receive an "ALTA Homeowner's Policy of Title Insurance" or equivalent policy of title insurance, if applicable to the type of property and buyer. Escrow Holder shall request this policy. If a ALTA Homeowner's Policy of Title Insurance is not offered, Buyer shall receive a CLTA Standard Coverage policy unless Buyer has chosen another policy and instructed Escrow Holder in writing of the policy chosen and agreed to pay any increase in cost. Buyer should consult with the Title Company about the availability, and difference in coverage, and cost, if any, between an ALTA Homeowner's Policy and a CLTA Standard Coverage policy and other title policies and endorsements. Buyer should receive notice from the Title Company on its Preliminary (Title) Report of the type of coverage offered. If Buyer is not notified on the Preliminary (Title) Report or is not satisfied with the policy offered, and Buyer nonetheless removes the contingency for Review of the Preliminary Report, Buyer will receive the policy as specified in this paragraph.
- 14. **TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS:** The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph by either Buyer or Seller must be exercised in good faith and in writing (C.A.R. Form CR-B, CR-S or CC).
  - A. **SELLER DELIVERY OF DOCUMENTS:** Seller shall, within the time specified in paragraph 3N(1), Deliver to Buyer all reports, disclosures and information ("Reports") for which Seller is responsible to provide to Buyer as specified in paragraphs 7A, 9B(6), 10, 11A, 11B, 11C, 11D, 11L, 11L, 11M, 11N, 11O, 11P, 13A, 13C, 24, and, if applicable, C.A.R. Form SWPI.
  - B. **BUYER REVIEW OF DOCUMENTS; REPAIR REQUEST; CONTINGENCY REMOVAL OR CANCELLATION**
    - (1) Buyer has the time specified in paragraph 3 to: (i) perform Buyer Investigations; review all disclosures, Reports, lease documents to be assumed by Buyer pursuant to paragraph 9B(6), and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property; and (ii) Deliver to Seller Signed Copies of Statutory and Other Disclosures Delivered by Seller in accordance with paragraph 11.
    - (2) Buyer may, within the time specified in paragraph 3L(3), request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to Buyer's requests (C.A.R. Form RR or RRRR). If Seller does not agree or does not respond, Buyer is not contractually entitled to have the repairs or other requests made and may only cancel based on contingencies in this Agreement.
    - (3) Buyer shall, by the end of the times specified in paragraph 3L (or as Otherwise Agreed), Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement (C.A.R. Form CR-B or CC). Buyer is advised not to remove contingencies related to review of documents until after the documents have been Delivered. If Delivery of any Report occurs after a contractual contingency pertaining to that Report has already been waived or removed, the Delivery of the Report does not revive the contingency but there may be a right to terminate for a subsequent or amended disclosure under paragraph 11H.
    - (4) **Continuation of Contingency:** Even after the end of the time specified in paragraph 3L and before Seller cancels, if at all, pursuant to paragraph 14C, Buyer retains the right, in writing, to either (i) remove remaining contingencies, or (ii) cancel this Agreement based on a remaining contingency. Once Buyer's written removal of contingency is Delivered to Seller before Seller cancels, Seller may not cancel this Agreement based on that contingency pursuant to paragraph 14C(1).
  - C. **SELLER RIGHT TO CANCEL:**
    - (1) **SELLER RIGHT TO CANCEL; BUYER CONTINGENCIES:** If, by the time specified in this Agreement, Buyer does not Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement, then Seller, after first Delivering to Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.
    - (2) **SELLER RIGHT TO CANCEL; BUYER CONTRACT OBLIGATIONS:** Seller, after first Delivering to Buyer a Notice to Buyer to Perform, may cancel this Agreement if, by the time specified in this Agreement, Buyer does not take the following action(s): (i) Deposit funds as required by paragraph 3D(1) or 3D(2) or if the funds deposited pursuant to paragraph 3D(1) or 3D(2) are not good when deposited; (ii) Deliver updated contact information for Buyer's lender(s) as required by paragraph 5C(3); (iii) Deliver a notice of FHA or VA costs or terms, if any, as specified by paragraph 5C(4) (C.A.R. Form RR); (iv) Deliver verification, or a satisfactory verification if Seller reasonably disapproves of the verification already provided, as required by paragraph 5B or 6A; (v) Deliver a letter as required by paragraph 6B; (vi) In writing assume or accept leases or liens specified in paragraph 8H; (vii) Return Statutory and Other Disclosures as required by paragraph 11G; (viii) Cooperate with the title company's effort to comply with the GTO as required by paragraph 13D; (ix) Provide evidence of authority to Sign in a representative capacity as specified in paragraph 24; (x) Sign or initial a separate liquidated damages form for an increased deposit as required by paragraph 29; or (xi) Perform any additional Buyer contractual obligation(s) included in this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer and other expenses already paid by Escrow Holder pursuant to this Agreement prior to Seller's cancellation.
    - (3) **SELLER RIGHT TO CANCEL; SELLER CONTINGENCIES:** Seller may cancel this Agreement by good faith exercise of any Seller contingency included in this Agreement, or Otherwise Agreed, so long as that contingency has not already been removed or waived in writing.



**D. BUYER RIGHT TO CANCEL:**

- (1) **BUYER RIGHT TO CANCEL; SELLER CONTINGENCIES:** If, by the time specified in this Agreement, Seller does not Deliver to Buyer a removal of the applicable contingency or cancellation of this Agreement, then Buyer, after first Delivering to Seller a Notice to Seller to Perform (C.A.R. Form NSP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer and other expenses already paid by Escrow Holder pursuant to this Agreement prior to Buyer's cancellation.
- (2) **BUYER RIGHT TO CANCEL; SELLER CONTRACT OBLIGATIONS:** If, by the time specified, Seller has not Delivered any item specified in paragraph 3N(1) or Seller has not performed any Seller contractual obligation included in this Agreement by the time specified, Buyer, after first Delivering to Seller a Notice to Seller to Perform, may cancel this Agreement.
- (3) **BUYER RIGHT TO CANCEL; BUYER CONTINGENCIES:** Buyer may cancel this Agreement by good faith exercise of any Buyer contingency included in paragraph 8, or Otherwise Agreed, so long as that contingency has not already been removed in writing.

**E. NOTICE TO BUYER OR SELLER TO PERFORM:** The Notice to Buyer to Perform or Notice to Seller to Perform shall: (i) be in writing; (ii) be Signed by the applicable Buyer or Seller; and (iii) give the other Party at least 2 Days after Delivery (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A Notice to Buyer to Perform or Notice to Seller to Perform may not be Delivered any earlier than 2 Days prior to the Scheduled Performance Day to remove a contingency or cancel this Agreement or meet an obligation specified in paragraph 14, except for Close of Escrow which shall be Delivered under the terms of paragraph 14G, whether or not the Scheduled Performance Day falls on a Saturday, Sunday or legal holiday. If a Notice to Buyer to Perform or Notice to Seller to Perform is incorrectly Delivered or specifies a time less than the agreed time, the notice shall be deemed invalid and void. However, if the notice is for multiple items, the notice shall be valid for all contingencies and contractual actions for which the Delivery of the notice is within the time permitted in the Agreement and void as to the others. Seller or Buyer shall be required to Deliver a new Notice to Buyer to Perform or Notice to Seller to Perform with the specified timeframe.

**F. EFFECT OF REMOVAL OF CONTINGENCIES:**

- (1) **REMOVAL OF BUYER CONTINGENCIES:** If Buyer removes any contingency or cancellation rights, unless Otherwise Agreed, Buyer shall conclusively be deemed to have: (i) completed all Buyer Investigations, and review of Reports and other applicable information and disclosures pertaining to that contingency or cancellation right; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility and expense for the non-delivery of any Reports, disclosures or information outside of Seller's control and for any Repairs or corrections pertaining to that contingency or cancellation right, or for the inability to obtain financing.
- (2) **REMOVAL OF SELLER CONTINGENCIES:** If Seller removes any contingency or cancellation rights, unless Otherwise Agreed, Seller shall conclusively be deemed to have: (i) satisfied themselves regarding such contingency, (ii) elected to proceed with the transaction; and (iii) given up any right to cancel this Agreement based on such contingency.

**G. DEMAND TO CLOSE ESCROW:** Before Buyer or Seller may cancel this Agreement for failure of the other Party to close escrow pursuant to this Agreement, Buyer or Seller must first Deliver to the other Party a Demand to Close Escrow (C.A.R. Form DCE). The DCE shall: (i) be Signed by the applicable Buyer or Seller; and (ii) give the other Party at least 3 Days after Delivery to close escrow. A DCE may not be Delivered any earlier than 3 Days prior to the Scheduled Performance Day for the Close Of Escrow. If a DCE is incorrectly Delivered or specifies a time less than the above timeframe, the DCE shall be deemed invalid and void, and Seller or Buyer shall be required to Deliver a new DCE.

**H. EFFECT OF CANCELLATION ON DEPOSITS:** If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, the Parties agree to Sign and Deliver mutual instructions to cancel the sale and escrow and release deposits, if any, to the Party entitled to the funds, less (i) fees and costs paid by Escrow Holder on behalf of that Party, if required by this Agreement; and (ii) any escrow fee charged to that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. A release of funds will require mutual Signed release instructions from the Parties, judicial decision or arbitration award. A Party may be subject to a civil penalty of up to \$1,000 for refusal to Sign cancellation instructions if no good faith dispute exists as to which Party is entitled to the deposited funds (Civil Code § 1057.3). Note: Neither Agents nor Escrow Holder are qualified to provide any opinion on whether either Party has acted in good faith or which Party is entitled to the deposited funds. Buyer and Seller are advised to seek the advice of a qualified California real estate attorney regarding this matter.

**15. REPAIRS:** Repairs shall be completed prior to final verification of condition unless Otherwise Agreed. Repairs to be performed at Seller's expense may be performed by Seller or through others, provided that the work complies with applicable Law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. Buyer acknowledges that exact restoration of appearance or cosmetic items following all Repairs may not be possible. Seller shall: (i) obtain invoices and paid receipts for Repairs performed by others; (ii) prepare a written statement indicating the Repairs performed by Seller and the date of such Repairs; and (iii) provide Copies of invoices and paid receipts and statements to Buyer prior to final verification of condition.

**16. FINAL VERIFICATION OF CONDITION:** Buyer shall have the right to make a final verification of the Property condition within the time specified in paragraph 3J, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: (i) the Property is maintained pursuant to paragraph 7B; (ii) Repairs have been completed as agreed; and (iii) Seller has complied with Seller's other obligations under this Agreement (C.A.R. Form VP).

**17. PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS:** Unless Otherwise Agreed, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, Seller rental payments to third parties, HOA regular assessments due prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and assessments that are now a lien. Seller shall pay any HOA special or emergency assessments due prior to Close Of Escrow. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and HOA special or emergency assessments that are due after Close Of Escrow. Property will be reassessed upon change of ownership. Any supplemental tax bills delivered to Escrow Holder prior to closing shall be prorated and paid as follows: (i) for periods after Close Of Escrow, by Buyer; and (ii) for periods prior to Close Of Escrow, by Seller (see C.A.R. Form SPT or SBSA for further information). Seller agrees all service fees, maintenance costs and utility bills will be paid current up and through the date of Close Of Escrow. TAX BILLS AND UTILITY BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER. Prorations shall be made based on a 30-day month.



**18. BROKERS AND AGENTS:****A. COMPENSATION:**

- (1) **Broker Compensation:** Seller or Buyer, or both, as applicable, agree to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. The amount of compensation, if a percentage, will be based on the final purchase price. Buyer is advised that Buyer's Broker should not receive compensation from any source in excess of the amount in the buyer representation agreement. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer.
- (2) **Third party beneficiary:** Seller acknowledges and agrees that Buyer's Broker is a third-party beneficiary of this Agreement and may pursue Seller for failure to pay the amount specified in this Agreement.

- B. SCOPE OF DUTY:** Buyer and Seller acknowledge and agree that Agent: (i) Does not decide what price Buyer should pay or Seller should accept; (ii) Does not guarantee the condition of the Property; (iii) Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; (iv) Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; (v) Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Agent; (vi) Shall not be responsible for inspecting public records or permits concerning the title or use of Property; (vii) Shall not be responsible for identifying the location of boundary lines or other items affecting title; (viii) Shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; (ix) Shall not be responsible for determining the fair market value of the Property or any personal property included in the sale; (x) Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and (xi) Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.

**19. JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:**

- A. ESCROW INSTRUCTION PARAGRAPHS:** The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder, which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow: paragraphs 1, 3A, 3B, 3D-G, 3N(2), 3Q, 3R, 4A, 4B, 5A(1-2) 5D, 5E, 10B(2)(A), 10B(3), 10C, 11, 11M(2), 13 (except 13C), 14H, 17, 18A, 19, 23, 24, 25, 28, 32, and 33. The terms and conditions of this Agreement not set forth in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned.
- B. ESCROW HOLDER GENERAL PROVISIONS:** Buyer and Seller will receive Escrow Holder's general provisions, if any, directly from Escrow Holder. To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller shall Sign and return Escrow Holder's general provisions or supplemental instructions within the time specified in paragraph 3N(2). Buyer and Seller shall execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow and, as directed by Escrow Holder, within 3 Days, shall pay to Escrow Holder or HOA or HOA management company or others any fee required by paragraphs 3, 8, 10, 11, or elsewhere in this Agreement.
- C. COPIES; STATEMENT OF INFORMATION; TAX WITHHOLDING INSTRUCTIONS:** A Copy of this Agreement including any counter offer(s) and addenda shall be delivered to Escrow Holder within 3 Days after Acceptance. Buyer and Seller authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs this Agreement. Escrow Holder shall provide Seller's Statement of Information to Title Company when received from Seller, if a separate company is providing title insurance. If Seller delivers an affidavit to Escrow Holder to satisfy Seller's FIRPTA obligation under paragraph 11, Escrow Holder shall deliver to Buyer, Buyer's Agent, and Seller's Agent a Qualified Substitute statement that complies with federal Law. If Escrow Holder's Qualified Substitute statement does not comply with federal law, the Parties instruct escrow to withhold all applicable required amounts under paragraph 11.
- D. BROKER COMPENSATION:**
- (1) **PAYMENT:** Agents are not a party to the escrow, except for Brokers for the sole purpose of compensation pursuant to paragraph 18A. If a Copy of the separate compensation agreement(s), including if applicable paragraph 3G(3) of this Agreement, is deposited with Escrow Holder by Agent, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). Buyer's obligation to pay Buyer's Broker shall be offset by any amount that Seller pays Buyer's Broker. Buyer and Seller irrevocably assign to Brokers compensation specified in paragraph 18A, and irrevocably instruct Escrow Holder to disburse those funds to Brokers at Close Of Escrow or pursuant to any other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written consent of Brokers. Buyer and Seller shall release and hold harmless Escrow Holder from any liability resulting from Escrow Holder's payment to Broker(s) of compensation pursuant to this Agreement.
- (2) **COMPENSATION DISCLOSURE:** Escrow Holder shall provide to Buyer a closing statement or other written documentation disclosing the amount of compensation paid to Buyer's Broker. Escrow Holder shall provide to Seller a closing statement or other written documentation disclosing: (i) the amount of compensation paid to Seller's Broker; and (ii) if applicable pursuant to paragraph 3G(3) or other mutual instruction of the parties, the amount paid by Seller for Buyer's Broker compensation. Escrow Holder's obligation pursuant to paragraph 19D, is not intended to alter any preexisting practice of Escrow Holder to issue, as applicable, joint or separate closing statements. Escrow Holder's obligation pursuant to paragraph 19D is independent of, but may be satisfied by, any closing statement mandated by Buyer's lender.
- E. INVOICES:** Buyer and Seller acknowledge that Escrow Holder may require invoices for expenses under this Agreement. Buyer and Seller, upon request by Escrow Holder, within 3 Days or within a sufficient time to close escrow, whichever is sooner, shall provide any such invoices to Escrow Holder.
- F. VERIFICATION OF DEPOSIT:** Upon receipt, Escrow Holder shall provide Buyer, Seller, and each Agent verification of Buyer's deposit of funds pursuant to paragraph 5A(1) and C.A.R. Form IDA. Once Escrow Holder becomes aware of any of the following, Escrow Holder shall immediately notify each Agent: (i) if Buyer's initial or any additional deposit or down payment is not made pursuant to this Agreement, or is not good at time of deposit with Escrow Holder; or (ii) if Buyer and Seller instruct Escrow Holder to cancel escrow.
- G. DELIVERY OF AMENDMENTS:** A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within 3 Days after mutual execution of the amendment.



20. **SELECTION OF SERVICE PROVIDERS:** Agents do not guarantee the performance of any vendors, service or product providers ("Providers"), whether referred by Agent or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.
21. **MULTIPLE LISTING SERVICE ("MLS"):** Agents are authorized to report to the MLS that an offer has been accepted and, upon Close Of Escrow, the sales price and other terms of this transaction shall be provided to the MLS to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS. Buyer acknowledges that: (i) any pictures, videos, floor plans (collectively, "Images") or other information about the Property that has been or will be input into the MLS or internet portals, or both, at the instruction of Seller or in compliance with MLS rules, will not be removed after Close Of Escrow; (ii) California Civil Code § 1088(c) requires the MLS to maintain such Images and information for at least three years and as a result they may be displayed or circulated on the Internet, which cannot be controlled or removed by Seller or Agents; and (iii) Seller, Seller's Agent, Buyer's Agent, and MLS have no obligation or ability to remove such Images or information from the Internet.
22. **ATTORNEY FEES AND COSTS:** In any Legal Action between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorney fees and costs from the non-prevailing Buyer or Seller, except as provided in **paragraph 30A**.
23. **ASSIGNMENT/NOMINATION:** Buyer shall have the right to assign all of Buyer's interest in this Agreement to Buyer's wholly-owned entity or trust that exists at the time of such assignment. Otherwise, Buyer shall not assign all or any part of Buyer's interest in this Agreement without first obtaining Seller's separate written consent to a specified assignee (C.A.R. Form AOAA). Buyer shall, within the time specified in **paragraph 3K**, Deliver to Seller any request to assign this Agreement. Seller shall not unreasonably withhold such consent. Prior to any assignment, Buyer shall disclose to Seller the name of the assignee and the amount of any monetary consideration between Buyer and assignee. Seller's withholding of consent shall be deemed reasonable if: (i) Buyer is to receive any monetary or other consideration for the assignment; (ii) Buyer makes any misrepresentation(s) to Seller about any aspect of the assignment; or (iii) Buyer Delivers an assignment request to Seller after the time specified in **paragraph 3K**. Buyer shall provide assignee with all documents related to this Agreement including, but not limited to, the Agreement and any disclosures. If assignee is Buyer's wholly-owned entity or trust, that assignee does not need to re-sign or initial all documents provided. Whether or not an assignment requires seller's consent, at the time of assignment, assignee shall deliver a letter from assignee's lender stating assignee is preapproved or prequalified as specified in **paragraph 6B**. Should assignee fail to deliver such letter, Seller, after first giving assignee a Notice to Buyer to Perform, may terminate the assignment. Any total or partial assignment shall not relieve Buyer of Buyer's obligations pursuant to this Agreement unless Otherwise Agreed by Seller. Parties shall provide any assignment agreement to Escrow Holder within **1 Day** after the assignment. Any nomination by Buyer shall be subject to the same procedures, requirements, and terms as an assignment, as specified in this paragraph.
24. **LEGALLY AUTHORIZED SIGNER:** Wherever the signature or initials of the Legally Authorized Signer identified in **paragraphs 32** or **33** appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Legally Authorized Signer (i) represents that the entity for which that person is acting already exists and is in good standing to do business in California; and (ii) shall Deliver to the other Party and Escrow Holder, within **3 Days** after Acceptance, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code § 18100.5)), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).
25. **DEFINITIONS and INSTRUCTIONS:** The following words are defined terms in this Agreement, shall be indicated by initial capital letters throughout this Agreement, and have the following meaning whenever used:
- "Acceptance" means the time the offer or final counter offer is fully executed, in writing, by the recipient Party and is Delivered to the offering Party or that Party's Authorized Agent.
  - "Agent" means the Broker, salesperson, broker-associate or any other real estate licensee licensed under the brokerage firm identified in **paragraph 2B**.
  - "Agreement" means this document and any counter offers and any incorporated addenda or amendments, collectively forming the binding agreement between the Parties. Addenda and amendments are incorporated only when Signed and Delivered by all Parties.
  - "As-Is" condition: Seller shall disclose known material facts and defects as specified in this Agreement. Buyer has the right to inspect the Property and, within the time specified, request that Seller make repairs or take other corrective action, or exercise any contingency cancellation rights in this Agreement. Seller is only required to make repairs specified in this Agreement or as Otherwise Agreed.
  - "Authorized Agent" means an individual real estate licensee specified in the Real Estate Broker Section.
  - "C.A.R. Form" means the most current version of the specific form referenced or another comparable form agreed to by the Parties.
  - "Close Of Escrow", including "COE", means the date the grant deed, or other evidence of transfer of title, is recorded for any real property, or the date of Delivery of a document evidencing the transfer of title for any non-real property transaction.
  - "Copy" means copy by any means including photocopy, facsimile and electronic.
  - Counting Days is done as follows unless Otherwise Agreed: (1) The first Day after an event is the first full calendar date following the event, and ending at 11:59 pm. For example, if a Notice to Buyer to Perform (C.A.R. form NBP) is Delivered at 3 pm on the 7th calendar day of the month, or Acceptance of a counter offer is personally received at 12 noon on the 7th calendar day of the month, then the 7th is Day "0" for purposes of counting days to respond to the NBP or calculating the Close Of Escrow date or contingency removal dates and the 8th of the month is Day 1 for those same purposes. (2) All calendar days are counted in establishing the first Day after an event. (3) All calendar days are counted in determining the date upon which performance must be completed, ending at 11:59 pm on the last day for performance ("Scheduled Performance Day"). (4) Consistent with California Civil Code § 11, after Acceptance, if the Scheduled Performance Day for any act required by this Agreement, including Close Of Escrow, lands on a Saturday, Sunday, or Legal Holiday, the performing party shall be allowed to perform on the next day that is not a Saturday, Sunday or Legal Holiday ("Allowable Performance Day"), and ending at 11:59 pm. "Legal Holiday" shall mean any holiday or optional bank holiday under Civil Code §§ 7 and 7.1, any holiday under Government Code § 6700. (5) For the purposes of COE, any day that the Recorder's office in the County where the Property is located is closed or any day that the lender or Escrow Holder under this Agreement is closed, the COE shall occur on the next day the Recorder's office in that County, the lender, and the Escrow Holder is open. (6) COE is considered Day 0 for purposes of counting days Seller is allowed to remain in possession, if permitted by this Agreement.
  - "Day" or "Days" means calendar day or days. However, delivery of deposit to escrow is based on business days.



- K. "Deliver", "Delivered" or "Delivery" of documents, unless Otherwise Agreed, means and shall be effective upon personal receipt of the document by Buyer or Seller or their Authorized Agent. Personal receipt means (i) a Copy of the document, or as applicable, link to the document, is in the possession of the Party or Authorized Agent, regardless of the Delivery method used (i.e. e-mail, text, other). A document, or as applicable link to a document, shall be deemed to be "in possession" if it is located in the in-box for the applicable Party or Authorized Agent; or (ii) an Electronic Copy of the document, or as applicable, link to the document, has been sent to the designated electronic delivery address specified in the Real Estate Broker Section, unless Otherwise Agreed in C.A.R. Form DEDA. After Acceptance, Agent may change the designated electronic delivery address for that Agent by, in writing, Delivering notice of the change in designated electronic delivery address to the other Party (C.A.R. Form DEDA). Links could be, for example, to DropBox or Google Drive or other functionally equivalent program. If the recipient of a link is unable or unwilling to open the link or download the documents or otherwise prefers Delivery of the documents directly, Recipient of a link shall notify the sender in writing, within 3 Days after Delivery of the link (C.A.R. Form RFR). In such case, Delivery shall be effective upon Delivery of the documents and not the link. Failure to notify sender within the time specified above shall be deemed consent to receive, and recipient opening, the document by link.
  - L. "Electronic Copy" or "Electronic Signature" means, as applicable, an electronic copy or signature complying with California Law. Unless Otherwise Agreed, Buyer and Seller agree to the use of Electronic Signatures. Buyer and Seller agree that electronic means will not be used by either Party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other Party.
  - M. "Law" means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.
  - N. "Legal Action" means a lawsuit or legal proceeding in arbitration or court.
  - O. "Legally Authorized Signer" means an individual who has authority to Sign for the principal as specified in paragraph 32 or paragraph 33.
  - P. "Otherwise Agreed" means an agreement in writing, signed by both Parties and Delivered to each.
  - Q. "Repairs" means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.
  - R. "Sign" or "Signed" means either a handwritten or Electronic Signature on an original document, Copy or any counterpart.
26. **EQUAL HOUSING OPPORTUNITY:** The Property is sold in compliance with federal, state and local anti-discrimination Laws.
27. **TERMS AND CONDITIONS OF OFFER:** This is an offer to purchase the Property on the terms and conditions herein. The individual Liquidated Damages and Arbitration of Disputes paragraphs are incorporated in this Agreement if initialed by all Parties or if incorporated by mutual agreement in a counter offer or addendum. **If at least one but not all Parties initial, a counter offer is required until agreement is reached.** Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to Acceptance and to market the Property for backup offers after Acceptance. The Parties have read and acknowledge receipt of a Copy of the offer and agree to the confirmation of agency relationships. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be Signed in two or more counterparts, all of which shall constitute one and the same writing. By Signing this offer or any document in the transaction, the Party Signing the document is deemed to have read the document in its entirety.
28. **TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the Parties are incorporated in this Agreement. Its terms are intended by the Parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Except as Otherwise Agreed, this Agreement shall be interpreted, and disputes shall be resolved in accordance with the Laws of the State of California. **Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.**

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PROCEED TO NEXT PAGE**



29. LIQUIDATED DAMAGES (By initialing in the space below, you are agreeing to Liquidated Damages):  
If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. If the Property is a dwelling with no more than four units, one of which Buyer intends to occupy, then the amount retained shall be no more than 3% of the purchase price. Any excess shall be returned to Buyer. Release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award. AT THE TIME OF ANY INCREASED DEPOSIT BUYER AND SELLER SHALL SIGN A SEPARATE LIQUIDATED DAMAGES PROVISION INCORPORATING THE INCREASED DEPOSIT AS LIQUIDATED DAMAGES (C.A.R. FORM DID).

Buyer's Initials M I C

Seller's Initials AR

30. MEDIATION:

- A. The Parties agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action. The mediation shall be conducted through the C.A.R. Dispute Resolution Center for Real Estate ([www.consumermediation.org](http://www.consumermediation.org)) or through any other mediation provider or service mutually agreed to by the Parties. The Parties also agree to mediate any disputes or claims with Agents(s), who, in writing, agree to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to the Agent. Mediation fees, if any, shall be divided equally among the Parties involved, and shall be recoverable under the prevailing party attorney fees clause. If, for any dispute or claim to which this paragraph applies, any Party (i) commences Legal Action without first attempting to resolve the matter through mediation, or (ii) before commencement of Legal Action, refuses to mediate after a request has been made, then that Party shall not be entitled to recover attorney fees, even if they would otherwise be available to that Party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.
- B. ADDITIONAL MEDIATION TERMS: (i) Exclusions from this mediation agreement are specified in paragraph 31B; (ii) The obligation to mediate does not preclude the right of either Party to seek a preservation of rights under paragraph 31C; and (iii) Agent's rights and obligations are further specified in paragraph 31D. These terms apply even if the Arbitration of Disputes paragraph is not initialed.

31. ARBITRATION OF DISPUTES:

- A. The Parties agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The Parties also agree to arbitrate any disputes or claims with Agents(s), who, in writing, agree to such arbitration prior to, or within a reasonable time after, the dispute or claim is presented to the Agent. The arbitration shall be conducted through any arbitration provider or service mutually agreed to by the Parties. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of residential real estate Law experience, unless the Parties mutually agree to a different arbitrator. Enforcement of, and any motion to compel arbitration pursuant to, this agreement to arbitrate shall be governed by the procedural rules of the Federal Arbitration Act, and not the California Arbitration Act, notwithstanding any language seemingly to the contrary in this Agreement. The Parties shall have the right to discovery in accordance with Code of Civil Procedure § 1283.05. The arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction.
- B. EXCLUSIONS: The following matters are excluded from mediation and arbitration: (i) Any matter that is within the jurisdiction of a probate, small claims or bankruptcy court; (ii) an unlawful detainer action; and (iii) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code § 2985.
- C. PRESERVATION OF ACTIONS: The following shall not constitute a waiver nor violation of the mediation and arbitration provisions: (i) the filing of a court action to preserve a statute of limitations; (ii) the filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, provided the filing party concurrent with, or immediately after such filing makes a request to the court for a stay of litigation pending any applicable mediation or arbitration proceeding; or (iii) the filing of a mechanic's lien.
- D. AGENTS: Agents shall not be obligated nor compelled to mediate or arbitrate unless they agree to do so in writing. Any Agents(s) participating in mediation or arbitration shall not be deemed a party to this Agreement.
- E. "NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."  
  
"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Buyer's Initials M I C

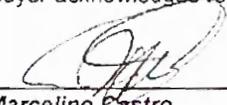
Seller's Initials AR



32. OFFER

- A. **EXPIRATION OF OFFER:** This offer shall be deemed revoked and the deposit, if any, shall be returned to Buyer unless by the date and time specified in paragraph 3C, the offer is Signed by Seller and a Copy of the Signed offer is Delivered to Buyer or Buyer's Authorized Agent. Seller has no obligation to respond to an offer made.
- B.  **ENTITY BUYERS:** (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)
  - (1) **Non-Individual (entity) Buyers:** One or more Buyers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.
  - (2) **Full entity name:** The following is the full name of the entity (if a trust, enter the complete trust name; if under probate, enter full name of the estate, including case #): \_\_\_\_\_
  - (3) **Contractual Identity of Buyer:** For purposes of this Agreement, when the name described below is used, it shall be deemed to be the full entity name.
    - (A) If a trust: The trustee(s) of the trust or a simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust);
    - (B) If Property is sold under the jurisdiction of a probate court: The name of the executor or administrator, or a simplified probate name (John Doe, executor, or Estate (or Conservatorship) of John Doe).
  - (4) **Legally Authorized Signer:**
    - (A) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not for him/herself as an individual. See paragraph 24 for additional terms.
    - (B) The name(s) of the Legally Authorized Signer(s) is/are: \_\_\_\_\_
- C. The RPA has 17 pages. Buyer acknowledges receipt of, and has read and understands, every page and all attachments that make up the Agreement.

D. BUYER SIGNATURE(S):

(Signature) By,  Date: 01-12-26  
 Printed name of BUYER: Marcelino Castro  
 Printed Name of Legally Authorized Signer: \_\_\_\_\_ Title, if applicable, \_\_\_\_\_  
 (Signature) By, \_\_\_\_\_ Date: \_\_\_\_\_  
 Printed name of BUYER: \_\_\_\_\_  
 Printed Name of Legally Authorized Signer: \_\_\_\_\_ Title, if applicable, \_\_\_\_\_  
 IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

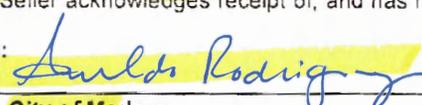
33. ACCEPTANCE

- A. **ACCEPTANCE OF OFFER:** Seller warrants that Seller is the owner of the Property or has the authority to execute this Agreement. Seller accepts the above offer and agrees to sell the Property on the above terms and conditions. Seller has read and acknowledges receipt of a Copy of this Agreement and authorizes Agent to Deliver a Signed Copy to Buyer. Seller's acceptance is subject to the attached Counter Offer or Back-Up Offer Addendum, or both, checked below. Seller shall return and include the entire agreement with any response.
  - Seller Counter Offer (C.A.R. Form SCO or SMCO)
  - Back-Up Offer Addendum (C.A.R. Form BUO)

- B.  **ENTITY SELLERS:** (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure form (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)
  - (1) **Non-Individual (entity) Sellers:** One or more Sellers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.
  - (2) **Full entity name:** The following is the full name of the entity (if a trust, enter the complete trust name; if under probate, enter full name of the estate, including case #): City of Madera
  - (3) **Contractual Identity of Seller:** For purposes of this Agreement, when the name described below is used, it shall be deemed to be the full entity name.
    - (A) If a trust: The trustee(s) of the trust or a simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust);
    - (B) If Property is sold under the jurisdiction of a probate court: The name of the executor or administrator, or a simplified probate name (John Doe, executor, or Estate (or Conservatorship) of John Doe).
  - (4) **Legally Authorized Signer:**
    - (A) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not for him/herself as an individual. See paragraph 24 for additional terms.
    - (B) The name(s) of the Legally Authorized Signer(s) is/are: Arnoldo Rodriguez

C. The RPA has 17 pages. Seller acknowledges receipt of, and has read and understands, every page and all attachments that make up the Agreement.

D. SELLER SIGNATURE(S):

(Signature) By,  Date: 2/4/26  
 Printed name of SELLER: City of Madera  
 Printed Name of Legally Authorized Signer: Arnoldo Rodriguez Title, if applicable, City Manager  
 (Signature) By, \_\_\_\_\_ Date: \_\_\_\_\_  
 Printed name of SELLER: \_\_\_\_\_  
 Printed Name of Legally Authorized Signer: \_\_\_\_\_ Title, if applicable, \_\_\_\_\_  
 IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).



**REAL ESTATE BROKERS SECTION**

1. Real Estate Agents are not parties to the Agreement between Buyer and Seller.
2. Agency relationships are confirmed as stated in paragraph 2.
3. Presentation of Offer: Pursuant to the National Association of REALTORS® Standard of Practice 1-7, if Buyer's Agent makes a written request, Seller's Agent shall confirm in writing that this offer has been presented to Seller.
4. Agents' Signatures and designated electronic delivery address:

A. Buyer's Brokerage Firm Park Place Real Estate DRE Lic. # 02104118  
 By [Signature] Rosa Ochoa DRE Lic. # 01907113 Date 1/12/26  
 By \_\_\_\_\_ DRE Lic. # \_\_\_\_\_ Date \_\_\_\_\_  
 Address 418 Clovis Ave City Clovis State CA Zip 93612  
 Email rosa@parkplaceagents.com Phone # (559)718-4056

- More than one agent from the same firm represents Buyer. Additional Agent Acknowledgement (C.A.R. Form AAA) attached.
- More than one brokerage firm represents Buyer. Additional Broker Acknowledgement (C.A.R. Form ABA) attached.

Designated Electronic Delivery Address(es): Email above or \_\_\_\_\_  
 Attached DEDA: If Parties elect to have an alternative Delivery method, such method may be indicated on C.A.R. Form DEDA.

B. Seller's Brokerage Firm Realty Concepts, Ltd. - Fresno DRE Lic. # 01100967  
 By \_\_\_\_\_ Alyson C. Jansen DRE Lic. # DRE #01700976 Date \_\_\_\_\_  
 By \_\_\_\_\_ DRE Lic. # \_\_\_\_\_ Date \_\_\_\_\_  
 Address 575 E. Alluvial Ste. 101 City Fresno State CA Zip 93720  
 Email ajansen@realtyconcepts.com Phone # (559)903-3028

- More than one agent from the same firm represents Seller. Additional Agent Acknowledgement (C.A.R. Form AAA) attached.
- More than one brokerage firm represents Seller. Additional Broker Acknowledgement (C.A.R. Form ABA) attached.

Designated Electronic Delivery Address(es) (To be filled out by Seller's Agent): Email above or \_\_\_\_\_  
 Attached DEDA: If Parties elect to have an alternative Delivery method, such method may be indicated on C.A.R. Form DEDA.

Buyer's Initials X M I X C Seller's Initials A R I

**ESCROW HOLDER ACKNOWLEDGMENT:**

Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked,  a deposit in the amount of \$ \_\_\_\_\_), Counter Offer numbers \_\_\_\_\_ and \_\_\_\_\_, and agrees to act as Escrow Holder subject to paragraph 19 of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions.

Escrow Holder is advised by \_\_\_\_\_ that the date of Acceptance of the Agreement is \_\_\_\_\_

Escrow Holder \_\_\_\_\_ Escrow # \_\_\_\_\_  
 By \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_  
 Phone/Fax/E-mail \_\_\_\_\_

Escrow Holder has the following license number # \_\_\_\_\_

- Department of Financial Protection and Innovation,  Department of Insurance,  Department of Real Estate.

PRESENTATION OF OFFER: [Signature] Seller's Brokerage Firm presented this offer to Seller on 1/13/26 (date).  
 Agent or Seller Initials

OFFER NOT ACCEPTED: / No Counter Offer is being made. This offer was not accepted by Seller \_\_\_\_\_ (date).  
 Seller's Initials

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MANUFACTURED OR MOBILE HOME PURCHASE ADDENDUM

(C.A.R. Form MH-PA, Revised 6/24)

PARK PLACE REAL ESTATE

The following terms and conditions are hereby incorporated in and made a part of the Purchase Agreement, OR [ ] Other: ("Agreement"), dated 11/2/2026 on property known as 1218 E Cleveland Avenue 19, Madera, CA 93638 ("Property"), in which City of Madera is referred to as ("Seller") and Marcelino Castro is referred to as ("Buyer"). This addendum is to be used for the purchase of any manufactured home or mobile home ("Manufactured Home"). Buyer and Seller are referred to as the "Parties."

1. TYPE OF MANUFACTURED HOME: (Check the applicable box below: paragraphs A1, A2 or B.) (Check ONLY one box.)

A. PERSONAL PROPERTY MANUFACTURED HOME:

(1) [X] A Manufactured Home On Leased Or Rented Land (complete paragraph 2)

Space Number 19 Park Name Meadows Mobile Home Park Park Address 1218 E Cleveland Ave City Madera County CA Zip 93638

OR (2) [ ] A Manufactured Home To Be Sold with Real Property (complete paragraph 2).

Real Property Situated in City County CA Zip Assessor's Parcel No.

PURCHASE PRICE ALLOCATED AS FOLLOWS:

Manufactured Home \$

Real Property \$

OR B. [ ] A REAL PROPERTY MANUFACTURED HOME situated in (also complete applicable parts of paragraph 2):

City County CA Zip Assessor's Parcel No.

A real property manufactured home is one that meets the following requirements:

- (i) A building permit is obtained from local authorities pursuant to Health and Safety Code § 18551; (ii) the manufactured home is affixed to a foundation pursuant to Health and Safety Code § 18551; (iii) a certificate of occupancy is issued by local authorities; and (iv) there is recordation with the local authorities of a form pursuant to Health and Safety Code § 18551.

2. ADDITIONAL DESCRIPTION:

Manufacturer's Name Model Skyline B425 Date Of Manufacture 2016 Date Of First Sale

Property is: [ ] On Local Property Tax Roll or [ ] Annual Registration and in Lieu Tax, (sale/use tax may apply). Property shall be registered with the Department of Housing and Community Development ("HCD"), which must be notified upon sale, unless

(i) Property has been converted to real property and title and registration surrendered to HCD or (ii) otherwise specified in writing.

Approximate Width Approximate Length (Without Hitch) Expando Size

HCD/HUD License/Decal Number: LBM8005

SERIAL NUMBERS: 1. U7D04081A 2. 3.

HCD/HUD Label/Insignia: 1. PFS116632T 2. 3.

3. ADDITIONAL SELLER FINANCING TERMS: The following terms apply ONLY to financing of a personal property manufactured home extended by Seller under this Agreement. Buyer's security agreement and other appropriate documents shall incorporate and implement the following additional terms: (i) a clause requiring Buyer to comply with the terms of any rental/lease agreement entered into between Buyer and Park Owner/Landlord/Homeowners' Association (HOA) and to deliver to Seller a Copy of any modifications to the rental/lease agreement within 30 days of Buyer's receipt; (ii) a clause requiring Buyer to provide Seller a written 30-day notice prior to relocating the Property; and (iii) a clause prohibiting Buyer from installing the manufactured home on a permanent foundation system or otherwise affixing the manufactured home to land in any way that could alter its legal character as personal property, without Seller's prior written consent.

4. ASSUMPTION: IF THIS IS AN ASSUMPTION OF A VA OR CAL VET LOAN, THE SALE IS CONTINGENT UPON SELLER RECEIVING A RELEASE OF LIABILITY AND SUBSTITUTION OF ELIGIBILITY, UNLESS OTHERWISE AGREED IN WRITING.

5. CAUTION: Obligations secured by mixed collateral (i.e; both personal and real property) are subject to complex rules and court decisions under the Civil Code, Commercial Code, and Code of Civil Procedure. Buyer and Seller are strongly cautioned to consult legal counsel in connection with the securing and enforcement of such obligations.

6. ADDITIONAL ALLOCATION OF COSTS (if both is checked, costs to be split equally unless Otherwise Agreed):

A. HCD fees for providing registration and title documents: Paid by [ ] Buyer [X] Seller [ ] Both

B. Use Tax charged at the point of sale: Paid by [ ] Buyer [X] Seller [ ] Both

7. SELLER DOCUMENTATION AND ADDITIONAL DISCLOSURE: Within the time specified for Delivery of Documents in the Agreement to which this Addendum is attached, Seller shall Deliver to Buyer, in writing, the following disclosure documentation and information:

A. REAL PROPERTY MANUFACTURED HOME: Manufactured homes, even when converted to real property, must comply with HCD permit and approval requirements for alterations and repairs. If known to Seller, Seller shall disclose any alterations or repairs done without HCD permits or approvals.

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MH-PA REVISED 6/24 (PAGE 1 OF 2) Buyer's Initials X M X C

Seller's Initials A R



MANUFACTURED OR MOBILE HOME PURCHASE ADDENDUM (MH-PA PAGE 1 OF 2)

- B. ADDITIONAL REAL PROPERTY DISCLOSURES:** If the Property is or includes real property, Seller shall disclose to Buyer the existence of any of the following items of which Seller has actual knowledge: (i) whether the Property is subject to restrictions for agricultural use pursuant to the Williamson Act (Government Code §§ 51200-51295); (ii) whether the Property is in, or adjacent to, and area with Right to Farm rights (Civil Code § 3482.5 and § 3482.6); (iii) the presence of endangered, threatened, "candidate" species or wetlands on the Property; (iv) any features of the Property shared in common with adjoining landowners, such as walls, fences, roads and driveways, whose use or responsibility for maintenance may have an effect on the Property; and (v) any abandoned mining operations on the Property.
- C. SMOKE DETECTOR:** Available manufacturer's information describing the operation, method and frequency of testing and property maintenance of any smoke alarm.
- D. MANUFACTURED HOME AND MOBILE HOME TRANSFER DISCLOSURE STATEMENT:** As applicable, all references to the Real Estate Transfer Disclosure Statement (TDS) in the Agreement to which this Addendum is attached, shall be read as, and shall mean, the Manufactured Home and Mobile Home: Transfer Disclosure Statement (MHTDS).
- 8. RESIDENCY APPLICATION AND PARK RULES FOR PROPERTY LOCATED ON LEASED OR RENTED LAND:**
- A.** Buyer's approval of the lease or rental agreement is a contingency of the Agreement. Within the time specified in the Agreement for removal of the Investigation of Property contingency or **5 Days** after Delivery of the Park rules and regulation, whichever occurs last, Buyer shall Deliver to Seller Buyer's written approval of Park rules and regulations.
- B.** Buyer shall, within **5 (or \_\_\_\_\_) Days** after Acceptance, submit a completed residency application, and other required information, to Park/Landlord/HOA.
- C.** Buyer obtaining residency approval is a contingency of the Agreement in favor of Buyer. Such approval shall be obtained **5 (or \_\_\_\_\_) Days** prior to Close Of Escrow. If approval is not obtained prior to this time, Buyer may cancel the Agreement. If Buyer removes this contingency without first having obtained park approval, and the park rejects the Buyer's residency application, Buyer understands that Buyer may be contractually obligated to complete the purchase even though Buyer may be required to remove the home from the park.
- 9. PARK CONDITIONS FOR CLOSING:** If completion of repairs or improvements are required by the Park pursuant to Civil Code § 798.73.5 as a condition for closing and approval of the sale to Buyer, then further written agreement between Buyer and Seller regarding the payment of the costs of such repairs or improvements is required. If agreement is not reached within the time for removal of the Investigation of Property contingency or **5 Days** after Delivery of the Park conditions for closing, whichever occurs later, then either Party may cancel this Agreement.
- 10. SELLER ASSIGNMENT OR SUBLET:** Seller is not assigning or subletting the space the manufactured home occupies in its present location.
- 11. CAUTION; OCCUPANCY AND CONDITION OF PROPERTY:**
- A.** Notwithstanding that the Agreement to which this Addendum is attached may provide that the Property is sold "AS IS", Buyer and Seller acknowledge that: (i) Sellers not using a licensed real estate agent or a licensed manufactured home dealer are prohibited from selling a personal property manufactured home "AS IS" unless the manufactured home meets, as applicable, the requirements of HCD or the National Manufactured Housing Construction and Safety Standards Act of 1974; and (ii) the licensed real estate agent or manufactured home dealer, if any, must conduct a reasonably competent and diligent visual inspection of the home and disclose material facts that such an investigation would reveal.
- B. OCCUPYING A USED MANUFACTURED HOME OR MOBILEHOME:** Even though a manufactured home or mobilehome may be sold in its present physical condition, the Mobilehome Parks Act (Health and Safety Code §§ 18200 through 18700) prohibits the occupancy of a manufactured home or mobilehome wherever located not meeting certain standards. Those standards are set forth in Health and Safety Code § 18550 as follows:  
 "It is unlawful for any person to use or cause, or permit to be used for occupancy, any of the following manufactured homes or mobilehomes wherever the manufactured homes or mobilehomes are located...:  
 (1) Any manufactured home or mobilehome, supplied with fuel, gas, water, electricity, or sewage connections unless the connections and installations conform to regulations of the department.  
 (2) Any manufactured home or mobilehome that is permanently attached with underpinning or foundation to the ground, except for a manufactured home or mobilehome bearing a department insignia or federal label, that is installed in accordance with this part.  
 (3) Any manufactured home or mobilehome that does not conform to the registration requirements of the department.  
 (4) Any manufactured home, mobilehome in an unsafe or unsanitary condition.  
 (5) Any manufactured home, mobilehome that is structurally unsound and does not protect its occupants against the elements."
- C. BROKER RECOMMENDATION:** Broker recommends Buyer obtain an inspection to determine if the Property is in compliance with the above requirements. Broker does not have expertise in this area.

By signing below Buyer and Seller acknowledge that each has read, understands, has received a copy of, and agrees to the terms of this Manufactured or Mobile Home Purchase Addendum.

Buyer X \_\_\_\_\_ *Marcelino Castro* Date 01-12-26  
 Buyer X \_\_\_\_\_ Date \_\_\_\_\_  
 Seller *Aurdo Rodriguez* \_\_\_\_\_ *City of Madera* Date 2/4/26  
 Seller \_\_\_\_\_ Date \_\_\_\_\_

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MH-PA REVISED 6/24 (PAGE 2 OF 2)

MANUFACTURED OR MOBILE HOME PURCHASE ADDENDUM (MH-PA PAGE 2 OF 2)

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Marcelino Castro



# FEDERAL REPORTING REQUIREMENT PURCHASE ADDENDUM

(C.A.R. Form FRR-PA, 10/25)

The following terms and conditions are hereby incorporated in and made a part of the Purchase Agreement ("Agreement"), dated \_\_\_\_\_, on property known as 1218 E Cleveland Avenue 19, Madera, CA 93638, ("Property") in which \_\_\_\_\_ City of Madera is referred to as ("Seller") and \_\_\_\_\_ Marcelino Castro is referred to as ("Buyer").

This addendum is to be used with a: (i) Residential Purchase Agreement (C.A.R. Form RPA); (ii) New Construction Purchase Agreement (C.A.R. Form NCPA); (iii) Vacant Land Purchase Agreement, if the Property will be improved with a residential dwelling with one to four units (C.A.R. Form VLPA); (iv) Residential Income Purchase Agreement (C.A.R. Form RIPA), where the income property contains one to four units; or (v) Residential Units Purchase Addendum (C.A.R. Form RU-PA), where the mixed-use property contains one to four residential units.

- FEDERAL REPORTING OBLIGATION:** Pursuant to rules issued by the Financial Crimes Enforcement Network ("FinCEN") of the U.S. Department of the Treasury ("Treasury"), beginning December 1, 2025, a "Reporting Person" (typically the escrow or title company responsible for closing) is required to collect, and report to the Treasury, certain information about the Buyer and Seller in the sale of certain real property for the purpose of preventing money laundering. Originally scheduled to take effect December 1, 2025, the reporting requirements have been delayed to March 1, 2026. The Reporting Person may require the needed information from Buyer and Seller for applicable transactions for which an offer was accepted prior to March 1, 2026, if there is a possibility the transaction will close escrow on or after the March 1, 2026, implementation date even if scheduled to close escrow prior to that date.
- CONDITIONS FOR WHICH THE REPORTING OBLIGATIONS APPLY:** The collection and reporting obligations apply if: (i) the property being purchased is real property with one to four residential units or vacant land for which the transferee intends to build residential real property with one to four units, or shares in a cooperative housing corporation; (ii) the buyer is a legal entity or trust; and (iii) the buyer is making an "all-cash" purchase or financing the purchase through a bank or other institution that does not have an independent money laundering reporting obligation.
- REQUIRED REPORTING INFORMATION:** The following is a non-exclusive list of the "persons" from whom the Reporting Person is required to collect information as well as the type of information to be collected.
  - Buyers:** Entity Buyers, Beneficial Owners of Entity Buyers, Signing Parties of Entity Buyers, Trust Buyers, Entity Trustee of Trust Buyers, and Individual trustees and beneficial owners of Trust Buyers;
  - Sellers:** Individual sellers, Entity sellers, Trust Sellers, Individual and entity trustees of Trust Sellers;
  - Information to be collected:** Legal names, dates of birth, dates of execution of trusts, addresses, dbas, citizenship (for trustees or beneficial owners of trust buyers) taxpayer identification numbers ("TIN"), and, if applicable, account number and financial institution name from which payment is made.
- DELIVERY OF REQUIRED INFORMATION:**
  - Buyer and Seller shall, within 7 Days after receiving a request for FinCEN information from the Reporting Person for the transaction, deliver to the Reporting Person all necessary information to satisfy the reporting requirements.
  - Buyer and Seller agree to make a good faith effort to acquire such information from any entity, beneficial owner, trustee or signing party that is not Buyer or Seller.
- CONSEQUENCES OF FAILURE TO PROVIDE REQUESTED INFORMATION:**
  - The Reporting Person will not close escrow if the requested information is not provided in full, regardless of whether due from Buyer or Seller or another person on their behalf;
  - Any Buyer or Seller who fails to provide the requested information for themselves may be in breach of contract.
  - If the Reporting Person requires information from a related third party such as an entity, beneficial owner, signing party, or trustee, and the Reporting Person notifies a Buyer or Seller that the other has failed to provide such information, the performing Buyer or Seller may cancel after first giving the non-performing Buyer or Seller a notice to perform.

By signing below, Buyer and Seller acknowledge that each has read, understands, has received a copy of, and agrees to the terms of this Federal Reporting Requirement Purchase Addendum.

Buyer X \_\_\_\_\_ Marcelino Castro Date 01-12-26  
 Buyer X \_\_\_\_\_ Date \_\_\_\_\_  
 Seller [Signature] \_\_\_\_\_ City of Madera Date 2/4/26  
 Seller \_\_\_\_\_ Date \_\_\_\_\_

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FRR-PA 10/25 (PAGE 1 OF 1)

## FEDERAL REPORTING REQUIREMENT PURCHASE ADDENDUM (FRR-PA PAGE 1 OF 1)

Park Place Real Estate, 418 Clovis Ave Clovis CA 93612  
Rosa Ochoa

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Phone 5597184056

Fax

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Marcelino Castro

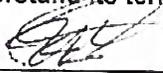


1. **IMPORTANCE OF PROPERTY INVESTIGATION:** Unless otherwise specified in the Agreement, the physical condition of the land and improvements being purchased is not guaranteed by either Seller or Brokers. You have an affirmative duty to exercise reasonable care to protect yourself, including discovery of the legal, practical and technical implications of disclosed facts, and the investigation and verification of information and facts that you know or that are within your diligent attention and observation. A Broker's inspection is a limited visual inspection (see C.A.R. Form AVID), and a Broker is not qualified to conduct the investigations listed below nor will Broker conduct the investigations checked below by Buyer. For these reasons, you should conduct thorough inspections, investigations, tests, surveys and other studies (Inspections and Investigations) of the Property personally and with appropriate professionals (see C.A.R. Form SBSA), who should provide written reports of their Inspections. A general physical inspection typically does not cover all aspects of the Property nor items affecting the Property that are not physically located on the Property. If any professionals recommend further investigations, including a recommendation by a pest control operator to inspect inaccessible areas of the Property, you should contact qualified experts to conduct such additional investigations.
2. **BROKER OBLIGATIONS:** Brokers do not have expertise in all areas and therefore cannot advise you on many items, such as those listed below. If Broker gives you referrals to other professionals, Broker does not guarantee their performance.
3. **YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO THE FOLLOWING. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.**
  - A. **GENERAL CONDITION OF THE PROPERTY, ITS SYSTEMS AND COMPONENTS:** Foundation, roof (condition, age, leaks, useful life), plumbing, heating, air conditioning, electrical, mechanical, security, pool/spa (cracks, leaks, operation), other structural and non-structural systems and components, fixtures, built-in appliances, any personal property included in the sale, and energy efficiency of the Property.
  - B. **SQUARE FOOTAGE, AGE, BOUNDARIES:** Square footage, room dimensions, lot size, age of improvements and boundaries. Any numerical statements regarding these items are APPROXIMATIONS ONLY and have not been verified by Seller and cannot be verified by Brokers. Fences, hedges, walls, retaining walls and other barriers or markers do not necessarily identify true Property boundaries.
  - C. **WOOD DESTROYING PESTS:** Presence of, or conditions likely to lead to the presence of wood destroying pests and organisms.
  - D. **SOIL STABILITY:** Existence of fill or compacted soil, expansive or contracting soil, susceptibility to slippage, settling or movement, and the adequacy of drainage.
  - E. **WATER AND UTILITIES; WELL SYSTEMS AND COMPONENTS; WASTE DISPOSAL:** Water and utility availability, use restrictions and costs. Water quality, adequacy, condition, and performance of well systems and components. The type, size, adequacy, capacity and condition of sewer and septic systems and components, connection to sewer, and applicable fees.
  - F. **ENVIRONMENTAL HAZARDS:** Potential environmental hazards, including, but not limited to, asbestos, lead-based paint and other lead contamination, radon, methane, other gases, fuel oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, materials, products, or conditions (including mold (airborne, toxic or otherwise), fungus or similar contaminants).
  - G. **EARTHQUAKES AND FLOODING:** Susceptibility of the Property to earthquake/seismic hazards and propensity of the Property to flood.
  - H. **FIRE, HAZARD, AND OTHER INSURANCE:** The availability and cost of necessary or desired insurance may vary. The location of the Property in a seismic, flood or fire hazard zone, and other conditions, such as the age of the Property and the claims history of the Property and Buyer, may affect the availability and need for certain types of insurance. Buyer should explore insurance options early as this information may affect other decisions, including the removal of loan and insurance contingencies.
  - I. **BUILDING PERMITS, ZONING, GOVERNMENTAL REQUIREMENTS, AND ADDRESS:** Permits, inspections, certificates, zoning, other governmental limitations, restrictions, and requirements affecting the current or future use of the Property, its development or size. Postal/mailling address and zip code may not accurately reflect the city which has jurisdiction over the Property.
  - J. **RENTAL PROPERTY RESTRICTIONS:** The State, some counties, and some cities impose restrictions that limit the amount of rent that can be charged, the maximum number of occupants, and the right of a landlord to terminate a tenancy. Dead bolt or other locks and security systems for doors and windows, including window bars, should be examined to determine whether they satisfy legal requirements.
  - K. **SECURITY AND SAFETY:** State and local Law may require the installation of barriers, access alarms, self-latching mechanisms and/or other measures to decrease the risk to children and other persons of existing swimming pools and hot tubs, as well as various fire safety and other measures concerning other features of the Property.
  - L. **UTILITIES; SEWER; INTERNET:** Availability of gas, electric, water, sewer, garbage, internet and other services. The provider and quality of service may vary by location.
  - M. **SOLAR POWER SYSTEM:** The existence of a solar power system; whether it is owned, leased, financed, or otherwise subject to obligations, such as a power purchase agreement or maintenance agreement; the condition of and costs associated with the system.



N. NEIGHBORHOOD, AREA, SUBDIVISION CONDITIONS; PERSONAL FACTORS: Neighborhood or area conditions, including schools, law enforcement, crime statistics, registered felons or offenders, fire protection, other government services, availability, adequacy and cost of internet connections or other technology services and installations, commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally protected sites or improvements, cemeteries, facilities and condition of common areas of common interest subdivisions, and possible lack of compliance with any governing documents or Homeowners' Association requirements, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer.

By signing below, Buyer acknowledges that they have received a copy of this Buyer Investigation Advisory, and they have read and understand its terms. Buyer is encouraged to read it carefully.

Buyer X  Marcelino Castro Date 01-12-20

Buyer X \_\_\_\_\_ Date \_\_\_\_\_

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BIA REVISED 6/25 (PAGE 2 OF 2)



BUYER'S INVESTIGATION ADVISORY (BIA PAGE 2 OF 2)

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# POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER - DISCLOSURE AND CONSENT

(C.A.R. Form PRBS, Revised 6/25)

1. **BROKER AGENCY RELATIONSHIP WITH MULTIPLE PRINCIPALS:** A real estate broker ("Brokerage"), whether a corporation, partnership or sole proprietorship, may legally represent more than one buyer or seller. This multiple representation can occur through a sole proprietor Brokerage; or through a salesperson or broker acting under the Brokerage's license ("Associate Licensee"). Associate Licensees under a Brokerage's license may be working out of the same or different office locations, and may or may not know one another. Clients of the Brokerage may have similar goals and may compete against each other for the same property or the same pool of prospective buyers. Some buyers and sellers prefer to work with individual, sole proprietor brokerages, some with brokerages that have multiple licensees, and others with large brokerage companies that have multiple offices and may have a regional, statewide or a national or international presence. Each has its own advantages. It is important for buyers and sellers to understand how the Brokerage representation of multiple buyers or sellers may impact them under various situations.
  - A. **MULTIPLE BUYERS:** Brokerage (individually or through any of its Associate Licensees) may work with many prospective buyers at the same time. These prospective buyers may have an interest in, and make offers on, the same properties. Some of these properties may be listed by the Brokerage. Whether Brokerage is large or small, it is possible that one Associate-Licensee (agent 1) working with a buyer may not be aware that another Associate-Licensee (agent 2) is working with a different buyer who is interested in viewing or making an offer on the same property as agent 1's client, and vice-versa. Brokerage will not limit or restrict any buyer from making an offer on any specific property, whether or not the Brokerage represents other buyers interested in the same property.
  - B. **MULTIPLE SELLERS:** Brokerage (individually or through its Associate Licensees) may have listings on many properties at the same time. As a result, Brokerage will attempt to find buyers for each of those listed properties. Some listed properties may appeal to the same prospective buyers. Some properties may attract more prospective buyers than others. Some of these prospective buyers may be represented by Brokerage and some may not. Brokerage will market all listed properties to all prospective buyers, whether or not Brokerage has other listed properties that may appeal to the same prospective buyers.
  - C. **DUAL AGENCY IN A TRANSACTION:** California law allows a brokerage to represent both a buyer and a seller in a transaction (Civil Code § 2079 et seq.).
    - (1) **Brokerage Dual Agency:** If one Associate-Licensee from the Brokerage is working with a buyer and another Associate-Licensee from the same Brokerage is working with a seller on the same transaction, the Brokerage is considered a dual agent with fiduciary duties to both buyer and seller. In that situation, each individual Associate Licensee working on the transaction is also considered a dual agent having the same knowledge and responsibility as the Brokerage.
    - (2) **Single Agent Dual Agency:** Another form of dual agency occurs when an individual Associate-Licensee is working with both the buyer and seller in the same transaction. In that situation, both the Brokerage company and the individual Associate-Licensee are dual agents with fiduciary duties to each side of the transaction. There is no one approach to this situation. Some brokerages allow the single agent dual agent to continue to represent both parties, as that Associate-Licensee is the chosen agent of the principal. Some brokerages recommend that the broker or an office manager get involved if there is a dispute between the buyer and seller. Some brokerages will require that the broker or an office manager assist the Associate-Licensee with one principal or the other, even if the parties do not have a dispute. Whether one of these approaches, or another, is taken in a single agent dual agency will depend on the circumstances and the brokerage policy. Regardless of the approach, the Associate-Licensee and Brokerage shall conduct activity consistent with the terms in paragraph 2C.
2. **ACKNOWLEDGEMENT AND CONSENT:**
  - A. **OFFERS ARE NOT NECESSARILY CONFIDENTIAL:** Buyer is advised that seller or listing agent may disclose the existence, terms, or conditions of buyer's offer to other interested buyers and agents unless all parties and their agent have signed a written confidentiality agreement, (C.A.R. Form NDA). In the absence of a signed NDA, Buyer consents to such disclosure. Whether any such information is actually disclosed depends on many factors, such as current market conditions, the prevailing practice in the real estate community, the listing agent's marketing strategy, and the instructions of the seller.
  - B. **MULTIPLE BUYERS OR SELLERS:** If Seller is represented by Brokerage, Seller acknowledges that Brokerage may represent prospective buyers of Seller's property and consents to Brokerage acting as a dual agent for both Seller and buyer in that transaction. If Buyer is represented by Brokerage, Buyer acknowledges that Brokerage may represent sellers of property that Buyer is interested in acquiring and consents to Brokerage acting as a dual agent for both Buyer and seller with regard to that property.
  - C. **DUAL AGENCY IN A TRANSACTION:** In the event of dual agency, Seller and Buyer agree that: (i) a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the buyer's or seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered; and (ii) except as set forth above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the Property to both parties. Seller and Buyer should discuss with a dual agent the details and parameters of this requirement. Seller and/or Buyer consents to allowing Brokerage to act as a dual agent in a transaction.

PRBS REVISED 6/25 (PAGE 1 OF 2)

## POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER (PRBS PAGE 1 OF 2)

Park Place Real Estate, 418 Clovis Ave Clovis CA 93612  
Rosa Ochoa

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Phone 5597184056

Fax

[www.lwolf.com](http://www.lwolf.com)

Marcelino Castro



By signing below, Buyer and/or Seller acknowledge that each has received a copy of this Possible Representation of More Than One Buyer or Seller -- Disclosure and Consent, and each has read, understands, and agrees to its terms and consents to the agency possibilities disclosed.

Buyer X  Marcelino Castro Date 01-12-26

Buyer X \_\_\_\_\_ Date \_\_\_\_\_

Seller  City of Madera Date 2/4/26

Seller \_\_\_\_\_ Date \_\_\_\_\_

Buyer's Brokerage Firm Park Place Real Estate DRE Lic # 02104118

By  DRE Lic # 01907113 Date 1/12/26

Rosa Ochoa

Seller's Brokerage Firm Realty Concepts, Ltd. - Fresno DRE Lic # 01100967

By \_\_\_\_\_ DRE Lic # DRE #01700976 Date \_\_\_\_\_

Alyson C. Jansen

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PRBS REVISED 6/25 (PAGE 2 OF 2)

### POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER (PRBS PAGE 2 OF 2)

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1. **EQUAL ACCESS TO HOUSING FOR ALL:** All housing in California is available to all persons. Discrimination as noted below is prohibited by law. Resources are available for those who have experienced unequal treatment under the law.
2. **FEDERAL AND STATE LAWS PROHIBIT DISCRIMINATION AGAINST IDENTIFIED PROTECTED CLASSES:**
  - A. **FEDERAL FAIR HOUSING ACT ("FHA")** Title VIII of the Civil Rights Act; 42 U.S.C. §§ 3601-3619; Prohibits discrimination in sales, rental or financing of residential housing against persons in protected classes;
  - B. **CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT ("FEHA")** California Government Code ("GC") §§ 12900-12996, 12955; 2 California Code of Regulations ("CCR") §§ 12005-12271; Prohibits discrimination in sales, rental or financing of housing opportunity against persons in protected classes by providers of housing accommodation and financial assistance services as related to housing;
  - C. **CALIFORNIA UNRUH CIVIL RIGHTS ACT ("Unruh")** California Civil Code ("CC") § 51; Prohibits business establishments from discriminating against, and requires full and equal accommodation, advantages, facilities, privileges, and services to persons in protected classes;
  - D. **AMERICANS WITH DISABILITIES ACT ("ADA")** 42 U.S.C. §§ 12181-12189; Title III of the ADA prohibits discrimination based on disability in public accommodations; and
  - E. **OTHER FAIR HOUSING LAWS:** § 504 of Rehabilitation Act of 1973 29 U.S.C. § 794; Ralph Civil Rights Act CC § 51.7; California Disabled Persons Act; CC §§ 54-55.32; any local city or county fair housing ordinances, as applicable.
3. **POTENTIAL LEGAL REMEDIES FOR UNLAWFUL DISCRIMINATION:** Violations of fair housing laws may result in monetary civil fines, injunctive relief, compensatory and/or punitive damages, and attorney fees and costs.
4. **PROTECTED CLASSES/CHARACTERISTICS:** Whether specified in Federal or State law or both, discrimination against persons based on that person's belonging to, association with, or perceived membership in, certain classes or categories, such as the following, is prohibited. Other classes, categories or restrictions may also apply.

Race (and race traits)	Color	Ancestry	National Origin	Religion
Age	Sex, Sexual Orientation	Gender, Gender Identity, Gender expression	Marital Status	Familial Status (family with a child or children under 18)
Citizenship	Immigration Status	Primary Language	Military/Veteran Status	Source of Income (e.g., Section 8 Voucher)
Medical Condition	Disability (Mental & Physical)	Genetic Information	Criminal History (non-relevant convictions)	Any Arbitrary Characteristic or Intersectionality

5. **THE CALIFORNIA DEPARTMENT OF REAL ESTATE REQUIRES TRAINING AND SUPERVISION TO PREVENT HOUSING DISCRIMINATION BY REAL ESTATE LICENSEES:**
  - A. California Business & Professions Code ("B&PC") § 10170.5(a)(4) requires 3 hours of training on fair housing for DRE license renewal; Real Estate Regulation § 2725(f) requires brokers who oversee salespersons to be familiar with the requirements of federal and state laws relating to the prohibition of discrimination.
  - B. Violation of DRE regulations or real estate laws against housing discrimination by a real estate licensee may result in the loss or suspension of the licensee's real estate license. B&PC § 10177(l)(1); 10 CCR § 2780
6. **REALTOR® ORGANIZATIONS PROHIBIT DISCRIMINATION:** NAR Code of Ethics Article 10 prohibits discrimination in employment practices or in rendering real estate license services against any person because of race, color, religion, sex, disability, familial status, national origin, sexual orientation, or gender identity by REALTORS®.
7. **WHO IS REQUIRED TO COMPLY WITH FAIR HOUSING LAWS?**  
Below is a non-exclusive list of providers of housing accommodations or financial assistance services as related to housing who are most likely to be encountered in a housing transaction and who must comply with fair housing laws.
  - Sellers
  - Real estate licensees
  - Mobilehome parks
  - Insurance companies
  - Landlords/Housing Providers
  - Real estate brokerage firms
  - Homeowners Associations ("HOAs");
  - Government housing services
  - Sublessors
  - Property managers
  - Banks and Mortgage lenders
  - Appraisers
8. **EXAMPLES OF CONDUCT THAT MAY NOT BE MOTIVATED BY DISCRIMINATORY INTENT BUT COULD HAVE A DISCRIMINATORY EFFECT:**
  - A. Prior to acceptance of an offer, asking for or offering buyer personal information or letters from the buyer, especially with photos. Those types of documents may inadvertently reveal, or be perceived as revealing, protected status information thereby increasing the risk of (i) actual or unconscious bias, and (ii) potential legal claims against sellers and others by prospective buyers whose offers were rejected.
  - B. Refusing to rent (i) an upper-level unit to an elderly tenant out of concern for the tenant's ability to navigate stairs or (ii) a house with a pool to a person with young children out of concern for the children's safety.
9. **EXAMPLES OF UNLAWFUL OR IMPROPER CONDUCT BASED ON A PROTECTED CLASS OR CHARACTERISTIC:**
  - A. Refusing to negotiate for a sale, rental or financing or otherwise make a housing opportunity unavailable; failing to present offers due to a person's protected status;
  - B. Refusing or failing to show, rent, sell or finance housing; "channeling" or "steering" a prospective buyer or tenant to or away from a particular area due to that person's protected status or because of the racial, religious or ethnic composition of the neighborhood;
  - C. "Blockbusting" or causing "panic selling" by inducing a listing, sale or rental based on the grounds of loss of value of property, increase in crime, or decline in school quality due to the entry or prospective entry of people in protected categories into the neighborhood;
  - D. Making any statement or advertisement that indicates any preference, limitation, or discrimination;







WIRE FRAUD AND ELECTRONIC FUNDS TRANSFER ADVISORY (C.A.R. Form WFA, Reviewed 6/25)

PARK PLACE REAL ESTATE

WIRE FRAUD AND ELECTRONIC FUNDS TRANSFERS ADVISORY:

The ability to communicate and conduct business electronically is a convenience and reality in nearly all parts of our lives. At the same time, it has provided hackers and scammers new opportunities for their criminal activity. Many businesses have been victimized and the real estate business is no exception.

While wiring or electronically transferring funds is a welcome convenience, we all need to exercise extreme caution. Emails attempting to induce fraudulent wire transfers have been received and have appeared to be legitimate. Reports indicate that some hackers have been able to intercept emailed transfer instructions, obtain account information and, by altering some of the data, redirect the funds to a different account. It also appears that some hackers were able to provide false phone numbers for verifying the wiring or funds transfer instructions. In those cases, the victim called the number provided to confirm the instructions, and then unwittingly authorized a transfer to somewhere or someone other than the intended recipient.

ACCORDINGLY, YOU ARE ADVISED:

- 1. Obtain phone numbers and account numbers only from Escrow Officers, Property Managers, or Housing Providers at the beginning of the transaction.
2. DO NOT EVER WIRE OR ELECTRONICALLY TRANSFER FUNDS PRIOR TO CALLING TO CONFIRM THE TRANSFER INSTRUCTIONS. ONLY USE A PHONE NUMBER YOU WERE PROVIDED PREVIOUSLY. Do not use any different phone number or account number included in any emailed transfer instructions.
3. Orally confirm the transfer instruction is legitimate and confirm the bank routing number, account numbers and other codes before taking steps to transfer the funds.
4. Avoid sending personal information in emails or texts. Provide such information in person or over the telephone directly to the Escrow Officer, Property Manager, or Housing Provider.
5. Take steps to secure the system you are using with your email account. These steps include creating strong passwords, using secure WiFi, and not using free services.

If you believe you have received questionable or suspicious wire or funds transfer instructions, immediately notify your bank, and the other party, and the Escrow Office, Housing Provider, or Property Manager. The sources below, as well as others, can also provide information:

Federal Bureau of Investigation: https://www.fbi.gov/; the FBI's IC3 at www.ic3.gov; or 310-477-6565

National White Collar Crime Center: http://www.nw3c.org/

On Guard Online: https://www.onguardonline.gov/

NOTE: There are existing alternatives to electronic and wired fund transfers such as cashier's checks.

The term "Housing Provider" also includes Landlord or Rental Property Owner.

By signing below, Buyer/Tenant and Seller/Housing Provider acknowledge that each has received a copy of this Wire Fraud and Electronic Funds Transfer Advisory, and each has read and understands its terms.

Buyer/Tenant X [Signature] Marcelino Castro Date 01-12-26
Buyer/Tenant X \_\_\_\_\_ Date \_\_\_\_\_
Seller/Housing Provider [Signature] City of Madera Date 2/4/26
Seller/Housing Provider \_\_\_\_\_ Date \_\_\_\_\_

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WFA REVIEWED 6/25 (PAGE 1 OF 1)

WIRE FRAUD AND ELECTRONIC FUNDS TRANSFER ADVISORY (WFA PAGE 1 OF 1)



CALIFORNIA CONSUMER PRIVACY ACT ADVISORY, DISCLOSURE AND NOTICE (C.A.R. Form CCPA, Revised 12/22)

PARK PLACE REAL ESTATE

The California Consumer Privacy Act (commencing with Civil Code § 1798.100) ("CCPA"), as amended by California voters in 2020, grants to California residents certain rights in their private, personal information ("PI") that is collected by companies with whom they do business.

During the process of buying and selling real estate your PI will be collected and likely shared with others, including real estate licensees, a Multiple Listing Service, real estate internet websites, service providers, lenders, and title and escrow companies, to name several possibilities.

You can obtain more information about the CCPA and your rights under the law from the State of California Department of Justice (oag.ca.gov/privacy/ccpa).

I/we acknowledge receipt of a copy of this California Consumer Privacy Act Advisory, Disclosure and Notice.

Buyer/Seller/Landlord/Tenant [Signature] Date 01-12-22
Marcelino Castro

Buyer/Seller/Landlord/Tenant \_\_\_\_\_ Date \_\_\_\_\_

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CCPA REVISED 12/22 (PAGE 1 OF 1)

CALIFORNIA CONSUMER PRIVACY ACT ADVISORY (CCPA PAGE 1 OF 1)



SELLER COUNTER OFFER No. One

May not be used as a multiple counter offer.

(C.A.R. Form SCO, Revised 12/24)

REALTY CONCEPTS

THE FAMILY COMPANY

Date 01/26/2026

This is a counter offer to the Purchase Agreement, OR  Buyer Counter Offer No. \_\_\_\_\_,  Other \_\_\_\_\_ ("Offer"), dated 01/12/2026, on property known as 1218 E. Cleveland Ave. Spc #19, Madera, CA 93638 ("Property"), between Marcelino Castro ("Buyer") and City of Madera ("Seller"). Buyer and Seller are referred to as the "Parties."

- 1. TERMS: The terms and conditions of the above referenced document are accepted subject to the following:
A. The Liquidated Damages and Arbitration of Disputes paragraphs in the Offer each require initials by all Parties.
B. Unless Otherwise Agreed or altered in another Counter Offer, the down payment and loan amount(s) will be adjusted in the same proportion as in the original Offer...
C. Unless Otherwise Agreed or altered in another Counter Offer, if, in the original offer, the appraisal contingency amount is lower than the original offered price...
D. OTHER TERMS: 1. Seller does not agree to split the cost of the home warranty. 2. Seller does not agree to pay buyer's broker any amount of compensation. 3. Residential Purchase Agreement expiration is extended to 02/04/26.

- E. The following attached documents are incorporated into this Seller Counter Offer when Signed and Delivered by both Parties (and if both parties do not Sign and Deliver all attached addenda, then any acceptance of this Seller Counter Offer is not valid):
- Addendum No. \_\_\_\_\_ (C.A.R. Form ADM)
- Back Up Offer Addendum (C.A.R. Form BUO)
- Seller License to Remain in Possession Addendum (C.A.R. Form SIP) (occupancy up to 29 days)
- Seller Purchase of Replacement Property (C.A.R. Form SPRP)
- Tenant Occupied Property Addendum (C.A.R. Form TOPA)
- Residential Lease After Sale (C.A.R. Form RLAS) (occupancy for 30 or more days)
- Seller Intent to Exchange Addendum (C.A.R. Form SXA)
- Other \_\_\_\_\_  Other \_\_\_\_\_

- 2. EXPIRATION: This Seller Counter Offer shall be deemed revoked and the deposits, if any, shall be returned:
A. Unless by 5:00 PM on the third Day after the date this Seller Counter Offer is Signed in paragraph 4 (if more than one signature, then the last signature date)(or by \_\_\_\_\_  AM/  PM on \_\_\_\_\_ (date)) (i) it is Signed in paragraph 5 by Buyer and (ii) a Copy of the Signed Seller Counter Offer is Delivered to Seller or Seller's Authorized Agent.
B. OR If Seller withdraws this Seller Counter Offer anytime prior to Buyer's Acceptance by communicating withdrawal to Buyer or Buyer's Agent (C.A.R. Form WOO may be used).
C. OR If Seller accepts another offer prior to Buyer's Acceptance of this Seller Counter Offer.
3. MARKETING TO OTHER BUYERS: Seller has the right to continue to offer the Property for sale. Seller has the right to accept any other offer received, prior to Acceptance of this Counter Offer by Buyer as specified in 2A and 5. In such event, Seller is advised to withdraw this Seller Counter Offer before accepting another offer.
4. OFFER: SELLER MAKES THIS COUNTER OFFER ON THE TERMS ABOVE AND ACKNOWLEDGES RECEIPT OF A COPY. BY MAKING THIS COUNTER OFFER, ANY PREVIOUS OFFER OR COUNTER OFFER CAN NO LONGER BE ACCEPTED. THIS COUNTER OFFER IS VALID REGARDLESS OF WHETHER ANY PREVIOUS OFFER OR COUNTER OFFER EXPIRED BY ITS TERMS. The terms and conditions of those documents are incorporated into this Seller Counter Offer unless Otherwise Agreed.

Seller [Signature] City of Madera Date 2/4/26
Seller \_\_\_\_\_ Date \_\_\_\_\_



5. **ACCEPTANCE:** I/WE accept the above Seller Counter Offer (If checked  **SUBJECT TO THE ATTACHED BUYER COUNTER OFFER No. \_\_\_\_\_**) and acknowledge receipt of a Copy.

Buyer \_\_\_\_\_ **Marcelino Castro** Date \_\_\_\_\_  
Buyer \_\_\_\_\_ Date \_\_\_\_\_

6. **LATE ACCEPTANCE:** If the date of Buyer's signature in **paragraph 5** is after the expiration specified in **paragraph 2A**, Buyer's acceptance is only binding if Seller agrees to the late acceptance by signing below and Delivering a Copy before 5:00 PM on the third Day after the date this Seller Counter Offer is Signed in **paragraph 5**. All time periods in the Agreement shall begin upon the Delivery of this Late Acceptance.

**I/We (Seller), ratify the acceptance and agree to all terms of this Seller Counter Offer.**

Seller \_\_\_\_\_ **City of Madera** Date \_\_\_\_\_  
Seller \_\_\_\_\_ Date \_\_\_\_\_

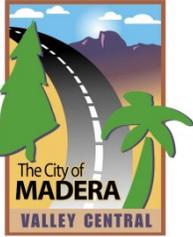
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**SCO Revised 12/24 (PAGE 2 OF 2)**



**SELLER COUNTER OFFER (SCO PAGE 2 OF 2)**



## REPORT TO CITY COUNCIL

**Approved by:**

*Joseph Hebert*

Joseph Hebert, Parks & Community Services Director

*Arnoldo Rodriguez*

Arnoldo Rodriguez, City Manager

**Council Meeting of:** March 4, 2026

**Agenda Number:**     D-1    

**SUBJECT:**

4th of July Celebration

**RECOMMENDATION:**

Adopt Resolutions:

1. Delegating Authority to the City Manager for the 2026 4th of July Community Event and Associated Finding of California Environmental Quality Act Guidelines Section 15378 (No Project) and 15323 (Normal Operations of Facilities for Public Gatherings)
2. Amending the Fiscal Year 2025/26 Budget, approving related revenue and expenditure line items for the execution of the upcoming Fourth of July Celebration event in amount not to exceed \$60,497.

**SUMMARY:**

During the Council meeting on February 18, 2026, staff provided an update on the 4th of July celebration. Historically, the City hosted this event at the Madera Municipal Golf Course, but due to budget constraints and the pandemic, the City's direct hosting ended in 2017. Several years ago, the Greater Madera Kiwanis assumed the lead role and the City's primarily assisted the day of the event.

For 2026, the Kiwanis organization has requested that the City resume primary oversight and financial responsibility for the fireworks display and celebratory event. The Kiwanis will continue to assist, while the City will serve as the lead. Following Council's direction, staff is moving forward with the necessary logistics to ensure a successful community celebration.

**DISCUSSION:**

The transition of leadership from the Kiwanis to the City requires formalizing roles through Memorandums of Understanding (MOUs) with the Madera District Fair and the Kiwanis Club. For the past several years, the Kiwanis managed primary logistics, including fundraising and securing insurance. While the Kiwanis will continue to partner with the City, specifically by retaining the third-party fireworks vendor, the City will now assume responsibility for primary administrative functions, including insurance and liability management.

It is worth noting that the City would lease the Madera Fairgrounds, which is State property. Consequently, the City will contract, via the Fairgrounds, the State Fire Marshal to oversee the safety of the approximately 18-minute fireworks display.

It is noted that since the reintroduction of the event, it has been hosted free of charge to the community. To ensure the celebration remains accessible to all residents and continues to foster civic pride, staff recommends that the 2026 event remain free for entry and parking. This approach aligns with the City's goal of providing a safe, central gathering place for all community members to celebrate the country's independence.

**FINANCIAL IMPACT:**

The projected budget for the 2026 celebration is estimated at \$60,497. This includes the direct event costs and an updated estimate for City staff services based on 2025 actuals.

Notably, the City’s agreement with Mid Valley for garbage collection continues to provide a \$10,000 contribution specifically designated for this event. The remaining balance will be funded by the General Fund (Organizational codes 10201110 and 10206000). All estimated costs are based on previous years’ actuals and presented in Table 1.

<b>Table 1: 2026 4th of July Celebration Event Budget (estimate)</b>	
<b>Activity</b>	<b>Estimated Cost</b>
Fireworks Show (3 <sup>rd</sup> party to be retained by the Greater Madera Kiwanis)	\$20,000
Fairgrounds Rental, including State Fire Marshal	\$7,000
Advertising (banners, Madera Tribune)	\$4,000
Portable light tower rental for the Fairgrounds parking lot	\$1,500
City staff salaries	\$3,497
Contracted Services	\$19,500
Contingency (1)	\$5,000
<b>Total</b>	<b>\$60,497</b>
(1) Contingency should unknown costs arise	

Staff anticipates that certain costs will be offset by donations. As of the timing of this report, donations are unknown.

**ALTERNATIVES:**

The Council may choose not to delegate authority to the City Manager and delay the execution of future documents.

The Council may choose not to accept the \$60,497 budget adjustment related to the 2026 Fourth of July Celebration.

Council may choose to request additional information be brought forth at a later meeting.

**ATTACHMENTS:**

1. Resolution Delegating Authority to the City Manager for the 2026 Fourth of July Community Event and Associated Finding of California Environmental Quality Act Guidelines Section 15378 (No Project) and 15323 (Normal Operations of Facilities for Public Gatherings)
2. Resolution Amending the Fiscal Year 2025/26 Budget, approving related revenue and expenditure line items for the execution of the upcoming Fourth of July Celebration event in amount not to exceed \$60,497.

**ATTACHMENT 1**

Resolution Delegating Authority to the City Manager for the 2026 Fourth of July  
Community Event and Associated Finding of California Environmental Quality Act  
Guidelines Section 15378 (No Project) and 15323 (Normal Operations of Facilities for  
Public Gatherings)

**RESOLUTION NO. 26 - \_\_\_\_\_**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA DELEGATING  
AUTHORITY TO THE CITY MANAGER FOR THE 2026 FOURTH OF JULY  
COMMUNITY EVENT AND ASSOCIATED FINDING OF CALIFORNIA  
ENVIRONMENTAL QUALITY ACT GUIDELINES SECTION 15378 (NO PROJECT)  
AND 15323 (NORMAL OPERATIONS OF FACILITIES FOR PUBLIC GATHERINGS)**

**WHEREAS**, the City wishes to delegate signature authority to the City Manager to execute agreements with various partners that will assist with the 2026 Fourth of July Celebration; and

**WHEREAS**, this Resolution delegates authority to the City Manager to conduct all negotiations, sign and submit all documents, including, but not limited to, applications, agreements, amendments, and payment requests, which may be necessary for the 2026 Fourth of July Celebration; and

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

1. The above recitals are true and correct and are incorporated herein by this reference.
2. The Council finds that the annual Fourth of July fireworks event is not a “project” for the purposes of California Environmental Quality Act (CEQA), as it does not have a potential for resulting in either a director physical change in the environment, or a reasonably foreseeable indirect physical change in the environment as compared to the current baseline. Even if it were a project, the City finds that the event would be subject to a categorical exemption under CEQA Guidelines section 15323, as the annual fireworks show is part of the normal operations of the existing facilities for public gatherings that were contemplated at the County Fairgrounds, where there is a past history of the Fairgrounds being used for the same or similar kind of purpose for multiple years. Further, none of the exceptions under CEQA Guidelines section 15300.2 apply to this matter.
3. The City Manager is authorized to coordinate and to take all necessary steps to effectuate the Fourth of July fireworks event in an amount not to exceed \$60,497 excluding staff time. In this regard, the City Manager is authorized to enter into written agreements with the following person(s) or entities for the purposes of the Fourth of July event:
  - Madera District Fair
  - Kiwanis Club

The combined total of the agreement(s) shall not exceed \$60,497, unless further authorized by the Council, and are subject to approval as to legal form by the City Attorney.

4. This Resolution shall take effect immediately upon its adoption.

\*\*\*\*\*

**ATTACHMENT 2**

Resolution Amending the Fiscal Year 2025/26 Budget, approving related revenue and expenditure line items for the execution of the upcoming Fourth of July Celebration event in amount not to exceed \$60,497

Exhibit A: Budget Adjustment

**RESOLUTION NO. 26 - \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,  
CALIFORNIA AMENDING THE FISCAL YEAR 2025/26 BUDGET, APPROVING  
RELATED REVENUE AND EXPENDITURE RELATED TO THE 2026 FOURTH OF JULY  
CELEBRATION**

**WHEREAS**, the City Council previously approved the Operating City-wide Budget for 2025/26 Fiscal Year; and

**WHEREAS**, the City wishes to develop and utilize an operating budget for the 2026 Fourth of July Celebration expenses; and

**WHEREAS**, an amendment to the City's Adopted Budget for the 2025/26 Fiscal Year, listed in Exhibit A, attached hereto, is necessary to account for related expenditures pertaining the 2026 Fourth of July Celebration.

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

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

\*\*\*\*\*

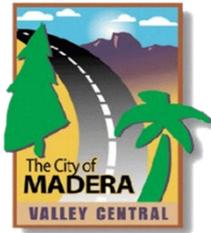
Exhibit A: Budget Adjustment

EXHIBIT A  
CITY OF MADERA

**Budget Appropriations: Res. 26-**

**Budget Amendment for Fiscal Year 2025/26**

<u>FUND</u>	<u>ORG CODE</u>	<u>OBJECT CODE</u>	<u>DESCRIPTION</u>	<u>(+)</u>	<u>(-)</u>
<b>General Fund</b>					
	10201110	4301	Donations		\$ 20,000
	10201110	6610	Contingency	20,000	
	10202000	4301	Donations		3,200
	10202000	5100	Salaries/Overtime	3,200	
	10206000	4301	Donations		37,297
	10206000	5005	Salaries Part-Time	297	
	10206000	6412	Advertinsing Other	4,000	
	10206000	6510	Lease and Rent Expense	7,000	
	10206000	6440	Contracted Services	21,000	
	10206000	6610	Contingency		5,000
				<b>\$ 60,497</b>	<b>\$ 60,497</b>



Madera City Council Meeting  
March 4, 2026  
Agenda Item E-1

E-1 Selecting Recipients for April Proclamations

Recommendation: Request for Council's Selection of Recipients for the Proclamation Recognizing Sexual Assault Awareness Month and a Proclamation Recognizing National Volunteer Day (Report by Alicia Gonzales)

There is no written report for this item.