

REGULAR MEETING OF THE MADERA CITY COUNCIL

205 W. 4th Street, Madera, California 93637

NOTICE AND AGENDA

**Wednesday, April 2, 2025
6:00 p.m.**

**Council Chambers
City Hall**

The Madera City Council meetings are open to the public. This meeting will also be available for public viewing and participation through Zoom. Members of the public may also observe the live-streamed meeting on the City's website at www.madera.gov/live. Members of the public may comment on agenda items at the meeting or remotely through an electronic meeting via phone by dialing (669) 900-6833 enter ID: 856 2603 0544 #. 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 or by regular mail at 205 W. 4th Street, Madera, CA 93637.



“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>

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<https://attend.wordly.ai/join/FTZJ-3396>

This meeting is also being conducted by teleconference at the following location:

**OYO Posada Santa Cecelia
Constitucion 4, Zona Centro
99300 Jerez de Garcia Salinas, Zacatecas
Mexico**

Councilmember Artemio Villegas will participate via that teleconference location. The teleconference location is open to the public and any member of the public has an opportunity to address the City Council from the teleconference location in the same manner as if that person attended the meeting at City Hall. The City Council will control the conduct of the meeting and determine the appropriate order on public comments from the teleconference location. All votes during the meeting shall be by roll call.

CALL TO ORDER:

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

INVOCATION: Pastor Roger Leach, Valley West Christian Center

PLEDGE OF ALLEGIANCE:

APPROVAL OF AGENDA:

PRESENTATIONS:

1. Proclamation Recognizing April as Sexual Assault Awareness 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: None

B. CONSENT CALENDAR:

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

B-1 Minutes – March 19, 2025

Recommendation: Approve the City Council Minutes of March 19, 2025 (Report by Alicia Gonzales)

B-2 Informational Report on Register of Audited Demands

Recommendation: Review Register of Audited Demands Report for March 8 to March 21, 2025 (Report by Michael Lima)

B-3 Transportation Art Maintenance Agreement with the Department of Transportation for the Block Wall Enhancement Project

Recommendation: Adopt a Resolution Approving a Transportation Art Maintenance Agreement (TAMA) with the Department of Transportation (Caltrans) for the Block Wall Enhancement Project (Report by Joseph Hebert)

B-4 Madera County Department of Child Support Services Fee Waiver Request for the 3rd Annual Kickball Charity Tournament Event

Recommendation: Adopt a Resolution Waiving the Rental Fees of the Sunrise Rotary Sports Complex on May 24, 2025, related to the 3rd Annual Kickball Charity Tournament Event Hosted by the Madera County Department of Child Support Services, at an Anticipated Fee Rental of \$437.50 (Report by Joseph Hebert)

B-5 Resolution Authorizing the Filing of Applications with the Federal Transit Administration (FTA)

Recommendation: Adopt a Resolution Approving the City Manager or their Designee the Authority to Submit and Execute FTA Applications on behalf of the City of Madera (Report by Michael Lima)

B-6 One Easement Deed for Sidewalk Improvements at Various Locations City Project R-94 Bid Package 3 Phase 2 AHSC Agreement No. 19-AHSC-12761

Recommendation: Adopt a Resolution Approving an Agreement for Purchase of an Easement at 121 West Dunham Street (APN 012-054-013) (Report by Keith Helmuth)

B-7 Right of Entry Agreement with Union Pacific Railroad Company for the Installation of an Electrical Service for City Project R-10, Olive Avenue Widening

Recommendation: Adopt a Resolution Approving a Right of Entry Agreement with Union Pacific Railroad Company (UPRR) for the Installation of Electrical Service Conduit within UPRR Right of Way Related to the Olive Avenue Widening Project (Report by Keith Helmuth)

B-8 Appointment to the Community Development Block Grant Commission

Recommendation: Adopt a Resolution Appointing Stevie Wright to the Block Grant Commission (BGC) (Report by Michael Lima)

B-9 Caltrans Highway Project 06-0Y180 on State Route 145 in Madera County Agreement for the Adjustment of Manhole and Valve Covers

Recommendation: Adopt a Resolution Approving Agreement for the Adjustment of Manhole and Valve Covers (Report by Keith Helmuth)

C. WORKSHOP: None

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

D-1 Appointment to the Civil Service Commission

Recommendation: Adopt a Resolution Approving the Appointment of John Jasper to the Civil Service Commission (Continued from March 19, 2025) (Report by Wendy Silva)

E. ADMINISTRATIVE REPORTS:

E-1 Quarterly Board, Commission, and Committee Attendance

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

E-2 Select Recipient for the Proclamations in the Month of May

Recommendation: Request for Council's Selection of a Recipient for the following:

1. Proclamation Recognizing Foster Care Awareness Month
2. Proclamation Recognizing Relay for Life Weekend
3. Proclamation Recognizing Letter Carrier's Stamp Out Hunger Food Drive Day (Report by Alicia Gonzales)

E-3 Fiscal Year 2024/25 Revenue and Expense Update

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

F. COUNCILMEMBER REPORTS/ANNOUNCEMENTS/FUTURE AGENDA ITEMS:

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

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 and Che Johnson

Unrepresented Positions: Police Chief, Director of Parks & Community Services, City Engineer, Director of Human Resources, Director of Information Technology, Chief Building Official, Planning Manager, Director of Financial Services, Public Works Operations Director, and Director of Community Development

UPCOMING MEETING DATES:

- Wednesday, April 16, 2025
- Wednesday, May 7, 2025

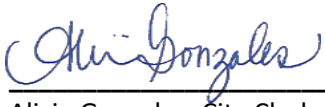
ADJOURNMENT:

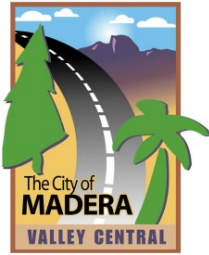
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- The meeting room is accessible to the physically disabled. Requests for accommodations for persons with disabilities such as signing services, assistive listening devices, or alternative format agendas and reports needed to assist participation in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

request and available accommodations to support meeting participation. Please also provide appropriate contact information should the City need to engage in an interactive discussion regarding the requested accommodation.

- Please silence or turn off cell phones and electronic devices while the meeting is in session.
 - Regular meetings of the Madera City Council are held the 1st and 3rd Wednesday of each month at 6:00 p.m. in the Council Chambers at City Hall.
 - Any writings or documents provided to a majority of the City Council within 72 hours of the meeting regarding any item on this agenda will be made available for public inspection at the City Clerk's office located at 205 W. 4th Street, Madera, CA 93637 and on the City website at www.madera.gov
 - Questions regarding the meeting agenda or conduct of the meeting, please contact the City Clerk's Office at (559) 661-5405.
 - Para asistencia en español sobre este aviso, por favor llame al (559) 661-5405.
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I, Alicia Gonzales, City Clerk for the City of Madera, declare under penalty of perjury that I posted the above agenda for the Regular Meeting of the Madera City Council for April 2, 2025, near the front entrances of City Hall and on the City's website www.madera.gov at 4:50 p.m. on March 27, 2025.


Alicia Gonzales, City Clerk



Item:	B-1
Minutes for:	03/19/2025
Adopted:	04/02/2025

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

**March 19, 2025
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 6:00 p.m.

ROLL CALL:

Present: Mayor Cece Gallegos
Mayor Pro Tem Jose Rodriguez, District 2
Councilmember Rohi Zacharia, District 1
Councilmember Steve Montes, District 3
Councilmember Artemio Villegas, District 6

Absent: Councilmember Anita Evans, District 4
Councilmember Elsa Mejia, District 5

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 Justin Macomb, Director of Human Resources Wendy Silva, Director of Information Technology Gary Price, Director of Parks and Community Services Joseph Hebert, Chief of Police Giachino Chiaramonte, Deputy City Engineer Ellen Bitter, Assistant Engineer Jonathan Gramajo, Administrative Analyst I (Engineering) Nicole Say and Communication Specialist Joseph Carrello.

INVOCATION: Rev. Joseph Alicea, Awaken Church of God

PLEDGE OF ALLEGIANCE: Mayor Pro Tem Rodriguez

APPROVAL OF AGENDA:

ON MOTION BY MAYOR PRO TEM RODRIGUEZ AND SECONDED BY COUNCILMEMBER MONTES, THE AGENDA MOVING ITEM E-1 TO THE TOP OF THE AGENDA AFTER PUBLIC COMMENT WAS APPROVED BY A 5/0 VOTE. ABSENT: COUNCILMEMBERS EVANS AND MEJIA.

PRESENTATIONS: None

PUBLIC COMMENT:

The first 15 minutes of the meeting are reserved for members of the public to address the Council on items which are within the subject matter jurisdiction of the Council. Speakers shall be limited to three minutes. 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.

Meghan Oxelson stated that tomorrow is Incredible Kid Day and they will be hosting a dinner to celebrate children. She invited Council to write a note to a special child in their lives or community. Mayor Pro Tem Rodriguez recognized her for her contributions.

City Clerk Alicia Gonzales stated that Council had received one (1) written comment which had been distributed to Council prior to the meeting and copies were available at the podium for anyone who wanted to read it.

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

Mayor Gallegos called Item E-1 for discussion.

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 MONTES AND SECONDED BY MAYOR PRO TEM RODRIGUEZ, THE CONSENT CALENDAR WITH ITEM B-10 PULLED FOR DISCUSSION WAS APPROVED BY A 5/0 VOTE. ABSENT: COUNCILMEMBERS EVANS AND MEJIA.

B-1 Minutes – March 5, 2025

Recommendation: Approve the City Council Minutes of March 5, 2025 (Report by Alicia Gonzales)

B-2 Informational Report on Register of Audited Demands

Recommendation: Review Register of Audited Demands Report for February 22 to March 7, 2025 (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 Informational Report on Contract City Attorney Services and Litigation Expenditures

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

B-5 Surplus Property Disposal

Recommendation: Adopt a Resolution Declaring Certain Property as Identified on the Surplus Property List to be Surplus in Accordance with Best Practices and City Policy (Report by Michael Lima)

RES 25-54 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING THE DECLARATION CERTAIN PROPERTY TO BE SURPLUS AND SOLD AT AUCTION

B-6 Amendment to the Applications for Transportation Development Act (TDA) – Local Transportation Funds (LTF) and State Transit Assistance (STA) Funds for Fiscal Year (FY) 2024/25

Recommendation: Adopt a Resolution Approving the Amendment to the Applications for TDA - LTF and STA Funds for FY 2024/25 and Authorize the City Engineer to Execute and Submit the Applications to the Madera County Transportation Commission (MCTC) (Report by Keith Helmuth)

RES 25-55 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING AMENDMENTS TO THE APPLICATIONS FOR TRANSPORTATION DEVELOPMENT ACT (TDA) – LOCAL TRANSPORTATION FUNDS (LTF) AND STATE TRANSIT ASSISTANCE (STA) FUNDS FOR FISCAL YEAR (FY) 2024/25 AND AUTHORIZING THE CITY ENGINEER TO EXECUTE AND SUBMIT THE APPLICATIONS TO MADERA COUNTY TRANSPORTATION COMMISSION (MCTC)

B-7 Notice of Completion for the Sunrise Rotary Sports Complex New Playground Project

Recommendation: Approve Minute Order Approving:

1. Acceptance of the New Playground Installation at Sunrise Rotary Sports Complex, located at 1901 Clinton Street, Madera, CA 93638; and
2. The Recording of Notice of Completion; and
3. The Release of Retention 35 days after the Recording of the Notice of Completion (Report by Joseph Hebert)

B-8 Second Reading and Adoption of Ordinance Text Amendment (OTA) 2024-03, for the Amendment of Chapter 3 of Title X: Planning and Zoning of the City Municipal Code

Recommendation: Waive Full Reading and Adopt an Ordinance of the City Council of the City of Madera Determining the Project is Exempt Pursuant to Section 15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines and Amending Chapter 3 of Title X: Planning and Zoning of the City Municipal Code (CMC) regarding Lapse of Site Plan Approval (CMC § 10-3.4.0114); Termination of a Use Permit (CMC § 10- 3.1311[A]); and, Termination of a Variance (CMC § 10-3.1411) by title only (Report by Will Tackett)

ORD 1016 C.S. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA DETERMINING THE PROJECT IS EXEMPT PURSUANT TO SECTION 15061(b)(3) OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) GUIDELINES AND AMENDING CHAPTER 3 OF TITLE X: PLANNING AND ZONING OF THE CITY MUNICIPAL CODE (CMC) REGARDING LAPSE OF SITE PLAN APPROVAL (CMC §10-3.4.0114); TERMINATION OF A USE PERMIT (CMC § 10- 3.1311[A]); AND TERMINATION OF A VARIANCE (CMC § 10-3.1411)

B-9 One Easement Deed for Sidewalk Improvements at Various Locations City Project R-94 Bid Package 3 Phase 2 AHSC Agreement No. 19-AHSC-12761

Recommendation: Adopt a Resolution Approving an Agreement for Purchase of an Easement at 415 Amerine Avenue (APN 009-073-020) (Report by Keith Helmuth)

RES 25-56 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING AN AGREEMENT FOR THE PURCHASE OF AN EASEMENT AT 415 AMERINE AVE, MADERA, CA 93637 (APN 009-073-020)

B-10 Appointment to Civil Service

Recommendation: Adopt a Resolution Approving the Appointments of Gloria Toscano and John Jasper to the Civil Service Commission (Report by Wendy Silva)

Mayor Gallegos nominated John Jasper to represent District 6 in the Civil Service Commission. Councilmember Villegas 6 indicated he was not aware that he needed to appoint anyone to the Commission, but he has a nomination, and he has submitted that application. Mayor Pro Tem nominated Mr. Jasper to represent District 2 in the Civil Service Commission.

Karen Huerta of District 6 spoke in favor of Mr. Jasper representing District 6 in the Civil Service Commission.

Sally Bompreszi, a former Councilmember, spoke in favor of Mr. Jasper representing District 6 in the Civil Service Commission.

Michelle Garcia spoke in favor of Mr. Jasper representing District 6 in the Civil Service Commission.

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

MOTION BY MAYOR PRO TEM RODRIGUEZ NOMINATING JOHN JASPER TO REPRESENT DISTRICT 2 IN THE CIVIL SERVICE COMMISSION WHILE ALLOWING COUNCILMEMBER VILLEGAS TO NOMINATE A CANDIDATE FOR DISTRICT 6. MAYOR GALLEGOS DID NOT ACCEPT THE NOMINATION. MOTION FAILED.

ON MOTION BY MAYOR GALLEGOS AND SECOND BY COUNCILMEMBER MONTES TO APPROVE ITEM B-10 AS PRESENTED FAILED BY A 3/2 VOTE. ABSENT: COUNCILMEMBERS EVANS AND MEJIA.

City Attorney Shannon L. Chaffin indicated that for a motion on this item to pass, it needed four (4) yes votes.

THE MOTION FAILED WITH THE FOLLOWING VOTE:

YES: 3 - COUNCILMEMBER ZACHARIA
COUNCILMEMBER MONTES
MAYOR GALLEGOS

NO: 2 - MAYOR PRO TEM RODRIGUEZ
COUNCILMEMBER VILLEGAS

ON MOTION BY MAYOR GALLEGOS AND SECONDED BY COUNCILMEMBER MONTES, TO APPROVE THE DISTRICT 5 NOMINATION (MS. TOSCANO) AND CONTINUE THE NOMINATION OF DISTRICT 6 TO THE NEXT COUNCIL MEETING FAILED BY A 3/2 VOTE. ABSENT: COUNCILMEMBERS EVANS AND MEJIA.

THE MOTION FAILED WITH THE FOLLOWING VOTE:

YES: 3 - COUNCILMEMBER ZACHARIA
COUNCILMEMBER MONTES
MAYOR GALLEGOS

NO: 2 - MAYOR PRO TEM RODRIGUEZ
COUNCILMEMBER VILLEGAS

ON MOTION BY MAYOR PRO TEM RODRIGUEZ AND SECONDED BY COUNCILMEMBER MONTES, TO APPROVE THE DISTRICT 5 NOMINATION (MS. TOSCANO) WAS APPROVED BY A 5/0 VOTE. ABSENT: COUNCILMEMBERS EVANS AND MEJIA.

RES 25-57 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA CONFIRMING THE APPOINTMENT OF GLORIA TOSCANO TO THE CITY OF MADERA CIVIL SERVICE COMMISSION

C. **WORKSHOP:** None

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

D-1 **Memorandum of Understanding with Respect to the Cost Sharing for Water Year 2024 Madera Subbasin Groundwater Sustainability Plan (GSP) Annual Reports (*Action on this item by the Groundwater Sustainability Agency*)**

Recommendation: Approve a Resolution Approving Memorandum of Understanding with Respect to the Cost Sharing for Water Year 2024 Madera Subbasin GSP Annual Reports (MOU) (Report by Keith Helmuth)

ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY MAYOR PRO TEM RODRIGUEZ, ITEM D-1 WAS APPROVED BY A 5/0 VOTE. ABSENT: COUNCILMEMBERS EVANS AND MEJIA.

GSA RES 25-02 A RESOLUTION OF THE CITY OF MADERA AND THE CITY OF MADERA, GROUNDWATER SUSTAINABILITY AGENCY BOARD APPROVING THE MEMORANDUM OF UNDERSTANDING WITH RESPECT TO THE COST SHARING FOR THE WATER YEAR 2024 MADERA SUBBASIN GSP ANNUAL REPORTS

D-2 **Authorization for the Request of Congressionally Directed Spending Funding Request for the Avenue 13 Sewer Rehabilitation Project and the 2.5 million Gallon Water Tank Project**

Recommendation: Adopt a Resolution authorizing the request for Congressionally Directed Spending for the Avenue 13 Sewer Rehabilitation project and the 2.5 million Gallon Water Tank Project (Report by Keith Helmuth)

ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY MAYOR GALLEGOS, ITEM D-2 WAS APPROVED BY A 5/0 VOTE. ABSENT: COUNCILMEMBERS EVANS AND MEJIA.

RES 25-58 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AUTHORIZING A REQUEST FOR CONGRESSIONALLY DIRECTED SPENDING FOR THE CITY OF MADERA FROM FOR THE AVENUE 13 SEWER REHABILITATION PROJECT AND THE 2.5 MILLION GALLON WATER TANK PROJECT

E. **ADMINISTRATIVE REPORTS:**

E-1 **Mid Valley 2024 Annual Update & the Recycler of the Year**

Recommendation: This report is submitted for informational purposes only, no action requested from the City Council (Report by Billie Hansen, MID Valley Disposal)

This item was heard earlier in the meeting immediately following public comment.

E-2 Information report on the City’s Water Division

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

E-3 Audited Comprehensive Financial Statements for the Fiscal Year ended June 30, 2024

Recommendation: Accept of Audited Comprehensive Financial Statements (ACFR) for Fiscal Year 2023/2024 (Report by Michael Lima)

E-4 Informational Report on Transportation Funding Source Expenditures

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

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 Zacharia mentioned that MadTown Robotics have been doing great, and they now have a ticket to the Championship.

Councilmember Montes thanked the Police Department for engaging with the community.

Councilmember Villegas had nothing to report.

Mayor Pro Tem Rodriguez acknowledged that Madera Community Hospital is now open. He stated that he traveled to Sacramento as part of the MCTC (Madera County Transportation Commission) to advocate how to replace gas tax funding as more electric vehicles are utilized. He is also advocating for the truck weighted fees to get released back into the communities, so that projects can get completed. He also stated that he was absent when the Welcoming City resolution was adopted but that he is also in approval of that item.

Mayor Gallegos thanked the Police Department for holding a town hall meeting. The meeting was amazing and had a great deal of community engagement. She invited the community to attend the Food Bank ribbon cutting for their new building which will be held the following Wednesday at 10:00 a.m. Mayor Gallegos thanked the community for their prayers and support for the reopening of the hospital. The hospital is now open. She stated that she is meeting with Governor Newsom and Congressman Grey to discuss securing funding for repairs to the Wastewater Treatment sewer line to the east.

G. CLOSED SESSION:

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

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

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 and Che Johnson

Unrepresented Positions: Police Chief, Director of Parks & Community Services, City Engineer, Director of Human Resources, Director of Information Technology, Chief Building Official, Planning Manager, Director of Financial Services, Public Works Operations Director, and Director of Community Development

City Attorney Shannon Chaffin made the closed session announcement at 8:14 p.m. Councilmember Villegas did not participate in Closed Session. Mr. Chaffin and Council returned from Closed Session at 8:58 p.m. Mr. Chaffin stated there was no reportable action.

UPCOMING MEETING DATES:

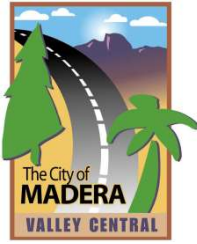
- Wednesday, April 2, 2025
- Wednesday, April 16, 2025

ADJOURNMENT: Meeting was adjourned at 8:58 p.m.

ALICIA GONZALES, City Clerk

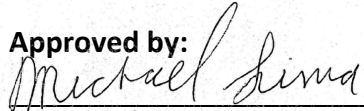
CECELIA K. GALLEGOS, Mayor

MINUTES PREPARED BY
ZELDA LEÓN, Deputy City Clerk



REPORT TO CITY COUNCIL

Approved by:


Michael Lima, Director of Financial Services


Arnoldo Rodriguez, City Manager

Council Meeting of: April 2, 2025

Agenda Number: B-2

SUBJECT:

Informational Report on Register of Audited Demands

RECOMMENDATION:

Review Register of Audited Demands Report for March 8 to March 21, 2025

SUMMARY:

The Register of Audited Demands for the City covering obligations paid during the period of March 8 to March 21, 2025, is summarized in the following tables. Attachment A contains Warrants while Table 2 is a summary of the wire transfers.

Table 1: Warrant Distribution Summary

Description	Check #'s	Amount
General Warrants	41875 – 41958	\$957,997.61

Table 2: Wire Transfer Summary

Description	Vendor	Amount
Payroll and Taxes	US Bank	\$107,156.02
SDI	EDD	\$2,894.18
CalPERS Payment	CalPERS	\$0

DISCUSSION:

Warrant requests are processed weekly based on the Fiscal Year 2024/2025 Adopted Budget and released for payment every Monday. Each demand has been audited, and the Finance Director hereby certifies as to their accuracy and that there were sufficient funds for their payment. Per

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

FINANCIAL IMPACT:

Demands for payments are made within the constraints of the Fiscal Year 2024/2025 Adopted Budget.

ALTERNATIVES:

Informational only.

ATTACHMENTS:

Register of Audited Demands

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

April 2, 2025

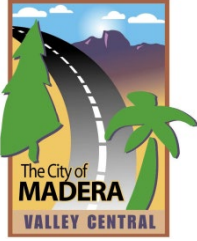
CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
41875	03/13/2025	PARKS ADMINISTRATION	Comm & Rec Centers	VORTEX INDUSTRIES, INC.	YC ADA DOOR MAINTENANCE	962.50
41876	03/13/2025	PD OPERATIONS	MEAS K - PD	RAUL R. HERRERA JR.	POLYGRAPHS	1,500.00
41877	03/13/2025	PD OPERATIONS	PD Operations	DIEBERTS CREATIVE COPY INC	BUSINESS CARDS - PD	454.65
41878	03/13/2025	PARKS ADMINISTRATION	Parks	ELITE MAINTENANCE AND TREE SERVICE	GROUP 2 NON-MEDIAN LANDSCAPE MAINTENANCE	5,678.40
41878	03/13/2025	PARKS ADMINISTRATION	MEDIAN LANDS	ELITE MAINTENANCE AND TREE SERVICE	GROUP 3 MEDIAN LANDSCAPE MAINTENANCE	12,560.80
41878	03/13/2025	PARKS ADMINISTRATION	Parking Dist Operation	ELITE MAINTENANCE AND TREE SERVICE	GROUP 1 DOWNTOWN LANDSCAPE MAINTENANCE	509.60
41879	03/13/2025	FIRE	MEAS K - FIRE	G & J TRUCK SALES, INC	BRAKES SERVICE/REPLACEMENT	4,510.25
41880	03/13/2025	FIRE	Fire	BAUER COMPRESSORS, INC	SBCA FLOW TESTING	5,962.42
41881	03/13/2025	FIRE	Fire	VAN DE POL ENTERPRISES, INC.	FUEL CDF - 01/16/25-01/31/25	431.35
41881	03/13/2025	FIRE	Fire	VAN DE POL ENTERPRISES, INC.	FUEL CDF - 02/01/25-02/15/25	419.48
41882	03/13/2025	FACILITIES	Facilities Maintenance	MD PROFESSIONAL PAINTING, INC.	PAINTING - FIRE STATION KITCHEN	2,585.76
41883	03/13/2025	FIRE	MEAS K - FIRE	BURTON'S FIRE, INC	MISC PARTS	1,675.81
41884	03/13/2025	ENGINEERING	RSTP - FED EX	TERRA WEST CONSTRUCTION INCORPORATED	R-10 OLIVE AND KNOX WIDENING AND IMPROVEME	54,867.88
41885	03/13/2025	PARKS ADMINISTRATION	Parks	RASHID RELIEF REBUILDERS, INC.	SUNRISE ROTARY PLAYGROUND	7,382.69
41886	03/13/2025	STREETS	CDBG Public Improvement	ISMAEL VALENZUELA	TREE REMOVAL	5,370.00
41886	03/13/2025	STREETS	CDBG Public Improvement	ISMAEL VALENZUELA	TREE REMOVAL	6,100.00
41887	03/13/2025	CITY CLERK'S OFFICE	City Clerk's Office	WORDLY, INC.	TRANSLATION SOFTWARE	9,950.00
41888	03/13/2025	FIRE	Fire	CCS FACILITY SERVICES - FRESNO, INC.	CARPET CLEANING	950.00
41889	03/13/2025	WATER QUALITY CONTROL	Water Quality Control	DELLAVALLE LABORATORY, INC.	MONTHLY SAMPLING	324.00
41889	03/13/2025	WATER QUALITY CONTROL	Water Quality Control	DELLAVALLE LABORATORY, INC.	QUARTERLY MONITORING	1,948.00
41889	03/13/2025	WATER QUALITY CONTROL	Water Quality Control	DELLAVALLE LABORATORY, INC.	WEEKLY SAMPLING	2,432.00
41890	03/13/2025	FINANCE	Building	AT&T	02/25 CALNET SERVICE 9391031559	18.67
41890	03/13/2025	FINANCE	Building	AT&T	02/25 CALNET SERVICE 9391026390	34.92
41890	03/13/2025	FINANCE	Building	AT&T	02/25 CALNET SERVICE 9391031577	30.48
41890	03/13/2025	FINANCE	Central Admin	AT&T	02/25 CALNET SERVICE 939102606	30.26
41890	03/13/2025	FINANCE	City Attorney	AT&T	02/25 CALNET SERVICE 9391031559	7.00
41890	03/13/2025	FINANCE	City Attorney	AT&T	02/25 CALNET SERVICE 939102639090	9.96
41890	03/13/2025	FINANCE	City Attorney	AT&T	02/25 CALNET SERVICE 9391031577	8.69
41890	03/13/2025	FINANCE	City Attorney	AT&T	02/25 CALNET SERVICE 9391026388	62.97
41890	03/13/2025	FINANCE	City Clerk's Office	AT&T	02/25 CALNET SERVICE 9391031559	4.67
41890	03/13/2025	FINANCE	City Clerk's Office	AT&T	02/25 CALNET SERVICE 9391026390	9.96
41890	03/13/2025	FINANCE	City Clerk's Office	AT&T	02/25 CALNET SERVICE 9391031577	8.69
41890	03/13/2025	FINANCE	Code Enforcement	AT&T	02/25 CALNET SERVICE 9391026413	63.18
41890	03/13/2025	FINANCE	Comm & Rec Centers	AT&T	02/25 CALNET SERVICE 9391026391391	311.69
41890	03/13/2025	FINANCE	Comm & Rec Centers	AT&T	02/25 CALNET SERVICE 9391026392	63.70
41890	03/13/2025	FINANCE	COMPUTER MAINT	AT&T	02/25 CALNET SERVICE 9391031559	2.33
41890	03/13/2025	FINANCE	COMPUTER MAINT	AT&T	02/25 CALNET SERVICE 9391026390	19.95
41890	03/13/2025	FINANCE	COMPUTER MAINT	AT&T	02/25 CALNET SERVICE 9391031577	17.42
41890	03/13/2025	FINANCE	Engineering	AT&T	02/25 CALNET SERVICE 9391031559	35.00

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41890	03/13/2025	FINANCE	Engineering	AT&T	02/25 CALNET SERVICE 9391026390	69.83
41890	03/13/2025	FINANCE	Engineering	AT&T	02/25 CALNET SERVICE 9391031577	60.97
41890	03/13/2025	FINANCE	Finance	AT&T	02/25 CALNET SERVICE 9391031559	23.33
41890	03/13/2025	FINANCE	Finance	AT&T	02/25 CALNET SERVICE 9391026390	54.86
41890	03/13/2025	FINANCE	Finance	AT&T	02/25 CALNET SERVICE 9391031577	47.90
41890	03/13/2025	FINANCE	Finance	AT&T	02/25 CALNET SERVICE 939102606	30.27
41890	03/13/2025	FINANCE	GRANT OVERSIGHT	AT&T	02/25 CALNET SERVICE 9391031559	11.67
41890	03/13/2025	FINANCE	GRANT OVERSIGHT	AT&T	02/25 CALNET SERVICE 9391026390	19.95
41890	03/13/2025	FINANCE	GRANT OVERSIGHT	AT&T	02/25 CALNET SERVICE 9391031577	17.42
41890	03/13/2025	FINANCE	HR/RISK MGT	AT&T	02/25 CALNET SERVICE 9391031559	7.00
41890	03/13/2025	FINANCE	HR/RISK MGT	AT&T	02/25 CALNET SERVICE 9391026390	14.94
41890	03/13/2025	FINANCE	HR/RISK MGT	AT&T	02/25 CALNET SERVICE 9391031577	13.04
41890	03/13/2025	FINANCE	Parks	AT&T	02/25 CALNET SERVICE 9391026412	163.82
41890	03/13/2025	FINANCE	Parks Administration	AT&T	02/25 CALNET SERVICE 9391031580	289.35
41890	03/13/2025	FINANCE	Planning	AT&T	02/25 CALNET SERVICE 9391031559	11.67
41890	03/13/2025	FINANCE	Planning	AT&T	02/25 CALNET SERVICE 9391026390	24.93
41890	03/13/2025	FINANCE	Planning	AT&T	02/25 CALNET SERVICE 9391031577	21.76
41890	03/13/2025	FINANCE	Sewer Mtnc/Operations	AT&T	02/25 CALNET SERVICE 9391026410	62.09
41890	03/13/2025	FINANCE	Sr Citizen Community Serv	AT&T	02/25 CALNET SERVICE 9391026395	31.83
41890	03/13/2025	FINANCE	Sr Citizen Community Serv	AT&T	02/25 CALNET SERVICE 9391026389	31.83
41890	03/13/2025	FINANCE	Sr Citizen Community Serv	AT&T	02/25 CALNET SERVICE 9391026415	69.18
41890	03/13/2025	FINANCE	UB - Garbage	AT&T	02/25 CALNET SERVICE 9391031559	6.22
41890	03/13/2025	FINANCE	UB - Garbage	AT&T	02/25 CALNET SERVICE 9391026390	16.18
41890	03/13/2025	FINANCE	UB - Garbage	AT&T	02/25 CALNET SERVICE 9391031577	14.15
41890	03/13/2025	FINANCE	UB - Sewer	AT&T	02/25 CALNET SERVICE 9391031559	6.22
41890	03/13/2025	FINANCE	UB - Sewer	AT&T	02/25 CALNET SERVICE 9391026390	16.20
41890	03/13/2025	FINANCE	UB - Sewer	AT&T	02/25 CALNET SERVICE 9391031577	14.15
41890	03/13/2025	FINANCE	UB - Water	AT&T	02/25 CALNET SERVICE 9391031559	12.44
41890	03/13/2025	FINANCE	UB - Water	AT&T	02/25 CALNET SERVICE 9391026390	32.48
41890	03/13/2025	FINANCE	UB - Water	AT&T	02/25 CALNET SERVICE 9391031577	28.35
41890	03/13/2025	FINANCE	UB - Water	AT&T	02/25 CALNET SERVICE 9391026393	93.94
41890	03/13/2025	FINANCE	City Manager	AT&T	02/25 CALNET SERVICE 9391031559	9.33
41890	03/13/2025	FINANCE	City Manager	AT&T	02/25 CALNET SERVICE 9391026390	9.96
41890	03/13/2025	FINANCE	City Manager	AT&T	02/25 CALNET SERVICE 9391031577	8.69
41890	03/13/2025	FINANCE	PD Operations	AT&T	02/25 CALNET SERVICE 9391031579	290.15
41890	03/13/2025	FINANCE	PD Operations	AT&T	02/25 CALNET SERVICE 9391026411	150.62
41890	03/13/2025	FINANCE	PD Operations	AT&T	02/25 CALNET SERVICE 9391026409	32.23
41890	03/13/2025	FINANCE	PD Operations	AT&T	02/25 CALNET SERVICE 9391026414	381.63
41890	03/13/2025	PD OPERATIONS	PD Operations	AT&T	02/25 CALNET SERVICE 9391064552	572.42
41891	03/13/2025	FINANCE	Aquatics Programs	AT&T	02/25 CALNET SERVICE 9391026397	30.27
41891	03/13/2025	FINANCE	HR/RISK MGT	AT&T	02/25 CALNET SERVICE 9391026400	31.82
41891	03/13/2025	FINANCE	PD Operations	AT&T	02/25 CALNET SERVICE 9391031561	5.55
41892	03/13/2025	PARKS ADMINISTRATION	Sports Programs	BSN SPORTS	SOFTBALLS	390.31

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41893	03/13/2025	INFORMATION SERVICES	Computer Replacement	CDW GOVERNMENT, INC	MICROSOFT LICENSING RENEWAL	103,601.62
41894	03/13/2025	PD OPERATIONS	PD Operations	CA DEPARTMENT OF JUSTICE	BLOOD ALCOHOL ANALYSIS	980.00
41894	03/13/2025	PD OPERATIONS	PD Operations	CA DEPARTMENT OF JUSTICE	FINGERPRINT APPS	288.00
41895	03/13/2025	FINANCE	PAYROLL TRUST	COLONIAL LIFE & ACCIDENT INSURANCE CO	#E700482-3 FOR 02/28/2024 PAYROLL	865.91
41896	03/13/2025	PD OPERATIONS	PD Operations	COMMUNITY MEDICAL CENTER	LEGAL BLOOD DRAWS - 01/25	175.00
41897	03/13/2025	PD OPERATIONS	PD Operations	CEDERQUIST, BRENT	PER DIEM - SLI SESSION #3	258.00
41898	03/13/2025	UB - WATER	UB - Garbage	DATAPROSE, LLC	BILLING 02/25	2,797.11
41898	03/13/2025	UB - WATER	UB - Garbage	DATAPROSE, LLC	POSTAGE	1,402.20
41898	03/13/2025	UB - WATER	UB - Sewer	DATAPROSE, LLC	BILLING 02/25	2,797.13
41898	03/13/2025	UB - WATER	UB - Sewer	DATAPROSE, LLC	POSTAGE	1,402.20
41898	03/13/2025	UB - WATER	UB - Water	DATAPROSE, LLC	BILLING 02/25	5,594.26
41898	03/13/2025	UB - WATER	UB - Water	DATAPROSE, LLC	POSTAGE	2,804.40
41899	03/13/2025	ENGINEERING	Engineering	DIAMOND COMMUNICATIONS	SERVICE CALL - ENG	516.97
41899	03/13/2025	ENGINEERING	Engineering	DIAMOND COMMUNICATIONS	SECURITY ALARM MONITORING - ENG	180.00
41899	03/13/2025	FIRE	MEAS K - FIRE	DIAMOND COMMUNICATIONS	FIRE ALARM MONITORING - FIRE #58	35.00
41899	03/13/2025	GRANTS	INTERMODAL BLDG	DIAMOND COMMUNICATIONS	FIRE ALARM MONITORING - TRANSIT	80.00
41899	03/13/2025	PARKS ADMINISTRATION	Comm & Rec Centers	DIAMOND COMMUNICATIONS	FIRE ALARM MONITORING - PANAM	36.00
41899	03/13/2025	PARKS ADMINISTRATION	Comm & Rec Centers	DIAMOND COMMUNICATIONS	SECURITY ALARM MONITORING - FBSC	213.00
41900	03/13/2025	BUILDING	Building	FIRE SAFETY SOLUTIONS, INC.	FIRE PROTECTION SVS 02/16/25-02/28/25	10,590.00
41901	03/13/2025	FACILITIES	Facilities Maintenance	JAM SERVICES INC	SOLAR RRFB CROSSWALK SYSTEM	3,485.65
41902	03/13/2025	PD OPERATIONS	SUPP LAW ENF	KUSTOM SIGNALS, INC.	PROLASER BUNDLE - SPEED ENFORCEMENT	1,945.18
41902	03/13/2025	PD OPERATIONS	DUI Enforcement & Aware	KUSTOM SIGNALS, INC.	PROLASER BUNDLE - SPEED ENFORCEMENT	6,900.00
41903	03/13/2025	FINANCE	PAYROLL TRUST	M.C.E.A.	MONTHLY DUES 02/25	315.00
41904	03/13/2025	FINANCE	PD Operations	MADERA COUNTY TREASURER	COUNTY'S PORTION PARKING PENALTIES PAID 01/2!	461.00
41905	03/13/2025	FINANCE	PAYROLL TRUST	M P O A	MONTHLY DUES 02/25	8,875.44
41906	03/13/2025	PARKS ADMINISTRATION	Aquatics Programs	MAMMOTH OXYGEN	CO2 FOR POOL	100.80
41907	03/13/2025	ENGINEERING	LTF - Streets	NICHOLS CONSULTING ENGINEERS, CHTD.	ENGINEERING CONSULTING SVS	30,600.00
41908	03/13/2025	PARKS ADMINISTRATION	Prop 68 Grant	O'DELL ENGINEERING, INC.	PROP 68 - OLIVE/TAUBERT PARK	622.59
41908	03/13/2025	PARKS ADMINISTRATION	Special Legislative Grant	O'DELL ENGINEERING, INC.	DESIGN SVS - LTC TRAILS	738.84
41909	03/13/2025	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	02/25 SERVICE 3819620697-3	104.64
41909	03/13/2025	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	02/25 SERVICE 8126770647-1	97.15
41909	03/13/2025	FINANCE	Comm & Rec Centers	PACIFIC GAS & ELECTRIC	02/25 SERVICE 8307681856-2	1,420.28
41909	03/13/2025	FINANCE	Engineering	PACIFIC GAS & ELECTRIC	02/25 SERVICE 2000655655-7	2,348.99
41909	03/13/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	02/25 SERVICE 7949615676-5	26.62
41909	03/13/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	02/25 SERVICE 8178280304-3	260.34
41909	03/13/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	02/25 SERVICE 3499945233-6	120.29
41909	03/13/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	02/25 SERVICE 7928098441-4	69.03
41909	03/13/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	02/25 SERVICE 3352588453-3	181.84
41909	03/13/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	02/25 SERVICE 4318089701-9	29.25
41909	03/13/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	02/25 SERVICE 5237156686-1	45.74
41909	03/13/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	02/25 SERVICE 1013877191-9	85.98
41909	03/13/2025	FINANCE	Fire	PACIFIC GAS & ELECTRIC	02/25 SERVICE 2173157566-4	2,523.49
41909	03/13/2025	FINANCE	Water Mtn/Operations	PACIFIC GAS & ELECTRIC	02/25 SERVICE 3642526071-2	96.90

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41909	03/13/2025	FINANCE	Water Mtnc/Operations	PACIFIC GAS & ELECTRIC	02/25 SERVICE 9172110863-6	16,815.25
41909	03/13/2025	FINANCE	Water Mtnc/Operations	PACIFIC GAS & ELECTRIC	02/25 SERVICE 9651992016-7	277.05
41909	03/13/2025	FINANCE	Water Mtnc/Operations	PACIFIC GAS & ELECTRIC	02/25 SERVICE 9109225160-1	614.99
41910	03/13/2025	ENGINEERING	RSTP - FED EX	SALEM ENGINEERING GROUP	R-10 TESTING LAB	2,140.00
41911	03/13/2025	FINANCE	Finance	PHOENIX GROUP INFO SYS	CITATIONS 01/25	320.65
41911	03/13/2025	FINANCE	Parking Dist Operation	PHOENIX GROUP INFO SYS	CITATIONS 01/25	6.55
41912	03/13/2025	PD OPERATIONS	MEAS K - PD	RON'S TOWING & ROAD SERVICE	TOWING SERVICES	245.49
41912	03/13/2025	PD OPERATIONS	PD Operations	RON'S TOWING & ROAD SERVICE	TOWING SERVICES	539.51
41912	03/13/2025	PD OPERATIONS	PD Operations	RON'S TOWING & ROAD SERVICE	TOWING SERVICES	4,060.00
41913	03/13/2025	ENGINEERING	Engineering	SPARKLETTS	ENGINEERING - DRINKING WATER	79.54
41914	03/13/2025	PW ADMIN	Sewer Capital Outlay	STANTEC CONSULTING SERVICES INC.	PROFESSIONAL ENGINEERING SVS	27,075.10
41915	03/13/2025	PARKS ADMINISTRATION	Comm & Rec Centers	TK ELEVATOR CORPORATION	YC ELEVATOR MAINTENANCE	337.24
41916	03/13/2025	PARKS ADMINISTRATION	Parks	WEST COAST ARBORISTS, INC.	CITY WIDE TREE TRIMMING	54,810.00
41917	03/13/2025	CITY ADMIN	Facilities Maintenance	OTP - FINANCE	PER DIEM - LEVEL 1 TRAFFIC SIGNAL MAINT & DIAG	238.76
41918	03/13/2025	PARKS ADMINISTRATION	Comm & Rec Centers	OTP- PARKS REFUNDS	CANCELLATION REIMBUREMENT	440.00
41918	03/13/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	CANCELLATION REIMBUREMENT	100.00
41919	03/13/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9924202	209.02
41920	03/13/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUNDS 5854001	135.99
41921	03/13/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 7052001	153.56
41922	03/13/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9920903	205.81
41923	03/13/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9925303	134.57
41924	03/13/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUNDS 9919355	150.00
41925	03/13/2025	FINANCE	Water Utility	OTP- UB REFUNDS	UB TERM REFUND 9925085-513456	82.81
41926	03/13/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9893252	35.97
41927	03/13/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9924154	53.65
41928	03/18/2025	CITY CLERK'S OFFICE	City Council	DIEBERTS CREATIVE COPY INC	WOMAN OF THE YEAR BOOKLET	199.44
41929	03/18/2025	CITY CLERK'S OFFICE	City Council	ANDREW J. MEDELLIN	WOMAN OF THE YEAR PLAQUES	770.74
41930	03/18/2025	GRANTS	TRANS - FIXED	MV TRANSPORTATION, INC.	TRANSIT OPERATOR 02/25	108,734.73
41930	03/18/2025	GRANTS	TRANS - DAR	MV TRANSPORTATION, INC.	TRANSIT OPERATOR 02/25	72,853.58
41931	03/18/2025	FINANCE	Finance	MV CHENG & ASSOCIATES, INC.	CONSULTING SERVICES: FINANCE DIRECTOR	1,968.75
41932	03/18/2025	HR/RISK MGT	HR/RISK MGT	SALLY SWANSON ARCHITECTS, INC.	ADA CONSULTANT	4,286.30
41933	03/18/2025	FLEET MAINTENANCE	Fleet Maintenance	DUSTIN PICKETT	TOOL REIMBURSEMENT	300.00
41934	03/18/2025	ENGINEERING	LTF - Streets	THE MADERA MAIL DROP	PLAN & SPECS PRINTING	238.50
41935	03/18/2025	FLEET ACQUISITION	Fleet Acquisition	TERRICORP INC.	UTILITY TRUCK #2025	129,016.41
41936	03/18/2025	FLEET MAINTENANCE	Fleet Maintenance	TIM RAZZARI MOTORS INC	ENGINE DIAGNOSIS & REPLACEMENT	21,074.00
41937	03/18/2025	FINANCE	PD Operations	AT&T	02/25 FIRSTNET SERVICE 287302965625	7,140.44
41938	03/18/2025	ENGINEERING	Sewer Capital Outlay	BLAIR CHURCH & FLYNN	PROFESSIONAL ENGINEERING SVS	2,190.00
41939	03/18/2025	INFORMATION SERVICES	Computer Replacement	CDW GOVERNMENT, INC	CYLANCE LICENSING RENEWAL	6,526.80
41940	03/18/2025	FACILITIES	Facilities Maintenance	CA DEPARTMENT OF TRANSPORTATION	SHARED COST - CAL-TRANS	9,791.43
41941	03/18/2025	FINANCE	General Fund	DIVISION OF THE STATE ARCHITECT	SB DSA 796 QTR 1 FY 24/25 CORRECTED	924.80
41942	03/18/2025	HR/RISK MGT	HR/RISK MGT	OCCUPATIONAL HEALTH CENTERS OF CALIFORNIA, A	PRE-EMPLOYMENT SERVICES	217.00
41943	03/18/2025	FLEET MAINTENANCE	Fleet Maintenance	CUMMINS PACIFIC LLC	REPAIRS - #3007	5,941.17
41944	03/18/2025	PW ADMIN	Tire Clean Up	DEPARTMENT OF RESOURCES RECYCLING & RECOVE	UNSPENT FUNDS GRANT SB1383	87,781.00

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41945	03/18/2025	GRANTS	INTERMODAL BLDG	DIAMOND COMMUNICATIONS	FIRE ALARM MONITORING - TRANSIT	80.00
41946	03/18/2025	FINANCE	WATER CONSERV	CITY OF MADERA	TOILET REBATE - 7893001	99.00
41946	03/18/2025	FINANCE	WATER CONSERV	CITY OF MADERA	MULCH REBATE - 9897117	85.68
41946	03/18/2025	FINANCE	WATER CONSERV	CITY OF MADERA	DISHWASHER REBATE - 8224196	200.00
41947	03/18/2025	GRANTS	Permanent Local Housing /	MADERA RESCUE MISSION, INC.	PLHA INVOICE 01/25	12,730.35
41948	03/18/2025	HR/RISK MGT	HR/RISK MGT	MADERA TRIBUNE	JOB ADVERTISEMENT	91.20
41949	03/18/2025	PW ADMIN	STREETS	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL	766.86
41949	03/18/2025	PW ADMIN	Street Cleaning	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL	5,844.67
41949	03/18/2025	PW ADMIN	PW Safe & Clean Initiative	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL	2,037.92
41950	03/18/2025	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	02/25 SERVICES 9920095153-3	105.02
41950	03/18/2025	FINANCE	Central Admin	PACIFIC GAS & ELECTRIC	02/25 SERVICES 9920095153-3	905.96
41950	03/18/2025	FINANCE	Comm & Rec Centers	PACIFIC GAS & ELECTRIC	02/25 SERVICES 9920095153-3	4,043.19
41950	03/18/2025	FINANCE	DRAINAGE	PACIFIC GAS & ELECTRIC	02/25 SERVICES 9920095153-3	1,502.07
41950	03/18/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	02/25 SERVICES 9920095153-3	6,304.09
41950	03/18/2025	FINANCE	Fire	PACIFIC GAS & ELECTRIC	02/25 SERVICES 9920095153-3	940.31
41950	03/18/2025	FINANCE	Parks	PACIFIC GAS & ELECTRIC	02/25 SERVICES 9920095153-3	243.56
41950	03/18/2025	FINANCE	Sewer Mtnc/Operations	PACIFIC GAS & ELECTRIC	02/25 SERVICES 9920095153-3	980.47
41950	03/18/2025	FINANCE	SOLID WASTE	PACIFIC GAS & ELECTRIC	02/25 SERVICES 9920095153-3	506.07
41950	03/18/2025	FINANCE	Sr Citizen Community Serv	PACIFIC GAS & ELECTRIC	02/25 SERVICES 9920095153-3	8.66
41950	03/18/2025	FINANCE	Water Mtnc/Operations	PACIFIC GAS & ELECTRIC	02/25 SERVICES 9920095153-3	15,684.57
41950	03/18/2025	FINANCE	Zone 24 Activities	PACIFIC GAS & ELECTRIC	02/25 SERVICES 9920095153-3	21.38
41950	03/18/2025	FINANCE	Zone 26 Activities	PACIFIC GAS & ELECTRIC	02/25 SERVICES 9920095153-3	12.21
41950	03/18/2025	FINANCE	Zone 31A Activities	PACIFIC GAS & ELECTRIC	02/25 SERVICES 9920095153-3	21.03
41950	03/18/2025	FINANCE	PD Operations	PACIFIC GAS & ELECTRIC	02/25 SERVICES 9920095153-3	5,162.48
41950	03/18/2025	FINANCE	Parking Dist Operation	PACIFIC GAS & ELECTRIC	02/25 SERVICES 9920095153-3	96.93
41951	03/18/2025	FLEET MAINTENANCE	Insurance/Reimbursed Dar	SILVA'S AUTO BODY	UNIT #6031 REPAIRS	2,565.49
41952	03/18/2025	BUILDING	Building	BLDING/PLAN REFND	PROJECT CANCELLED - REIMBURSE FEE	403.25
41952	03/18/2025	BUILDING	General Fund	BLDING/PLAN REFND	PROJECT CANCELLED - REIMBURSE FEE	5.13
41953	03/18/2025	BUILDING	Building	BLDING/PLAN REFND	PROJECT CANCELLED - REIMBURSE FEE	226.74
41953	03/18/2025	BUILDING	General Fund	BLDING/PLAN REFND	PROJECT CANCELLED - REIMBURSE FEE	1.50
41954	03/18/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB 9924127 1417 NOREEN	130.06
41955	03/18/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB 9924586 1653 ADANAC	141.52
41956	03/18/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB 9923323 1356 COCONUT	142.25
41957	03/18/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB 9920782 1505 FOUNTAIN	54.16
41958	03/18/2025	UB - WATER	SOLID WASTE	OTP- UB REFUNDS	UB 10000103 653 ABBY	19.31
BANK #1 - US BANK GENERAL ACCOUNT TOTAL						\$ 957,997.61



REPORT TO CITY COUNCIL

Approved by:

Council Meeting of: April 2, 2025

Agenda Number: B-3

Joseph Hebert

Joseph Hebert, Parks & Community Services Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

SUBJECT:

Transportation Art Maintenance Agreement with the Department of Transportation for the Block Wall Enhancement Project

RECOMMENDATION:

Adopt a Resolution Approving a Transportation Art Maintenance Agreement (TAMA) with the Department of Transportation (Caltrans) for the Block Wall Enhancement Project

SUMMARY:

On August 2, 2023, the Council approved the selection of five artwork pieces to be installed along the block wall on the east side of State Route 99, south of 4th Street. The block wall and the selected artwork were part of the State Route 99 Block Wall Enhancement Project, for which the City entered into an agreement on February 15, 2023. The agreement initially covered the related costs associated in the selection of artists and artwork.

Since then, the artists and artwork have been selected. Caltrans has now requested the completion of the TAMA to memorialize the maintenance aspect of the artwork installed on the block wall.

DISCUSSION:

Specifically, the Madera Block Wall Enhancement Project aimed at:

- Beautifying the constructed block wall on the east side of SR 99, south of the 4th Street off-ramp.
- Aesthetically enhancing the area by adding landscaping features.

- Adding to placemaking by promoting civic pride, connection, and community placemaking through the installation of artistic design on the block wall.

As part of these efforts, Caltrans erected a split-face concrete masonry wall, as well as landscaping on the east side of State Route 99. This wall allowed for the installation of artwork vinyl panels to be selected by the City.

During the February 15, 2023, Council meeting, staff presented the Clean California State Beautification Program – Madera Block Wall Enhancement Project implementation plan and requested direction on several items. During said meeting, Council:

- Approved the Transportation Arts Agreement awarded by Caltrans to the City for \$100,000
- Approved a Memorandum of Understanding (MOU) awarded by the City to the Madera County Arts Council (MCAC) for \$6,000
- Established the Arts Selection Committee (ASC)
- Appointed, at the time, Mayor Pro Tem Mejia and Councilmember Evans to the ASC

The MOU between the City and MCAC outlined that the latter would assist with the sourcing of an artist, artwork and the installation process, whereas the ASC would assist in the finalization of the solicitation process and the selection of the artwork. The ACS would ultimately make a recommendation of artwork to the Council for approval. Upon Council approval of the art, the ASC would dissolve.

On August 2, 2023, staff brought the item back to the Council, for the consideration of artists and artwork recommendations. The ASC did oversee the solicitation process, which included publishing a Request for Proposals (RFP). The RFP included eligibility, general specifications, artwork qualities, acknowledgments, and selection criteria. After rating responses, the ASC was tasked with making a recommendation to the City Council. There were several artists and artwork pieces selected for consideration, with at least three options for artwork cohesiveness presented to the Council. It was during this meeting that the Council selected the following artists and artwork as listed in Table 1 below.

Table 1: Selected Artists and Artwork for the Block Wall Enhancement Project	
Artists Name	Artwork Title
Daniel Van Gerpen	<i>Full of Promise</i>
Amy P. Morgan	<i>Valley Animal Icons</i>
Patricia Pratt	<i>Central Valley Flora & Fauna</i>
Andrea Torres	<i>From Dawn to Dusk</i>
Anne Whitehurst	<i>Westside Sunset</i>

After the artists and artwork were selected, staff proceeded to the next step of the project: installation of the artwork. This step included the digital photographing of the artwork and the

selection of the appropriate printing company that was able to produce the high-grade vinyl artwork panels. The artwork panels were installed on March 8, 2024, by Caltrans. Due to term agreements between Caltrans and their contractor, Caltrans requested that the artwork be installed at the time with the understanding that the TAMA would still need to be executed when the agreement was reviewed and prepared by Caltrans. City staff recently received the agreement and is presenting it to Council for consideration.

In summary, the TAMA outlines the following:

- The location of the project.
- Acknowledges the agreement all five artists executed between the artists and Caltrans, for waiver of any and all rights, ownership of the artwork, and nonexclusive right to reproduce and use the artwork for non-commercial purposes.
- Maintenance responsibilities of the City to maintain artwork panels and restore them when damaged.
- City to apply for a no-cost encroachment permit to perform needed maintenance.

Staff has been monitoring the panels since their installation, with no incidents to report to date.

FINANCIAL IMPACT:

There is no additional anticipated impact on the City's Fiscal Year (FY) 2024/25 Budget as related to this project. The initial agreement, set at \$100,000 with Caltrans, for the artwork selection and printing of artwork allowed staff to secure additional panels. There are replacement panels readily available for when the existing panels become damaged or worn beyond repair, stored at the City's Corporation Yard. This will alleviate the need to purchase additional panels when the time comes. The expected lifespan of the panels, as printed on the high-grade vinyl is estimated at 3-4 years, with the weather conditions and sun exposure affecting the actual lifespan of the panels, as the panels are exposed to the elements.

Table 2 provides a synopsis of expenses associated with the Block Wall Enhancement Project, for which the City has been fully reimbursed for.

Table 2: Expenses to date and anticipated expenses	
Tasks	Amount
MCAC: Administrative fee for their assistance with the project	\$6,000
\$250 to each of the 9 artists finalists for their time and material	\$2,250
Panel compensation: selected artists received \$8,000/each (5 artists)	\$40,000
Photographing of artwork for digital file cleaning, conversion of artwork to vinyl-wrapped foam panels, framing of panels, and replacement panels	\$51,750
Total	\$100,000

ALTERNATIVES:

In considering the Council's options regarding the approval of the TAMA between City and Caltrans pertaining to the Block Wall Enhancement project, two potential alternatives are identified for consideration:

- The Council may choose to request that staff bring additional information back to a subsequent meeting. This option allows the Council to seek further clarification on specific aspects of the request.
- The Council may elect not to approve the agreement at this time, and request specific changes be discussed with Caltrans for agreement terms that the Council would be better inclined to approve.

ATTACHMENTS:

1. Resolution Approving a Transportation Art Maintenance Agreement with the Department of Transportation for the Block Wall Enhancement Project
 - a. Exhibit 1 – Transportation Art Maintenance Agreement

ATTACHMENT 1

Resolution Approving a Transportation Art Maintenance Agreement with the Department of
Transportation for the Block Wall Enhancement Project
a. Exhibit 1 – Transportation Art Maintenance Agreement

RESOLUTION NO. 25 - _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA APPROVING A TRANSPORTATION ART MAINTENANCE
AGREEMENT WITH THE DEPARTMENT OF TRANSPORTATION FOR THE
BLOCK WALL ENHANCEMENT PROJECT**

WHEREAS, in 2021 the State allocated over \$1.1 billion for the Clean California initiative that aimed to make a significant investment in litter collection, community engagement, and education to ultimately transform unsightly roadsides into spaces of pride for all Californians; and

WHEREAS, the Department of Transportation (Caltrans) and the City entered into a cooperative agreement under the Clean California State Beautification Program to fund the Madera Block Wall Enhancement Project for \$100,000; and

WHEREAS, specifically, the Project aims to beautify the newly constructed block wall on the east side of State Route 99, before the northbound 4th Street off-ramp; and

WHEREAS, on August 2, 2023, five artists and five artwork pieces were selected for the installation on the block wall; and

WHEREAS, a Transportation Art Maintenance Agreement (TAMA) has to be executed for the noted completion of the project; and

WHEREAS, the TAMA outlines the City's and Caltrans' terms of agreement for the maintenance of the artwork installed on the block wall; and

WHEREAS, the TAMA is in the best interests of the City, Caltrans, and the citizens of Madera.

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

1. The above recitals are true and correct.
2. The Council approves the Transportation Art Maintenance Agreement between the City and Caltrans, as it relates to the Block Wall Enhancement Project, attached hereto as Exhibit 1 and incorporated by reference.
3. This resolution is effective immediately upon adoption.

Exhibit 1 – Transportation Art Maintenance Agreement

**TRANSPORTATION ART MAINTENANCE AGREEMENT
WITH
CITY OF MADERA**

This Transportation Art Maintenance Agreement ("AGREEMENT") executed on and effective from _____, is made by and between the State of California, acting by and through the California Department of Transportation ("STATE"), and the City of Madera ("LOCAL AGENCY"); each may be referred to individually as a "PARTY," and jointly as "PARTIES."

RECITALS

1. The PARTIES desire to work together to allocate their respective obligations to the Transportation Art Project (Block Wall Enhancement) installed within STATE Right of Way by Cooperative Agreement number 06-1770.
2. This AGREEMENT will set forth the LOCAL AGENCY's maintenance responsibilities for the Transportation Art Project ("ARTWORK") that is installed within the STATE Right of Way on the block wall along northbound Route 99 south of the 6th Street Overcrossing Between Postmile 10.4/10.7, as shown in Exhibit A, attached hereto.
3. Prior to execution of this AGREEMENT, the authors of ARTWORK executed a written agreement conveying to STATE a) a waiver of any and all rights in the ARTWORK under 17 U.S.C. section 106A and related laws, b) physical ownership of and right to possess the ARTWORK, and c) a nonexclusive license to reproduce and use the ARTWORK for non-commercial purposes. This written agreement between STATE and the authors of ARTWORK were executed on 10/30/2024 (Daniel Van Gerpen), 10/30/2024 (Amy P. Morgan), 10/30/2024 (Andrea Torres), 10/30/2024 (Anne Whitehurst), and 11/7/2024 (Patricia Pratt).

TERMS

1. Definitions.
 - A. "AGREEMENT" means this AGREEMENT between STATE and LOCAL AGENCY along with exhibits and attachments attached during the execution of this AGREEMENT or in the future by mutual consent of the PARTIES.
 - B. "ARTWORK" means the entire Transportation Art Project installed or painted within the STATE Right of Way depicted or described in Exhibit A attached to this AGREEMENT."

2. Agreements with Creators of ARTWORK. LOCAL AGENCY agrees, represents, and warrants that the author or authors of ARTWORK executed a written agreement, in a form approved by STATE, conveying to STATE a) a waiver of any and all rights in the ARTWORK under 17 U.S.C. section 106A and related laws, b) physical ownership of and right to possess the ARTWORK, and c) a nonexclusive license to reproduce and use the ARTWORK for non-commercial purposes. LOCAL AGENCY shall be solely responsible for any damages (including exemplary and punitive damages) arising from its breach of and/or failure to fully comply with this provision of the AGREEMENT.
3. Maintenance Obligation and Standards. LOCAL AGENCY shall have the obligation to maintain the ARTWORK in accordance with this AGREEMENT so long as the ARTWORK exists in any form and in any condition. LOCAL AGENCY shall perform all maintenance of the ARTWORK in compliance with terms of the AGREEMENT, the standards set forth in California Streets and Highways Code section 27, and in accordance with all other applicable California laws, regulations, and standards, including the STATE's Project Development Procedures Manual (PDPM), Chapter 29, Transportation Art, STATE's Maintenance Manual, policies, procedures, and specifications in effect as of the execution of this AGREEMENT and as subsequently amended. The obligation to maintain the ARTWORK shall include routine inspections of the ARTWORK and the maintenance, repair, and cleaning of the ARTWORK, as well as the restoration of damaged ARTWORK, graffiti removal (in accordance with the terms of this AGREEMENT), and the removal of dirt, debris, vegetation growth, and weeds surrounding or obscuring the ARTWORK (hereafter collectively referred to as "MAINTAIN/MAINTENANCE"). LOCAL AGENCY's obligation to MAINTAIN the ARTWORK is until the ARTWORK is removed consistent with terms of this AGREEMENT.
4. Encroachment Permits. Before LOCAL AGENCY, or any of its agents, may enter STATE right of way to perform MAINTENANCE of the ARTWORK, or any MAINTENANCE within STATE's right of way in which the ARTWORK is located, LOCAL AGENCY shall have applied for and obtained, from the applicable STATE District, an Encroachment Permit in accordance with the STATE Encroachment Permit process. For the term of this AGREEMENT, LOCAL AGENCY shall obtain any encroachment permits required by law to perform the obligations under this AGREEMENT. STATE shall issue any and all encroachment permits at no cost to LOCAL AGENCY. LOCAL AGENCY's contractors and subcontractors, including the artist who creates the ARTWORK, shall apply for, and be issued encroachment permits to perform work within STATE's right of way, to the extent required by law. If the encroachment permit and this AGREEMENT conflict, the requirements of this AGREEMENT will prevail.

5. Graffiti Removal. LOCAL AGENCY, at LOCAL AGENCY's sole cost and expense, shall remove all graffiti from the ARTWORK. LOCAL AGENCY is solely responsible for ensuring that any graffiti that in any way resembles a mural, artwork, paintings, or other similar elements shall not be removed without the written authorization of STATE. Graffiti removal must protect air and water quality as required by law. LOCAL AGENCY shall conform to the terms stated in STATE's Maintenance Manual, Volume 1, Family D Chapter, D1.06.
6. Restoration of ARTWORK. LOCAL AGENCY, at LOCAL AGENCY's expense, shall restore damaged ARTWORK to its original condition as set forth in Exhibit A either within thirty (30) calendar days of discovery of such damage or within thirty (30) calendar days of being notified in writing by STATE, whichever is sooner. If LOCAL AGENCY is unable to or otherwise fails to restore the damaged ARTWORK by this time, STATE may provide a plan to LOCAL AGENCY which is reasonable and in good faith to perform the required operation.
7. Routine MAINTENANCE. LOCAL AGENCY shall ensure the ARTWORK is provided with adequate routine MAINTENANCE necessary to maintain a neat and attractive appearance in accordance with a schedule mutually agreed to by PARTIES. LOCAL AGENCY shall coordinate said MAINTENANCE with STATE prior to the start of any work.
8. Failure to Perform MAINTENANCE. If during the term of this AGREEMENT, LOCAL AGENCY ceases to perform the MAINTENANCE of the ARTWORK to the satisfaction of STATE as provided by this AGREEMENT, STATE will provide written notice to LOCAL AGENCY to cure the default and LOCAL AGENCY will have thirty (30) calendar days within which to effect that cure. If LOCAL AGENCY does not MAINTAIN the ARTWORK or establish a plan and schedule to do so that is acceptable to STATE, STATE may either perform the MAINTENANCE on behalf of LOCAL AGENCY at LOCAL AGENCY's expense, remove the ARTWORK at LOCAL AGENCY's sole cost and expense and restore STATE's right of way to its prior condition, or direct the LOCAL AGENCY to do so at LOCAL AGENCY's expense. LOCAL AGENCY hereby agrees to pay said STATE costs and expenses, within thirty (30) calendar days of receipt of billing by STATE.
9. Duties Upon Termination. In the event this AGREEMENT is terminated, LOCAL AGENCY shall remove the ARTWORK if STATE provides written consent for such removal and restore STATE's right of way to a safe and attractive condition compliant with all applicable laws and regulations and acceptable to STATE.
10. Additional LOCAL AGENCY Duties. During any MAINTENANCE work under this AGREEMENT, LOCAL AGENCY shall be responsible for MAINTAINING traffic operations and traffic control, including traffic lane closures as needed, to perform the MAINTENANCE in a safe and lawful manner. LOCAL AGENCY shall be responsible for obtaining any encroachment permits required by STATE or

under this AGREEMENT. LOCAL AGENCY shall be responsible for complying with any and all state laws and regulations in the performance of its MAINTENANCE duties. LOCAL AGENCY shall provide STATE's District 6 Area Maintenance Superintendent, (559) 674-7118, at least twenty-four (24) hours prior telephone or email notice before performing any maintenance services under this AGREEMENT. MAINTENANCE services shall be performed between the hours of 9:00 AM and 3:00 PM or a time otherwise authorized by STATE and may be performed on weekends and holidays if necessary.

11. Location Impacts. Except as expressly authorized in writing by STATE, LOCAL AGENCY, in performing its obligations under this AGREEMENT, shall not alter any existing freeway or highway structure or facility, nor shall it remove any landscaping within the STATE's right of way to MAINTAIN or alter the ARTWORK.
12. Costs and Expenses Borne by LOCAL AGENCY. The cost and expense of all work by or on behalf of LOCAL AGENCY shall be borne solely by LOCAL AGENCY, and no cost or expense shall be borne by STATE. STATE will not be responsible for the cost or expense of any MAINTENANCE, or any other maintenance, graffiti removal, repair, or restoration of the ARTWORK. STATE will not be responsible for any damages caused by any vandalism or accidents on the roadway. STATE shall only be responsible for its own direct actions.
13. Obligation to Remove ARTWORK. LOCAL AGENCY shall remove the ARTWORK whenever, in the opinion of STATE, it creates a maintenance, safety, or operational concern. In the event LOCAL AGENCY fails to remove the ARTWORK in a timely manner, STATE may remove the ARTWORK thirty (30) calendar days following written notification to LOCAL AGENCY, and STATE will bill LOCAL AGENCY for, and LOCAL AGENCY shall pay, all costs and expenses arising from its removal and for the restoration of STATE's right of way to their original condition. STATE reserves the right to remove the ARTWORK or alter parts thereof due to any emergency, such as, but not limited to, an immediate safety hazard to the public as determined by STATE. Removal activities may include any construction, rehabilitation, or other necessary activities affecting transportation facilities without any obligation, compensation to, or approval of LOCAL AGENCY.
14. Unsatisfactory Conditions. STATE may provide LOCAL AGENCY with timely written notice of unsatisfactory conditions that require correction by the LOCAL AGENCY. However, the non-receipt of notice does not excuse LOCAL AGENCY from performing maintenance responsibilities assumed under this AGREEMENT. STATE shall notify LOCAL AGENCY at least thirty (30) calendar days in advance of any planned work that may impact the ARTWORK. If the work required is due to a safety hazard, this notification period does not apply, and STATE will notify LOCAL AGENCY as soon as practicable of the planned or performed work.

15. Acknowledgement of Title. LOCAL AGENCY, and its agents, recognize that STATE owns the exclusive title to the ARTWORK, including but not limited to, the right physically to possess, transfer, sell, dispose of, or destroy the ARTWORK.
16. Effect on Prior Maintenance Agreements. This AGREEMENT does not supersede or replace any prior maintenance agreements between LOCAL AGENCY and STATE concerning the highways, freeways, or other STATE facilities within the STATE right of way in which the ARTWORK is placed, except to the extent those agreements concern or effect the ARTWORK or the purposes of this AGREEMENT.
17. Encampments. If encampments belonging to Persons Experiencing Homelessness (PEH) are encountered by LOCAL AGENCY during MAINTENANCE of the ARTWORK, the LOCAL AGENCY will inform the STATE and comply with any existing agreements between STATE and LOCAL AGENCY regarding the removal of the PEH and any structures, personal property, debris, and/or other items related to the encampment that covers the location(s) shown in Exhibit A, subject to STATE's Encampment Removal policy, MPD 1001 R1 and applicable State and Federal law. In the absence of any such agreements, STATE will determine how to proceed with the PEH and encampment(s) and communicate with LOCAL AGENCY on how to proceed with MAINTENANCE under this AGREEMENT.
18. No Third-Party Beneficiaries. This AGREEMENT is not intended to create duties, obligations, or rights of third parties beyond the PARTIES to this AGREEMENT. Nor does this AGREEMENT affect a PARTY's legal liability by imposing any standard of care for the operation and maintenance of STATE highways and LOCAL AGENCY facilities different from the standard of care imposed by law.
19. Indemnification.
 - A. Neither LOCAL AGENCY nor any of its officers or employees is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE in connection with any work, authority or jurisdiction conferred upon STATE pursuant to this AGREEMENT. To the extent permitted by law, STATE shall fully defend, indemnify, and save harmless LOCAL AGENCY and its officers and employees from all claims, suits or actions of every kind occurring by reason of anything done or omitted to be done by STATE, its contractors, sub-contractors, and/or its agents pursuant to this AGREEMENT.
 - B. Neither STATE nor any of its officers or employees is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by LOCAL AGENCY in connection with any work, authority or jurisdiction conferred upon LOCAL AGENCY pursuant to this AGREEMENT. To the extent permitted by law, LOCAL AGENCY shall fully defend, indemnify, and save harmless STATE and its officers and employees from all claims, suits or actions of

every kind occurring by reason of anything done or omitted to be done by LOCAL AGENCY, its contractors, sub-contractors, and/or its agents pursuant to this AGREEMENT.

20. Prevailing Wages and Labor Code Compliance. LOCAL AGENCY shall comply with any and all applicable labor and prevailing wage requirements in Labor Code Sections 1720 through 1815 and implementing regulations for any public works or maintenance contracts and subcontracts executed for the LOCAL AGENCY's work under this AGREEMENT.
21. Insurance. LOCAL AGENCY and its contractors and subcontractors shall maintain in force during the term of this AGREEMENT a policy of general liability insurance, including coverage of bodily injury and property damage liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence, \$2 million in aggregate, and \$5 million in excess. LOCAL AGENCY will provide a certificate of insurance evidencing this insurance in a form satisfactory to STATE
22. Termination. This AGREEMENT may be terminated by the mutual written consent of each PARTY. STATE may terminate this AGREEMENT at any time with or without cause.
23. Successors. This AGREEMENT shall be binding upon and inure to the benefit of each of the PARTIES and their respective successors-in-interest including, any subsequently incorporated city or other municipality established within the LOCAL AGENCY's jurisdictional limits. If the successor city or municipality fails to accept the obligations of the LOCAL AGENCY by entering into a new agreement with STATE, LOCAL AGENCY shall continue to be contractually bound by the terms of this AGREEMENT.
24. Authority. Each individual executing this AGREEMENT on behalf of each PARTY represents and warrants that the individual is duly authorized to execute this AGREEMENT. LOCAL AGENCY represents and certifies that it has, through its regular political process, authorized the execution of this AGREEMENT by appropriate resolution, delegation, or plenary authority, as required. Further, on _____, the Council of the City of Madera through Resolution No. _____ approved a recommendation to accept MAINTENANCE responsibilities for the ARTWORK.
25. Amendment to Agreement. The terms of this AGREEMENT can be changed only by a formal written amendment executed by all PARTIES.
26. Counterparts. This AGREEMENT may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

27. Electronic Signatures. Electronic signatures of the PARTIES, whether digital or encrypted, are intended to authenticate this written AGREEMENT, and shall have the same force and effect as manual signatures for this AGREEMENT.

THE CITY OF _____ MADERA _____

Dated: _____
Cece Gallegos,
Mayor

APPROVED AS TO FORM:

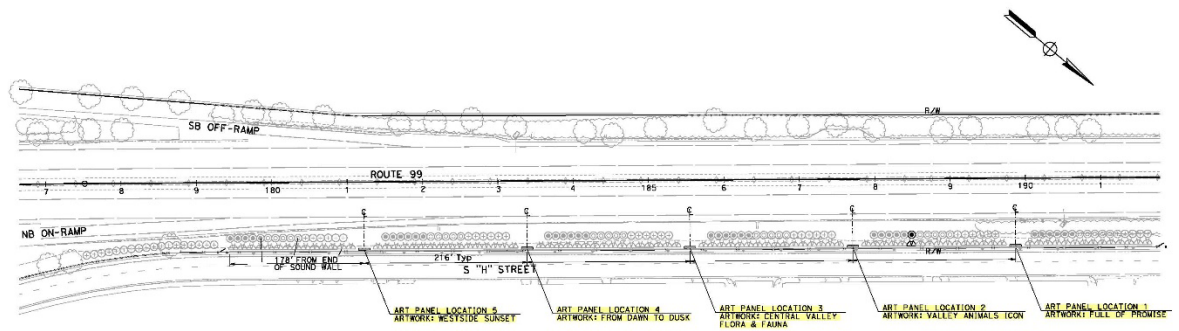
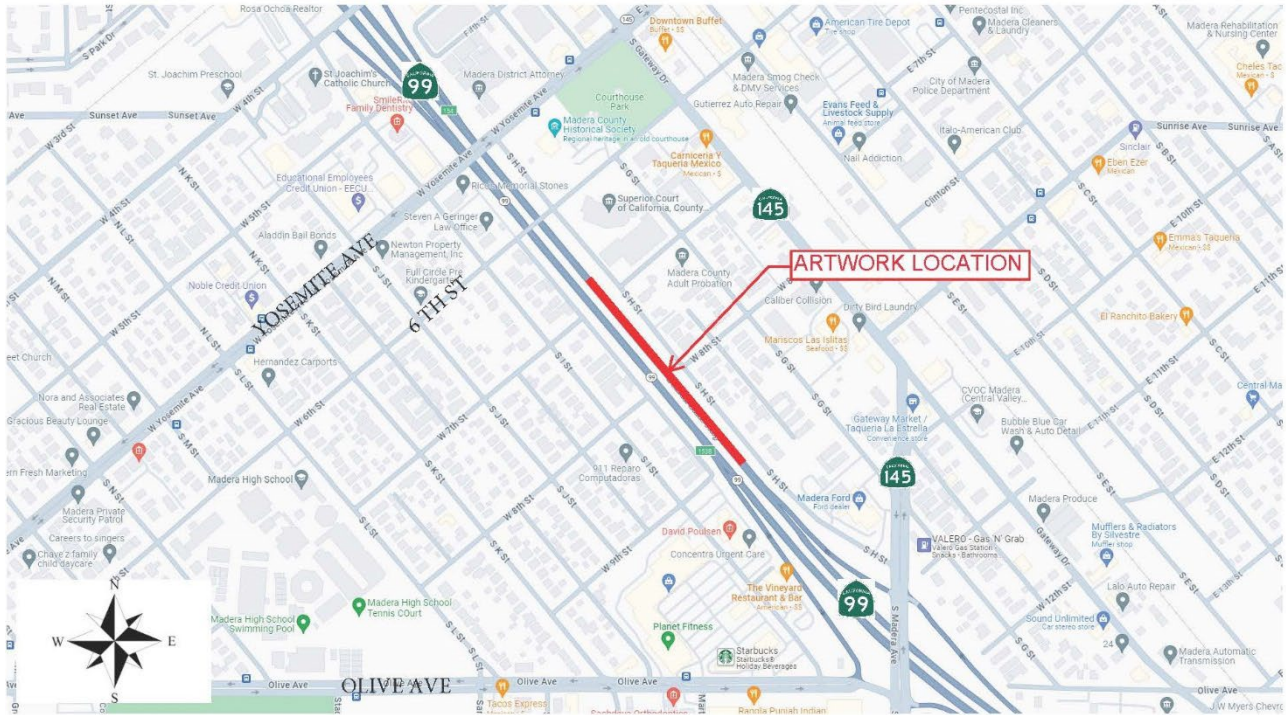
Dated: _____
Shannon L. Chafin,
City Attorney

ATTEST:
Dated: _____
Alicia Gonzales,
City Clerk

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

Dated: _____
John Liu, Deputy District
Director Maintenance
and Operations

EXHIBIT A1



ARTWORK LOCATIONS

EXHIBIT A2



ARTWORK RENDERING

EXHIBIT A3

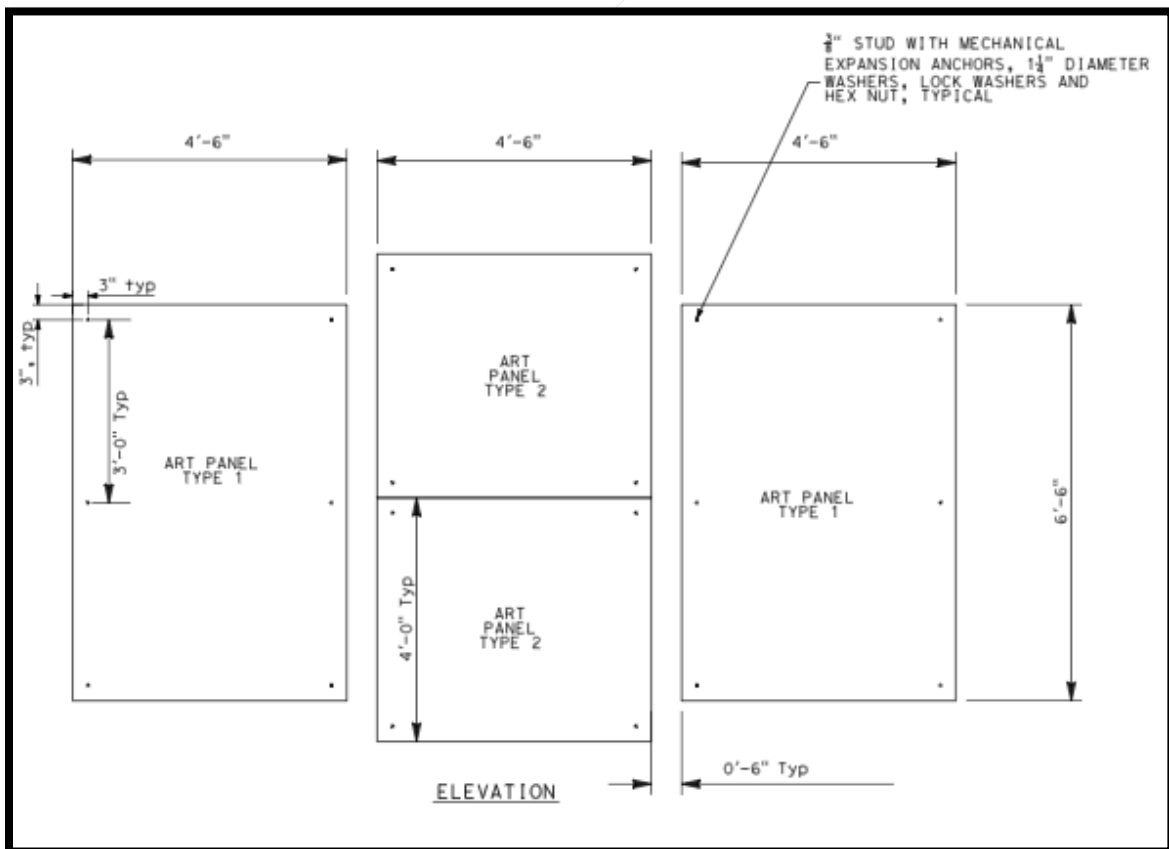
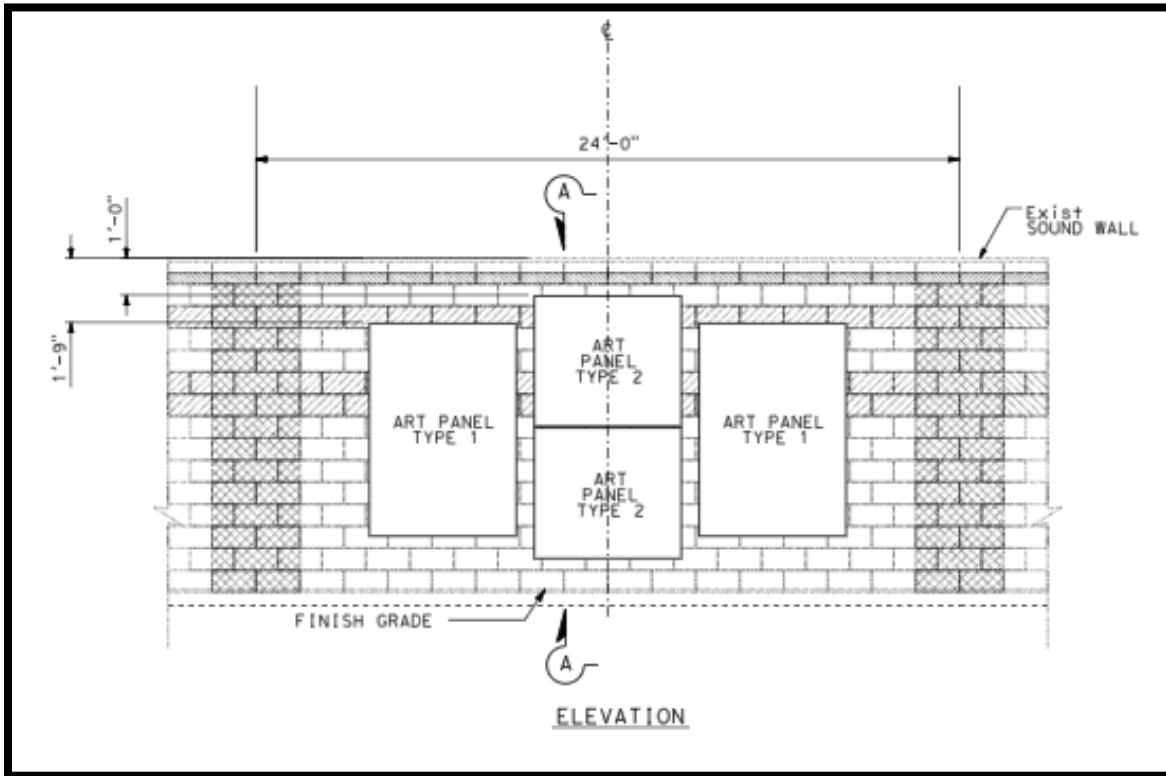
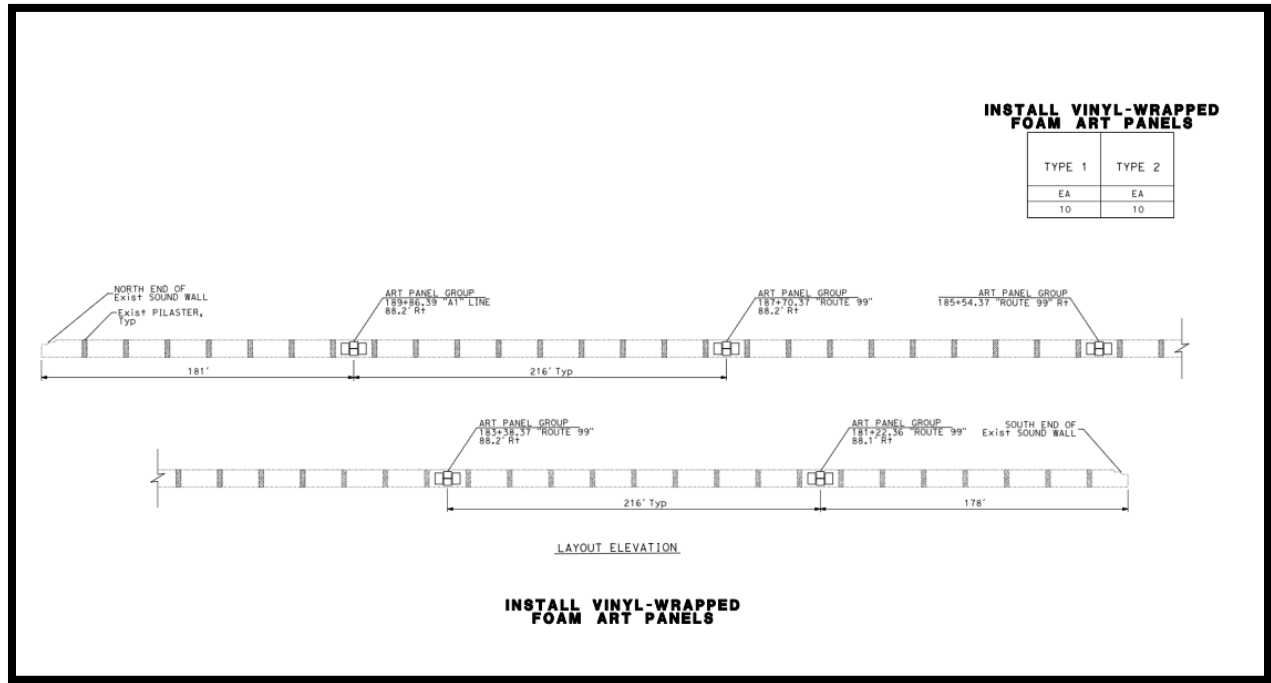


EXHIBIT A4



Renderings of Selected Artwork

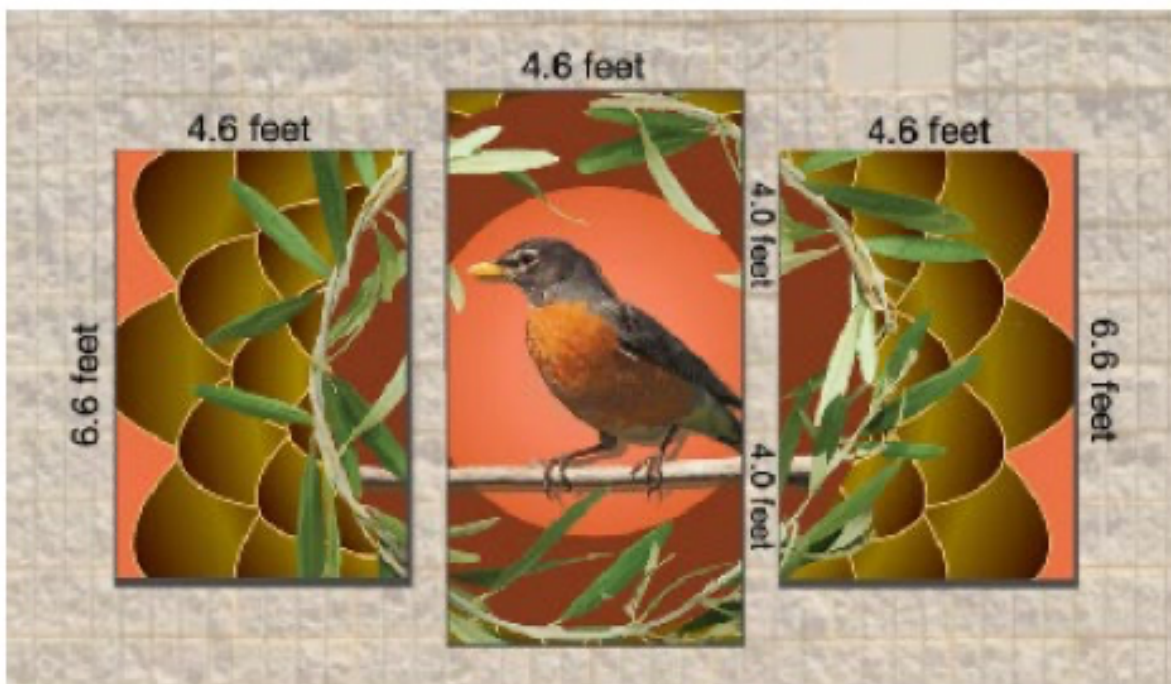


Artwork Above by Daniel Van Gerpen, *Full of Promise*

EXHIBIT A5

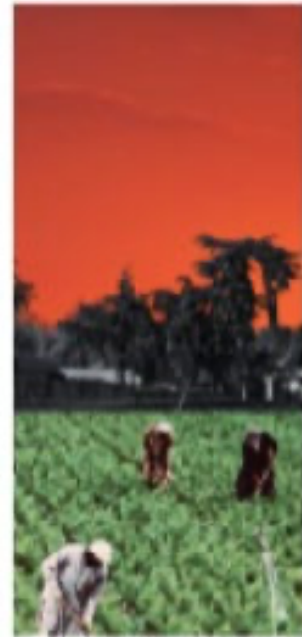


Artwork Above by Amy P. Morgan, *Valley Animal Icons*



Artwork Above by Patricia Pratt, *Central Valley Flora & Fauna*

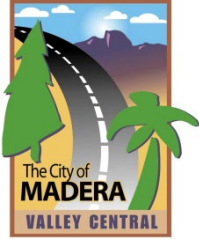
EXHIBIT A6



Artwork Above by Andrea Torres, *From Dawn to Dusk*



Artwork Above by Anne Whitehurst, *Westside Sunset*



REPORT TO CITY COUNCIL

Approved by:

Council Meeting of: April 2, 2025

Agenda Number: B-4

Joseph Hebert

Joseph Hebert, Parks & Community Services Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

SUBJECT:

Madera County Department of Child Support Services Fee Waiver Request for the 3rd Annual Kickball Charity Tournament Event

RECOMMENDATION:

Adopt a Resolution waiving the rental fees of the Sunrise Rotary Sports Complex on May 24, 2025, related to the 3rd Annual Kickball Charity Tournament event hosted by the Madera County Department of Child Support Services, at an anticipated fee rental of \$437.50

SUMMARY:

The City received a request from the Madera County Department of Child Support Services (MCDCSS) seeking a waiver of rental fees for the use of several softball fields at Sunrise Rotary Sports Complex (SRSC) to host the 3rd Annual Kickball Charity Tournament event. The event is scheduled for Saturday, May 24, 2025, from 8:00 a.m. to 3:00 p.m.

DISCUSSION:

The MCDCSS has submitted a formal request to use the SRSC fields, specifically the north and south softball fields at the park.

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

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

This event is subject to all other applicable requirements. This includes the provision of acceptable rental insurance.

FINANCIAL IMPACT:

The applicable costs associated with the rental of the fields at SRSC, with the space as requested, are summarized in Table 1, which would be applicable for this rental. Costs are derived from the City of Madera Master Fee Schedule.

Table 1: Estimated Financial Impact Without Fee Waiver	
Administrative Fee	\$25
Deposit	\$100
Special Event	\$100
Rental of Fields	\$212.50
Total	\$437.50

The total applicable cost for the SRSC field rental would be \$437.50.

ALTERNATIVES:

The Council may elect to reject the fee waiver and require the MCDCCSS to remit any associated fees if they wish to rent SRSC north and south fields for the 3rd Annual Kickball Charity Tournament event.

ATTACHMENTS:

1. Resolution – Waiving the rental fees of the Sunrise Rotary Sports Complex on May 24, 2025, related to the 3rd Annual Kickball Charity Tournament event hosted by the Madera County Department of Child Support Services, at an anticipated fee rental of \$437.50

ATTACHMENT 1

Resolution – Waiving the rental fees of the Sunrise Rotary Sports Complex on May 24, 2025, related to the 3rd Annual Kickball Charity Tournament event hosted by the Madera County Department of Child Support Services, at an anticipated fee rental of \$437.50

RESOLUTION NO. 25-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA WAIVING THE RENTAL FEES OF THE SUNRISE ROTARY
SPORTS COMPLEX ON MAY 24, 2025, RELATED TO THE 3RD ANNUAL
KICKBALL CHARITY TOURNAMENT EVENT HOSTED BY THE MADERA
COUNTY DEPARTMENT OF CHILD SUPPORT SERVICES, AT AN
ANTICIPATED FEE RENTAL OF \$437.50**

WHEREAS, the City has received a request for waiving of fees for the rental of softball fields at the Sunrise Rotary Sports Complex (SRSC); and

WHEREAS, the request is from the Madera County Department of Child Support Services (MCDCSS); and

WHEREAS, the MCDCSS is looking to host the 3rd Annual Kickball Charity Tournament event; and

WHEREAS, the request is for rental utilization on Saturday, May 24, 2025, from 8:00 am – 3:00 pm, including setup and cleanup time; and

WHEREAS, the estimated fees for the request are calculated based on the City of Madera Master Fee Schedule; and

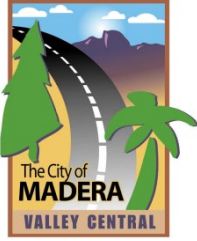
WHEREAS, the fees for the event are calculated at \$437.50; and

WHEREAS, the MCDCSS is still subject to providing insurance documentation for City facility rentals that meet City requirements.

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

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. The Council finds that the waiver of fees as set forth in this resolution serves a valid public purpose in that the Madera County Department of Child Support Services event not only encourages physical fitness and sportsmanship between employees but serves as a fundraiser for charities, which in turn directly may benefit the community.
3. The City Council does hereby waive the City fees for Rental Fees of the Sunrise Rotary Sports Complex on the date and time identified, subject to confirmation of insurance.
4. This resolution is effective immediately upon adoption.

* * * * *



REPORT TO CITY COUNCIL

Approved by:

Michael Lima

Michael Lima, Director of Financial Services

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: April 2, 2025

Agenda Number: B-5

SUBJECT:

Resolution Authorizing the Filing of Applications with the Federal Transit Administration (FTA)

RECOMMENDATION:

Adopt a resolution approving the City Manager or their designee the authority to submit and execute FTA applications on behalf of the City of Madera

SUMMARY:

As part of FTA's certification requirements under 49 U.S.C. Chapter 53 Title 23, a recipient wishing to submit an FTA application must meet the prerequisite of establishing an Authorizing Resolution identifying its agency's signatory. Doing so will allow the City to apply, execute, and receive FTA funds.

The City Manager or their designee would be identified as the authorized personnel to submit and execute FTA applications.

DISCUSSION:

One of FTA's prerequisites is that a recipient must demonstrate the legal capacity to carry out projects in federal assistance awards. Specifically, recipients must be eligible and authorized under state or local law to request, receive, and spend FTA funds in the administration of FTA-assisted projects. One of those prerequisites is that each recipient organization has an Authorizing Resolution from its Board of Directors, or equivalent, before being able to both apply for assistance and commit the recipient to compliance with terms of an award.

The City of Madera is a direct recipient of FTA Urbanized Area (UZA) Program Funds, and thus must meet the Authorizing Resolution requirement. These funds are used to support capital and operating projects. The last Authorizing Resolution was submitted on August 3, 2017. FTA is requesting an updated Resolution to meet this requirement. Staff is requesting that this

appointment be maintained by the City Manager or their designee for future FTA application submittal and execution. The proposed resolution is limited to applying for and receiving FTA funds.

FINANCIAL IMPACT:

Approval of this resolution has no direct financial impact. However, failure to submit an updated Authorizing Resolution to the FTA will impact the City's ability to apply for future funding.

ALTERNATIVES:

Council may request additional information from staff prior to approving this resolution.

ATTACHMENTS:

1. Resolution

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE FILING OF APPLICATIONS WITH THE
FEDERAL TRANSIT ADMINISTRATION, AN OPERATING ADMINISTRATION
OF THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FOR
FEDERAL TRANSPORTATION ASSISTANCE AUTHORIZED BY 49 U.S.C.
CHAPTER 53; TITLE 23, UNITED STATES CODE, OR OTHER FEDERAL
STATUTES ADMINISTERED BY THE FEDERAL TRANSIT ADMINISTRATION**

WHEREAS, the City of Madera (the "City") is a designated direct recipient to receive United States Department of Transportation grants through the Federal Transit Administrator (FTA); and

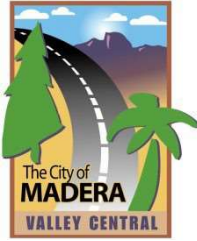
WHEREAS, the FTA has been delegated authority to award Federal financial assistance for a transportation project; and

WHEREAS, the grant or cooperative agreement for Federal financial assistance will impose certain obligations upon the applicant, and may require the applicant to provide the local share of the project cost; and

WHEREAS, the City has or will provide all annual certifications and assurances to the FTA required for the project.

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

1. That the recitals above are true and correct.
2. That the City Manager or their designee is authorized to execute and file an application for federal assistance on behalf of the City of Madera with the Federal Transit Administration for federal assistance authorized by 49 U.S.C. Chapter 53, title 23, United States Code, or other federal statutes authorizing a project administered by the Federal Transit Administration.
3. That the City Manager or their designee is authorized to execute and file with its applications the annual certifications and assurances and other documents the Federal Transportation Administration requires before awarding a federal assistance grant or cooperative agreement.
4. That the City Manager or their designee is authorized to execute grant and cooperative agreements with the Federal Transit Administration on behalf of City of Madera.
5. This resolution is effective immediately upon adoption.



REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, Department Director

Arnaldo Rodriguez, City Manager

Council Meeting of: April 2, 2025

Agenda Number: B-6

SUBJECT:

One Easement Deed for Sidewalk Improvements at Various Locations City Project R-94 Bid Package 3 Phase 2 AHSC Agreement No. 19-AHSC-12761

RECOMMENDATION:

Adopt a Resolution Approving an Agreement for Purchase of an Easement at 121 West Dunham Street (APN 012-054-013)

SUMMARY:

Right-of-Way (ROW) acquisition from one parcel of land is necessary for Sidewalk Improvements per City Project R-94 Bid Package 3 Phase 2 AHSC Agreement No. 19-AHSC-12761 (Project). Council previously approved similar ROW acquisitions for the same projects at its meetings of February 29th, March 5th, and March 19th. One additional acquisition is presented as part of this item.

The agreement and easement deed have been executed by the property owner and it is recommended for approval. The value of the land for the acquisition of the parcel is \$1,000. Funds for the ROW acquisition are included in the City's Fiscal Year (FY) 2024/25 Budget for the project.

DISCUSSION:

The scope of the project consists of installation of sidewalk improvements. This is part of a larger, previously approved project by the City Council. The project includes excavation of native soil, roadway excavation, demolition of concrete improvements, installation of curb ramps, curb and gutter, drive approaches, asphalt backpatch to new curb and gutter, tree removal, fence relocation, and adjusting utility boxes to grade. As part of the project, ROW acquisition is necessary from owners of 14 parcels, 7 of which were previously approved by the City Council and have been executed. This item would bring the total to 8 of the necessary 14 parcels. For

the parcel location, see the Location Map attached to report.

The land acquisition and improvement from the subject parcel is listed in Table 1. The subject parcel is owned by Madera County Board of Education.

Table 1: ROW Impact & Cost		
APN	Area (Square Feet)	Cost
012-054-013	116	\$1,000

The City follows Caltrans guidelines for minor acquisition takes. Caltrans Local Assistance Procedures Manual indicates that when the City determines that the valuation is uncomplicated and the market value is estimated at \$10,000 or less, based on a review of available data, a formal appraisal report is not required. This is consistent with City Administrative Policy No. AP-48 for waiver of formal appraisals on certain real property and to acquire said parcels by sale or donation where such parcels or portions thereof to be acquired do not have fair market value in excess of \$2,500.

The formal offer and acquisition information, Purchase and Sale of Real Property Agreement and easement Deed with a description of the interest in land to be acquired has been presented to the property owner.

On October 21, 2021, the City determined that the project is Categorically Exempt under Article 19, Section 15301 (c) of the Guidelines for California Environmental Quality Act (Minor alteration of existing public facilities).

FINANCIAL IMPACT:

There will be no impact to the City's General Fund for the ROW and construction costs for this project. The right of way acquisition is funded from the Local Transportation Funds programmed in the FY 2024/25 Capital Improvements Project Budget. Construction will be funded by the Affordable Housing and Sustainable Communities (ASHC) Grant.

ALTERNATIVES:

City Council may choose to reject the ROW acquisition. The rejection of ROW acquisition would result in the inability to install City Standard curb access ramps and sidewalk and therefore our inability to complete the project potentially jeopardizing funds.

ATTACHMENTS:

1. Resolution
 - Exhibit 1 – Agreement and Deed
 - Exhibit A – Agreement (121 W Dunham Street, Madera, CA 93637)
 - Exhibit 1 – Deed with Two Exhibits
 - Exhibit 2 - Property Owner List
2. Location Map

Attachment 1

Resolution

RESOLUTION NO. 25-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA
APPROVING AN AGREEMENT FOR THE PURCHASE OF AN EASEMENT AT
121 WEST DUNHAM STREET, MADERA, CA 93637 (APN 012-054-013)**

WHEREAS, a project is programmed in the Fiscal Year 2024/25 Capital Improvement Program (CIP) to install sidewalks at various locations and is identified as “Sidewalk Improvements at Various Locations City Project R-94 Bid Package 3 Phase 2 AHSC Agreement No. 19-AHSC-12761” (Project); and

WHEREAS, the Project requires the acquisition of right-of-way from one parcel of land to construct sidewalks and curb access ramps in the Project area; and

WHEREAS, one property owner of record, listed in Exhibit 1 attached hereto, has offered for sale to the City of Madera the interest in real property necessary for the Project; and

WHEREAS, the property to be acquired is more specifically described in the legal description included in the Agreement for Purchase and Sale of Real Property (Agreement) and attached to the Easement Deed; and

WHEREAS, the purchase price offered for the property has been established per square foot in accordance with the City’s recent acquisitions for commercial and residential properties; and

WHEREAS, on October 21, 2021, the City determined that the Project is Categorically Exempt from California Environmental Quality Act (CEQA) pursuant to Section 15301(a-e) of the CEQA Guidelines; and

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

1. The above recitals are true and correct.
2. The City Council of the City of Madera approves an Agreement for Purchase and Sale of Real Property with Madera County Board of Education in the amount of \$1000 and accepts the Easement Deed from the same for sidewalk improvements at 121 W Dunham Street, Madera, CA 93637,
3. The Agreement, copy of which is attached hereto as Exhibit 1 and referred to for particulars, are approved.
4. The City Clerk is authorized to prepare the Certificate of Acceptance for the

Easement Deed.

5. The Finance Director is authorized to make the payment for the land acquisition in the amount shown in the attached Exhibit 2.
6. The City Engineer with the agreement of the City Manager and City Attorney is authorized to make non-material or technical corrections to documents required for implementation of the agreement.
7. This resolution is effective immediately upon adoption.

* * * * *

EXHIBIT 1

Agreement and Deed

Exhibit A – Agreement (121 W Dunham Street, Madera, CA 93637)

Exhibit 1 – Deed with Two Exhibits

EXHIBIT A

Agreement

(121 W Dunham Street, Madera, CA 93637)

OWNERS: Madera County Board of Education

PROJECT: AHSC Sidewalk Improvements at Various Locations, City Project R-94

ADDRESS: 121 W Dunham Street
Madera, CA 93637

APN: 012-054-013

SITUS: DUNHAM STREET BETWEEN MARTIN ST AND MADERA AVE

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

This Agreement for Purchase and Sale of Real Property is effective this _____ day of _____, 2025.

Madera County Board of Education, hereinafter referred to as the “Seller”, hereby offers to sell to the CITY OF MADERA, a municipal corporation, hereinafter referred to as the “city”, and City agrees to purchase the hereinafter described real property on the following terms and conditions:

1. Seller is the fee owner of that certain real property located at 121 W Dunham Street, in the City of Madera, County of Madera, State of California, (APN 012-054-013) more particularly described in **Exhibit A** titled Easement Legal Description to the Easement Deed (“Property”). The Easement Deed is attached as **Exhibit A** to this Agreement.

2. The purchase price for the Property shall be the sum of One Thousand Dollars and no Cents (\$1,000.00) as just compensation for land and improvements.

3. Seller warrants that the Offered Property is being acquired under threat of condemnation.

4. Seller represents and warrants that they have the authority to take the offer herein made, and that they hold fee title to the Property.

5. The sale shall be completed by and through this Agreement upon the following terms and conditions, and Sellers and City by their signature to this Agreement make this paragraph their purchase instructions:

a. City shall pay to Sellers the sums specified in Paragraph 2 of this Agreement upon receipt and recording of the Easement Deed.

b. There shall be no proration of taxes and insurance.

c. Disbursements to be in the amounts, at the times, and in all respects in accordance with the terms and conditions and subject to the limitations of this Agreement.

d. Seller shall deliver to the City a signed and notarized Easement Deed in the form substantially as set forth in Exhibit A and as prepared by the City and presented to Seller with this Agreement.

6. Seller warrants that tenants on the Property pursuant to any lease agreement will not be adversely affected by this acquisition.

7. It is agreed and confirmed by the parties hereto that, notwithstanding other provisions in this contract, the right of possession and use of the Property by the City (including, but not limited to, the right to construct and install new improvements and to replace, repair, restore, remove, and/or dispose of existing improvements) shall commence upon execution of this Agreement, and that the amount shown in Clause 2 herein includes, but is not limited to, full payment for such possession and use, including damages if any, from said date.

8. Grantor Sellers hereby grant to the City, its permittees, contractors, agents or assigns, a license to enter upon, over, across, and under all of Seller's property during the period of construction for the purpose of removal and replacement of existing owner improvements on the Property and for the purpose of facilitating the construction of public improvements and accomplishing all necessary incidence thereto, including, but not limited to, the repair, replacement, restoration, removal, and/or disposal of existing improvements. Any actual damage or substantial interference with the possession or use of the adjacent land caused by City, its permittees, contractors, agents, or assigns shall be cured by the same.

9. The obligation of the City to purchase the Property is contingent upon the finding by City that there is no evidence that there may be hazardous or toxic materials located on the Property. The cost of this determination is the sole expense of the City.

10. Time is of the essence of each and every term, condition, and covenant.

11. It is understood and agreed that this Agreement shall become a contract for the purchase and sale of real property and improvements on the parcel binding upon Seller and City, their heirs, executors, administrators, successors in interest, and assigns.

12. No addition to or modification of any term or provision of this Agreement shall be effective unless set forth in writing and signed by both parties. If any legal action is necessary to enforce or interpret this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

///
///
///
///
///

CITY OF MADERA,
A municipal corporation

By: _____

CeCe Gallegos, Mayor

Date: _____

APPROVED AS TO FORM:

By: _____

Shannon L. Chaffin, City Attorney

ATTEST:

By: _____

Alicia Gonzales, City Clerk

SELLER

By: Cecilia A. Massetti

Name: Cecilia A. Massetti, Ed.D.

Title: Madera County Superintendent of Schools

Madera County Board of Education

(Seller Signature Requires Notary Acknowledgement)

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

State of California

County of

Madera

} ss.

On this the 3/13/2015 before me,

Date

Natalie M Montes, Notary Public
Here Insert Name and Title of the Officer

Personally appeared

Cecilia A Massetti
Name(s) of Signer(s)

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



[Signature]
Signature of Notary Public

Place Notary Seal/Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of the Attached Document

Title or Type of

Document:

Agreement for Purchase & Sale of Real Property

Document Date:

3/13/2015

Number of Pages: 3 Pages

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signers Name: _____

Corporate Officer – Title(s): _____

- ☐ Partner ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other:

Signer is Representing: _____

Signers Name: _____

Corporate Officer – Title(s): _____

- ☐ Partner ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other:

Signer is Representing: _____

**EXHIBIT A TO AGREEMENT
EASEMENT DEED**

RECORDING REQUESTED BY:

City of Madera

AFTER RECORDING RETURN TO:

City of Madera

205 W. 4th Street

Madera, CA 93637

Attn: City Clerk

Fee waived per Section 27383 of the Government Code

No Fee Due

APN: 012-054-013

No Doc Tax Due R&T 11922

EASEMENT DEED

FOR A VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, **MADERA COUNTY BOARD OF EDUCATION, ("Grantor")** DOES HEREBY GRANT TO **THE CITY OF MADERA**, A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA **("Grantee")** a permanent exclusive easement for public sidewalks, street improvements, and any and all other municipal purposes over, under, through and across, on and in the following described real property in the City of Madera, County of Madera, State of California, being more particularly described in EXHIBIT "A", **LEGAL DESCRIPTION**, attached hereto and made a part hereof:

GRANTOR

By: Cecilia A. Massetti

Name: Cecilia A. Massetti, Ed.D.

Title: Madera County Superintendent of Schools

Madera County Board of Education

EXHIBIT "A"

LAND DESCRIPTION

RIGHT OF WAY DEDICATION

The land referred to herein below is situated in, the City of Madera, County of Madera, State of California, in Section 25, Township 11 South, Range 17 East, Mount Diablo Meridian, being a portion of Lots 82, 83, 87 and 88 as shown on the map titled "Madera Avenue Addition to City of Madera", filed in Book 5 of Maps, Page 1, Madera County Records, more particularly described as follows:

"PARCEL A"

BEGINNING at the Southeast corner of said Lot 88; thence, along the south line of said Lots 87 and 88, South 89°56'38" West, 30.80 feet; thence, North 34°00'33" East, 2.54 feet, to a line, lying north of and parallel with the south line; thence, along said parallel line, North 89°56'39" East, 29.00 feet; thence, South 34°09'38" East, 0.66 feet, to the east line of said Lot 88; thence, along said east line, South 00°13'29" East, 1.55 feet, to the **POINT OF BEGINNING**, said bounds hereinafter called "Parcel A";

Containing an area of 63 square feet more or less.

TOGETHER WITH "PARCEL B", described as follows:

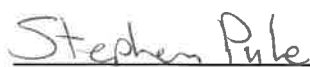
COMMENCING at the Southeast corner of said Lot 88; thence along the south line of said Lot 88, and the prolongation thereof, South 89°56'38" West, 135.09 feet, to a point on said south line of Lot 83, said point being the **POINT OF BEGINNING**; thence, continuing along the south line of said Lots 82 and 83, South 89°56'38" West, 31.50 feet; thence, North 33°53'48" East, 2.11 feet, to a line, lying north of and parallel with the south line; thence along said parallel line, North 89°56'38" East, 29.00 feet; thence, South 37°06'38" East, 2.19 feet, to the **POINT OF BEGINNING**, said bounds hereinafter called "Parcel B";

Containing an area of 53 square feet more or less.

A PLAT OF THE ABOVE DESCRIBED AREA IS ATTACHED HERETO AS EXHIBIT "B" AND BY THIS REFERENCE MADE A PART HEREOF.

END DESCRIPTION

This real property description has been prepared by me, or under my direction, in conformance with the requirements of the Professional Land Surveyors' Act.

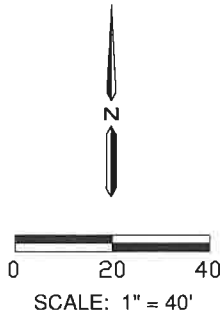
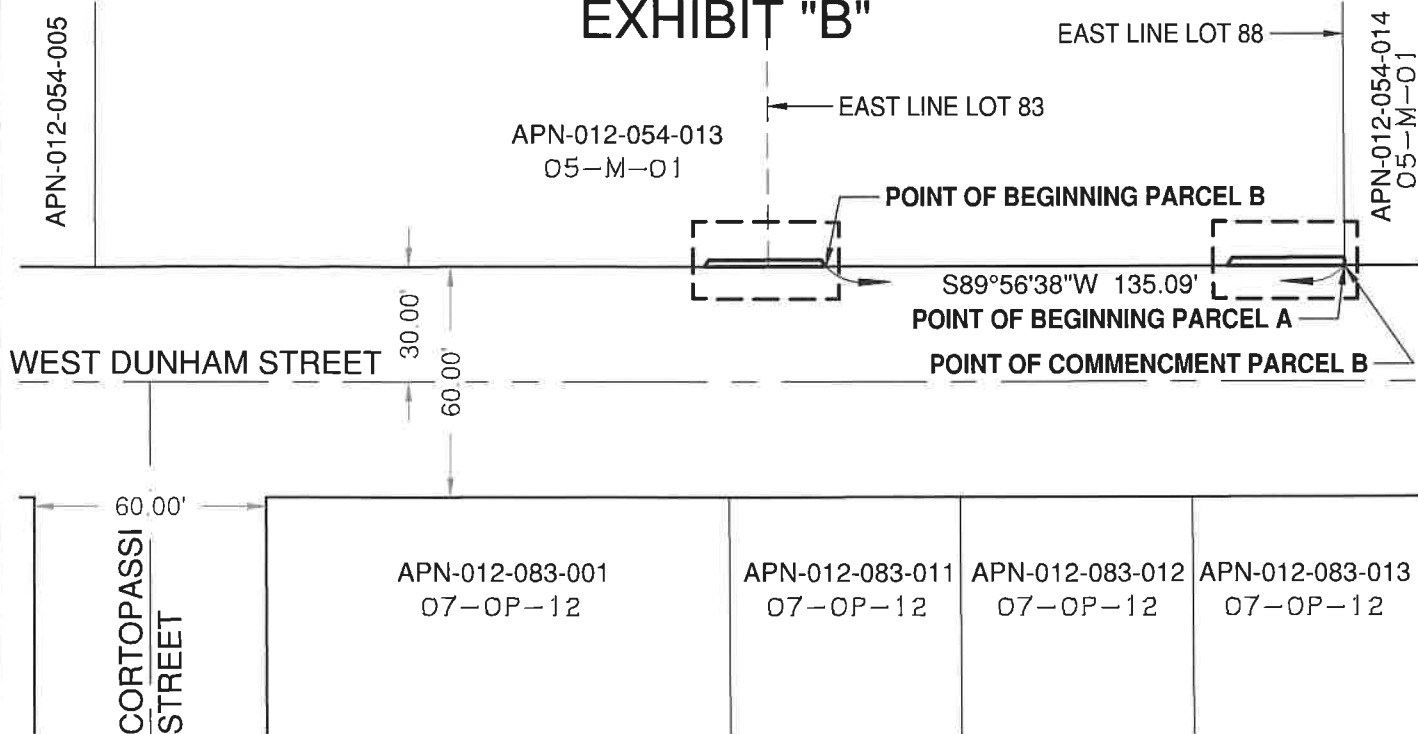

Stephen J. Pyle
Professional Land Surveyor
California No. 8385



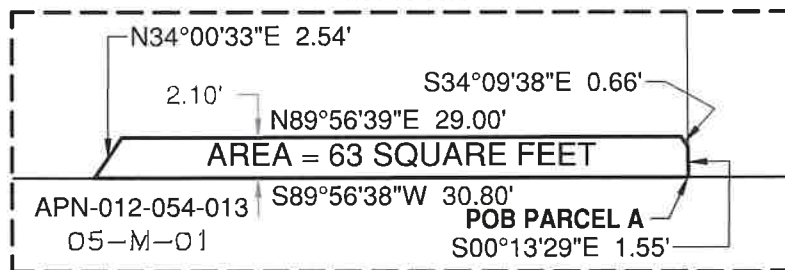
September 26, 2024
Date

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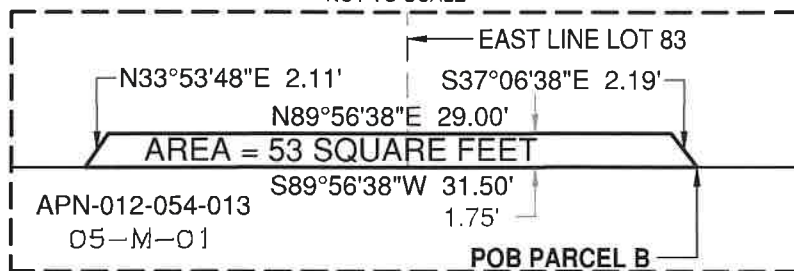
EXHIBIT "B"



DETAIL A
NOT TO SCALE



DETAIL B
NOT TO SCALE



LEGEND

	ADJACENT PROPERTY
	CENTER LINE
	RIGHT OF WAY
	SUBJECT AREA



2024-09-26

SECTION 25, T11S, R17E



1165 Scenic Drive, Suite A
Modesto, CA 95350
odellengineering.com

EXHIBIT "B" RIGHT OF WAY DEDICATION			
SCALE:	1"=40'	DATE:	2024-09-26
JOB NO.:	41000		
FILE:	41000-ROW.DWG		

1
of
1

EXHIBIT 2

Property Owner List

PROPERTY OWNER LIST

RIGHT OF WAY ACQUISITION

For

SIDEWALK IMPROVEMENTS AT VARIOUS LOCATIONS CITY PROJECT NO. R-94 BID PACKAGE 3
PHASE 2 AHSC AGREEMENT NO. 19-AHSC-12761

<u>APN</u>	<u>PROPERTY OWNER/ADDRESS</u>	<u>AMOUNT</u>
012-054-013	Madera County Board of Education 28123 Avenue 14 Madera, CA 93638	\$1000.00


Attachment 2

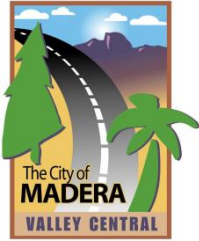
Location Map

Location Map




LEGEND

 Affected Properties - see easement deed for sketch of actual easement



REPORT TO CITY COUNCIL

Approved by:


Keith Helmuth, City Engineer


Arnoldo Rodriguez, City Manager

Council Meeting of: April 2, 2025

Agenda Number: B-7

SUBJECT:

Right of Entry Agreement with Union Pacific Railroad Company for the installation of an electrical service for City Project R-10, Olive Avenue Widening

RECOMMENDATION:

Adopt a Resolution approving a Right of Entry Agreement with Union Pacific Railroad Company (UPRR) for the installation of electrical service conduit within UPRR right of way related to the Olive Avenue Widening project

SUMMARY:

The franchise utility conversion from overhead to underground as part of the Olive Avenue Widening and Reconstruction Gateway Drive to Knox Street, Phase Utility Underground Project (Project) has been under construction since the fall of 2020. The Right of Entry Agreement (Agreement) is to allow the City's contractor to install approximately 68 linear feet of new three-inch underground conduit within UPRR right-of-way at the Olive Avenue rail crossing. The conduit will connect to a new UPRR electrical service pedestal that will serve the current UPRR signal controller cabinet as well as the future relocated UPRR crossing signal controller cabinet.

DISCUSSION:

The overhead franchise utilities along Olive Avenue between Gateway Drive and Knox Street are being converted to underground due to conflicts with the road widening portion of the Project and in accordance with City policies to underground overhead utilities when feasible along arterial routes. Council awarded the Project to Mid Cal Pipeline and Utilities, Inc (Mid Cal) on May 6, 2020.

The work is substantially complete except for the electric service to the existing UPRR signal cabinet. The underground service feed requires installation of conduit on UPRR property. The

Agreement will give the City the right to enter UPRR right of way to have our contractor, Mid Cal, install the conduit within UPRR right of way. PG&E will provide the electrical service for the new crossing controller.

Given that the Project includes widening of the UPRR crossing with new safety crossing arms and signals, the existing UPRR crossing signal controller cabinet will be replaced and a new controller that will be installed at a new location out of the future Olive Avenue roadway. The new electric service pedestal to be installed with the current project will also serve the future cabinet.

Construction inspection and flagging will be performed by City forces and authorized representatives of URRR. This work will be conducted as part of a no fee permit that is required to perform this work within UPRR right of way. However, there will be costs incurred by Mid Cal for additional construction requirements and railroad protective liability insurance. Flagging costs are unknown at this time but are anticipated.

FINANCIAL IMPACT:

There will be no impact to the City's General Fund. Any costs associated with the Agreement will come from the project funds programmed in the FY 2024/25 CIP Budget.

ALTERNATIVES:

Should Council not approve the Agreement, the PG&E service to the UPRR signal cabinet cannot be installed. PG&E will not complete the underground utility conversion until facilities are in place for all services.

ATTACHMENTS:

1. Council Resolution
 - a. Exhibit 1 – UPRR Right of Entry Agreement

Attachment 1

Resolution

RESOLUTION NO. 25-_____

**A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA, CALIFORNIA
APPROVING A RIGHT OF ENTRY AGREEMENT WITH UNION PACIFIC
RAILROAD COMPANY (UPRR) FOR THE INSTALLATION OF ELECTRICAL
SERVICE CONDUIT WITHIN UPRR RIGHT OF WAY RELATED TO THE OLIVE
AVENUE WIDENING PROJECT**

WHEREAS, the City Council of the City of Madera adopted Resolution 20-156 approving an agreement with Pacific Gas & Electric (PG&E) for the undergrounding of overhead utilities for the Olive Avenue Widening Project wherein the City is to install the underground substructure; and

WHEREAS, the City Council adopted Resolution 20-62 awarding a contract to Mid Cal Pipeline and Utilities 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, a Right of Entry Agreement has been prepared by the Union Pacific Railroad (UPRR) Company that specifies the obligations, responsibilities, and costs of the City of Madera and the City's contractor for the right to enter and construct an underground electrical conduit on UPRR property necessary for completion of the Project.

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

1. The above recitals are true and correct.
2. The Right of Entry Agreement as described above and attached hereto as Exhibit 1 is necessary for the carrying out of the Project is hereby approved.
3. The City Engineer is authorized to execute the agreement on behalf of the City.
4. This resolution is effective immediately.

Exhibit 1

Union Pacific Railroad Right of Entry Agreement



March 20, 2025
Project: 0789462

CITY OF MADERA

Attached is an original of a Right of Entry agreement covering your use of the Railroad Company's right of way. The terms of this document are final and non-negotiable. Do not make any alterations or changes to the document.

Please return the executed agreement via email. Your copy of the fully executed document will be returned to you, when approved by the Railroad Company. You are not authorized to enter the Railroad's property or begin any work until you have received your fully executed counterpart from the Railroad and have made all required contacts and notifications.

Also attached is a Contractor's Endorsement which must be executed and returned by each of your Contractors.

Payment in the amount of Intentionally Omitted, Zero Dollars **(\$0.00)** is due and payable upon your execution of the agreement. Please follow the accompanying payment instructions. Send your payment **with Project No. 0789462 referenced**.

If you require formal billing, you may consider this letter as a formal bill. In compliance with the Internal Revenue Service's policy regarding Form 1099, I certify that 946001323 is the Railroad Company's Federal Taxpayer Identification Number and that UNION PACIFIC RAILROAD COMPANY is doing business as a corporation.

Railroad Protective Liability Insurance (RPLI) may be obtained from any insurance company which offers such coverage. Union Pacific has also worked with a national broker, Marsh USA, to make RPLI available to you or your contractor. You can find additional information, premium quotes, and application forms at (uprr.marsh.com).

This agreement will not be accepted by the Railroad Company until you have returned all of the following:

1. Executed counterparts of Right of Entry Agreement *[including the Contractor's Endorsement(s)]*;
2. Payment in the amount of ZeroDollars **(\$0.00)** with the Project Number **0789462** referenced;
3. Railroad Protective Liability Insurance (RPLI) certificate listing project number **0789462**. Only one RPLI certificate is required for this project.

If you have any questions, please contact me at tleddy@up.com.

Sincerely,

Thomas Leddy
Mgr II Real Estate

CONTRACTOR'S ENDORSEMENT

Project No. 0789462

A. As a condition to entering upon Licensor's right-of-way to perform work pursuant to this Agreement, Licensee's contractor must fill in its legal company name and mailing address:

Mid Cal Pipeline & Utilities, Inc.

P.O. Box 2406

Merced, CA 95344

(hereinafter "Contractor") agrees to comply with all the terms and provisions of this Agreement relating to the work to be performed and the insurance requirements set forth in Exhibit C.

B. Before the Contractor commences any work, the Contractor(s) will execute and return this Contractor's Endorsement, and will comply with the insurance coverage required pursuant to Exhibit C in a policy which contains the following type endorsement:

UNION PACIFIC RAILROAD COMPANY is named as an additional insured with respect to all liabilities arising out of Insured's performance of work on behalf of the Licensee.

All insurance correspondence shall be directed to: Thomas Leddy - Project No. 0789462, Union Pacific Railroad Company, 1400 Douglas Street STOP 1690, Omaha, Nebraska 68179-1690.

Tammy L. Fausone

(Please print Name)

X 

Printed Name: Tammy L. Fausone

Title: Corporate Officer/Secretary

Phone: 209-383-7473

Email: tammy@midcalpipeline.com

Project No. 0789462

RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT is made and entered into as of March 20, 2025, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation (hereinafter the "Railroad"), and **CITY OF MADERA**, to be addressed at 205 West 4th Street, Madera, CA 93637 (hereinafter the "Licensee").

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. DEFINITION OF LICENSEE.

For purposes of this Agreement, all references in this Agreement to the Licensee shall include the Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority.

Article 2. RIGHT GRANTED; PURPOSE.

The Railroad hereby grants to the Licensee the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the portion of Railroad's property between Mile Post 184.59 and 184.69, Fresno Subdivision, at or near Madera, California, for the purpose of providing access and a temporary workspace to add an underground electric wireline encroachment servicing railroad infrastructure. The right herein granted to Licensee is limited to those portions of the Railroad's property specifically described herein in the location shown on the print marked Exhibit A, attached hereto and hereby made a part hereof, or designated by the Railroad Representative named in Article 4.

For the purposes of Exhibit A, Licensee acknowledges that if it or its contractor provides to Railroad digital imagery, Licensee authorizes Railroad to use the Digital Imagery in preparing the print attached as an exhibit hereto. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Railroad to use the Digital Imagery in said manner.

Article 3. TERMS AND CONDITIONS CONTAINED IN EXHIBITS B AND C.

The terms and conditions contained in Exhibits B and C, hereto attached, are hereby made a part of this Agreement.

**Article 4. ALL EXPENSES TO BE BORNE BY LICENSEE;
RAILROAD REPRESENTATIVE.**

The Licensee shall bear any and all costs and expenses associated with any work performed by the Licensee, or any costs or expenses incurred by the Railroad relating to this Agreement. All work performed by Licensee on Railroad's property shall be performed in a manner satisfactory to the representative local Manager of Signal Maintenance of the Railroad or their authorized representative (hereinafter the Railroad Representative):

www.up.com/real_estate/third-party-flagging/index.htm	Manager Signal Maintenance Eugene L. King elking@up.com 402 378-4143
--	---

Article 5. TERM; TERMINATION.

A. The grant of right herein made to Licensee shall commence on the date of this Agreement, and continue until August 1, 2025 unless sooner terminated as herein provided, or at such time as Licensee has completed its work on Railroad's property, whichever is earlier. Licensee agrees to notify the Railroad Representative in writing when it has completed its work on Railroad property.

B. This Agreement may be terminated by either party on ten (10) days written notice to the other party.

Article 6. CERTIFICATE OF INSURANCE.

A. Only upon request, the Licensee shall provide the Railroad with a Certificate issued by its insurance carrier providing the insurance coverage required pursuant to Exhibit C of this Agreement.

B. Union Pacific should be listed as certificate holder and only upon request all insurance correspondence shall be directed to: Union Pacific Railroad Company, (Attn.: Thomas Leddy - Project No. 0789462), 1400 Douglas Street STOP 1690, Omaha, Nebraska 68179-1690.

Article 7. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

Fiber optic cable systems may be buried on Licensor's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Prior to beginning any work, Licensee shall visit up.com/CBUD to complete and submit the required form to determine if fiber optic cable is buried anywhere on the property set forth herein. If it is, the Licensee shall also comply with and be subject to the provisions contained in Section 6 of Exhibit B.

Article 8. ENFORCEABILITY; CHOICE OF LAW; CHOICE OF FORUM.

This Agreement shall be governed, construed, and enforced in accordance with the laws of the state of Nebraska. Litigation arising out of or connected with this Agreement may be instituted and maintained in the courts of the state of Nebraska and only, and the parties consent to jurisdiction over their person and over the subject matter of any such litigation, in those courts, and consent to service of process issued by such courts.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY
Federal Taxpayer I.D. #946001323

CITY OF MADERA

By: _____
Thomas Leddy
Mgr II Real Estate

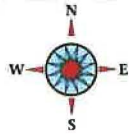
By: _____

Title: _____

Printed Name: _____

(Pursuant to ordinance, resolution, or other evidence of proper authority to execute this instrument, a copy of which shall be attached to the Railroad's original counterpart of this document.)

EXHIBIT "A"



NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISION.

EXHIBIT "A"

UNION PACIFIC RAILROAD COMPANY

Madera, Madera County, California

Fresno Subdivision - 184.59 to 184.69

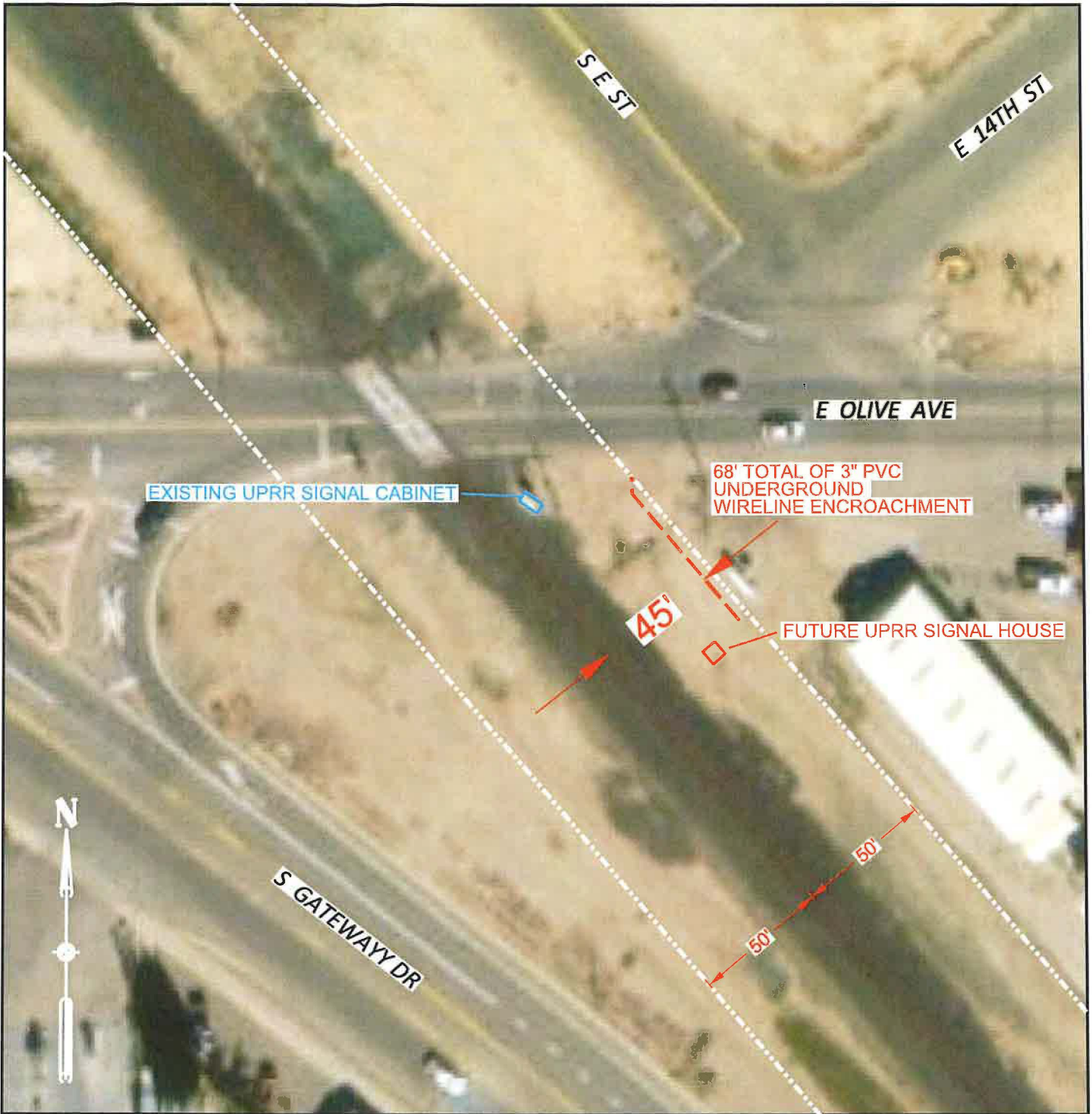
License to CITY OF MADERA

REAL ESTATE DEPARTMENT

OMAHA, NE

Date: March 20, 2025

Project: 0789462



LEGEND:

WIRELINE ENCROACHMENT ---

UPRRCO. R/W OUTLINED ---

NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISIONS.

EXHIBIT "A"

UNION PACIFIC RAILROAD COMPANY

MADERA, MADERA COUNTY, CALIFORNIA

M.P. 184.61 - FRESNO SUB.

MAP SP V-104 / S-23B

SCALE: 1" = 50'

OFFICE OF REAL ESTATE
OMAHA, NEBRASKA DATE: 11/15/2024

PJB FILE: 0789462

CADD
FILENAME 0789462

SCAN
FILENAME X

EXHIBIT B

Section 1 - NOTICE OF COMMENCEMENT OF WORK – FLAGGING.

The Licensee agrees to notify the Railroad Representative at least Ten (10) days in advance of Licensee commencing its work and at least 24 hours in advance of proposed performance of any work by the Licensee in which any person or equipment will be within 25 feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within 25 feet of any track. Upon receipt of such notice, the Railroad Representative will determine and inform the Licensee whether a flagman need be present and whether the Licensee need implement any special protective or safety measures. If any flagmen or other special protective or safety measures are performed by the Railroad, such services will be provided at Licensee's expense with the understanding that if the Railroad provides any flagging or other services, the Licensee shall not be relieved of any of its responsibilities or liabilities set forth herein.

Section 2 - LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of the Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by the Railroad without liability to the Licensee or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of the Railroad's property, and others) and the right of the Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 3 - NO INTERFERENCE WITH RAILROAD'S OPERATION.

No work performed by Licensee shall cause any interference with the constant, continuous and uninterrupted use of the tracks, property and facilities of the Railroad, its lessees, licensees or others, unless specifically permitted under this Agreement, or specifically authorized in advance by the Railroad Representative. Nothing shall be done or suffered to be done by the Licensee at any time that would in any manner impair the safety thereof. When not in use, Licensee's machinery and materials shall be kept at least 50 feet from the centerline of Railroad's nearest track, and there shall be no crossings of Railroad's tracks except at existing open public crossings.

Section 4 - PERMITS.

Prior to beginning any work, the Licensee, at its sole expense, shall obtain all necessary permits to perform any work contemplated by this Agreement.

Section 5 - MECHANIC'S LIENS.

The Licensee shall pay in full all persons who perform labor or provide materials for the work to be performed by Licensee. The Licensee shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be enforced against any property of the Railroad for any such work performed. The Licensee shall indemnify and hold harmless the Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished.

Section 6 - FIBER OPTIC CABLE SYSTEMS.

In addition to other indemnity provisions in this Agreement, the Licensee shall indemnify and hold the Railroad harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of any act or omission of the Licensee, its contractor, agents and/or employees, that causes or contributes to (1) any damage to or destruction of any telecommunications system on Railroad's property, and (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on Railroad's property. Licensee shall not have or seek recourse against Railroad for any claim or cause of action for alleged loss of profits or revenue or loss of service or other consequential damage to a telecommunication company using Railroad's property or a customer or user of services of the fiber optic cable on Railroad's property.

Section 7 - COMPLIANCE WITH LAWS.

In the prosecution of the work covered by this Agreement, the Licensee shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work. The Licensee shall use only such methods as are consistent with safety, both as concerns the Licensee, the Licensee's agents and employees, the officers, agents, employees and property of the Railroad and the public in general. The Licensee (without limiting the generality of the foregoing) shall comply with all applicable state and federal occupational safety and health acts and regulations. All Federal Railroad Administration regulations shall be followed when work is performed on the Railroad's property. If any failure by the Licensee to comply with any such laws, regulations, and enactments, shall result in any fine, penalty, cost or charge being assessed, imposed or charged against the Railroad, the Licensee shall reimburse and indemnify the Railroad for any such fine, penalty, cost or charge, including without limitation attorneys' fees, court costs and expenses. The Licensee further agrees in the event of any such action, upon notice thereof being provided by the Railroad, to defend such action free of cost, charge, or expense to the Railroad.

Section 8 - SAFETY INSTRUCTIONS.

Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work pursuant to this Agreement. As reinforcement and in furtherance of overall safety measures to be observed by the Licensee (and not by way of limitation), the following special safety rules shall be followed:

A. The Licensee shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job. The Licensee shall have proper first aid supplies available on the job site so that prompt first aid services can be provided to any person that may be injured on the job site. The Licensee shall promptly notify the Railroad of any U.S. Occupational Safety and Health Administration reportable injuries occurring to any person that may arise during the work performed on the job site. The Licensee shall have a non-delegable duty to control its employees, while they are on the job site or any other property of the Railroad to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage or illegally obtained drug, narcotic or other substance that may inhibit the safe performance of work by an employee.

B. The employees of the Licensee shall be suitably dressed to perform their duties safely and in a manner that will not interfere with their vision, hearing or free use of their hands or feet. Only waist length shirts with sleeves and trousers that cover the entire leg are to be worn. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching. The employees should wear sturdy and protective footwear. Employees shall not wear boots (other than work boots), sandals, canvas-type shoes or other shoes that have thin soles or heels that are higher than normal. In addition, the Licensee shall require its employees to wear personal protective equipment as

specified by Railroad rules, regulations or Railroad officials overlooking the work at the job site. In particular, the protective equipment to be worn shall be:

(1) Protective head gear that meets American National Standard-Z89.1-latest revision. It is suggested that all hardhats be affixed with Licensee's or subcontractor's company logo or name.

(2) Eye protection that meets American National Standard for occupational and educational eye and face protection, Z87.1-latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, burning, etc.; and

(3) Hearing protection which affords enough attenuation to give protection from noise levels that will be occurring on the job site.

C. All heavy equipment provided or leased by the Licensee shall be equipped with audible back-up warning devices. If in the opinion of the Railroad Representative any of Licensee's or any of its subcontractors' equipment is unsafe for use on the Railroad's right-of-way, the Licensee, at the request of the Railroad Representative, shall remove such equipment from the Railroad's right-of-way.

Section 9 - INDEMNITY.

A. As used in this Section, "Railroad" includes other railroad companies using the Railroad's property at or near the location of the Licensee's installation and their officers, agents, and employees; "Loss" includes loss, damage, claims, demands, actions, causes of action, penalties, costs, and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from: (i) injury to or death of persons whomsoever (including the Railroad's officers, agents, and employees, the Licensee's officers, agents, and employees, as well as any other person); and (ii) damage to or loss or destruction of property whatsoever (including Licensee's property, damage to the roadbed, tracks, equipment, or other property of the Railroad, or property in its care or custody).

B. As a major inducement and in consideration of the license and permission herein granted, the Licensee agrees to indemnify and hold harmless the Railroad from any Loss which is due to or arises from any cause and is associated in whole or in part with the work performed under this Agreement, a breach of the Agreement or the failure to observe the health and safety provisions herein, or any activity or omission arising out of performance or nonperformance of this Agreement; regardless of whether caused solely or contributed to in part by the negligence or fault of the Railroad.

C. Any liability of either party hereunder to one of its employees under any Workers' Compensation Act or the Federal Employers' Liability Act shall not be questioned or in any way challenged by the other party, nor shall any jury or court findings, resulting from any employee's suit against either party pursuant to any such Act(s), be relied upon or used by either party in any attempt to assert common law liability against the other.

Section 10 - RESTORATION OF PROPERTY.

In the event the Railroad authorizes the Licensee to take down any fence of the Railroad or in any manner move or disturb any of the other property of the Railroad in connection with the work to be performed by Licensee, then in that event the Licensee shall, as soon as possible and at Licensee's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed, and the Licensee shall indemnify and hold harmless the Railroad, its officers, agents and employees, against and from any and all liability, loss, damages, claims, demands, costs and expenses of whatsoever nature, arising from the taking down of any fence or the moving or disturbance of any other property of the Railroad.

Section 11 - WAIVER OF BREACH.

The waiver by the Railroad of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by the Licensee shall in no way impair the right of the Railroad to avail itself of any remedy for any subsequent breach thereof.

Section 12 - ASSIGNMENT – SUBCONTRACTING.

The Licensee shall not assign, sublet or subcontract this Agreement, or any interest therein, without the written consent of the Railroad and any attempt to so assign, sublet or subcontract without the written consent of the Railroad shall be void. If the Railroad gives the Licensee permission to subcontract all or any portion of the work herein described, the Licensee is and shall remain responsible for all work of subcontractors and all work of subcontractors shall be governed by the terms of this Agreement.

EXHIBIT C

Union Pacific Railroad Contract Insurance Requirements Right of Entry Agreement

Licensee shall, at its sole cost and expense, procure and maintain during the life of this Agreement (except as otherwise provided in this Agreement) the following insurance coverage:

A. Commercial General Liability insurance. Commercial general liability (CGL) with a limit of not less than \$5,000,000 each occurrence and an aggregate limit of not less than \$10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

B. Business Automobile Coverage insurance. Business auto coverage written on ISO form CA 00 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less \$2,000,000 for each accident.

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

C. Workers Compensation and Employers Liability insurance. Coverage must include but not be limited to:

Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.

Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Licensee is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. Railroad Protective Liability insurance. Licensee must maintain Railroad Protective Liability insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. A binder stating the policy is in place must be submitted to Railroad before the work may be commenced and until the original policy is forwarded to Railroad.

E. Umbrella or Excess insurance. If Licensee utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.

Other Requirements

G. All policy(ies) required above (except business automobile, worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsement CG 20 26, (or substitute form(s) providing equivalent coverage). The coverage provided to Railroad as additional insured shall not be limited by Licensee's liability under the indemnity provisions of this Agreement. BOTH LICENSEE AND RAILROAD EXPECT THAT UNION PACIFIC RAILROAD COMPANY WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORM CG 20 26.

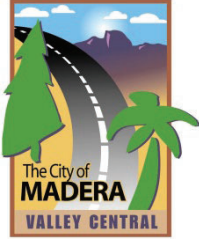
H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this agreement, or (b) all punitive damages are prohibited by all states in which this agreement will be performed..

I. Licensee waives all rights against Railroad and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the workers compensation and employers liability or commercial umbrella or excess liability insurance obtained by Licensee required by this agreement.

J. Prior to commencing the work, Licensee shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this Agreement.

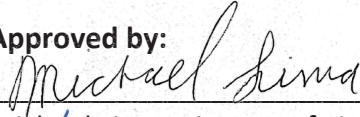
K. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

L. The fact that insurance is obtained by Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad from Licensee or any third party will not be limited by the amount of the required insurance coverage.



REPORT TO CITY COUNCIL

Approved by:


Michael Lima, Director of Financial Services


Arnoldo Rodriguez, City Manager

Council Meeting of: April 2, 2025

Agenda Number: B-8

SUBJECT:

Appointment to the Community Development Block Grant Commission

RECOMMENDATION:

Adopt a resolution appointing Stevie Wright to the Block Grant Commission (BGC)

SUMMARY:

The Community Development Block Grant (CDBG), Block Grant Commission (BGC) was established on March 18, 2009 to serve in an advisory capacity to staff and City Council (Council) on matters related to CDBG funding. The BGC consists of seven members, with each member of the Council making a nomination to be considered for appointment by the Mayor, subject to approval of the Council by resolution. At this time, Councilmember Mejia has nominated Stevie Wright to serve on the BGC. The Mayor has considered the nomination and has approved the appointment of Ms. Wright. The requested action is a resolution of the City Council to approve the appointment of Ms. Wright to the BGC.

DISCUSSION:

The City is a CDBG entitlement jurisdiction which receives an annual funding allocation with the submission of an Annual Action Plan. As an advisory Commission, duties of the BGC include:

1. Evaluation of annual CDBG request for funding applications.
2. Consideration of the U.S Department of Housing and Urban Development (HUD) priorities and the Council-approved five-year City CDBG Consolidated Plan.
3. Provide Council funding recommendations.
4. Review and recommend approval of CDBG reports including the Consolidated Plan, Annual Action Plans, and any substantial amendments.

5. Promote public participation in the CDBG planning and award process.

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

Table 1. BGC Membership		
<i>Applicant</i>	<i>Nominating Councilmember</i>	<i>City Council District</i>
Candy Talley	Mayor Gallegos	Mayor
Vacant	Councilmember Zacharia	District 1
Alyssia Arredondo	Mayor Pro Tem Rodriguez	District 2
Stephanie Nathan	Councilmember Montes	District 3
Cesar Villegas	Councilmember Evans	District 4
Stevie Wright	Councilmember Mejia	District 5
Diana Mosqueda	Councilmember Villegas	District 6

At this time, the Mayor has considered the nomination of Stevie Wright by Councilmember Mejia and is seeking approval from the City Council of the appointment to the BGC. Per the Municipal Code, appointments will be for a term matching the nominating Council person, or until a replacement is appointed. The Council term for Councilmember Mejia ends on December 2, 2026. The Municipal Code also provides that the resolution of appointment must receive at least four (4) affirmative votes to pass.

FINANCIAL IMPACT:

There is no anticipated financial impact.

ALTERNATIVES:

Council may direct staff to solicit additional volunteer applications for commission, board, and committee service.

ATTACHMENTS:

1. Resolution
2. Volunteer application for Stevie Wright

Attachment 1: Resolution

Resolution No. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING THE
APPOINTMENT OF STEVIE WRIGHT TO THE CITY OF MADERA BLOCK GRANT COMMISSION**

WHEREAS, the City of Madera has established a Block Grant Commission (BGC) to serve in a volunteer capacity to fulfill the duties of the Block Grant as provided in their adopted bylaws; and

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

WHEREAS, Councilmember Mejia has nominated Stevie Wright to be considered for appointment to the BGC for a term concluding December 2, 2026 or as otherwise provided in the Madera Municipal Code; and

WHEREAS, Mayor Gallegos has considered the above-named nominated individuals and has appointed Stevie Wright; and

WHEREAS, Stevie Wright has expressed her desire to serve on the BGC.

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 Council approves the appointment of Stevie Wright to the BGC for a term ending December 2, 2026, unless otherwise indicated by the Madera Municipal Code.
3. This resolution is effective immediately upon adoption.

* * * * *

Attachment 2: Volunteer Application for Stevie Wright



CITY OF MADERA COMMISSION, BOARD, AND COMMITTEE

APPLICATION

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

PLEASE CHECK ONE OR MORE:

- | | |
|---|--|
| <input type="checkbox"/> ADA Advisory Council | <input type="checkbox"/> Airport Advisory Commission |
| <input type="checkbox"/> Beautification Committee | <input type="checkbox"/> Civil Service Commission |
| <input checked="" type="checkbox"/> CDBG Block Grant Commission | <input type="checkbox"/> Loan Review Committee |
| <input type="checkbox"/> Planning Commission | <input type="checkbox"/> Transit Advisory Board |
| <input type="checkbox"/> Other: _____ | |

Please type or print in ink.

Wright	Stevie	P
LAST NAME	FIRST NAME	M.I.
██████████	Madera CA 93637	██████████
HOME ADDRESS	CITY, STATE, ZIP	HOME PHONE
██████████	Madera CA 93637	██████████
MAILING ADDRESS	CITY, STATE ZIP	E-MAIL ADDRESS
N/A	N/A	0
EMPLOYER	JOB TITLE	BUSINESS PHONE

Length of residence in the City of Madera: Years _____ Months <u>6</u>	Have you ever been convicted of a felony? Yes _____ No <input checked="" type="checkbox"/>	Are you 18 years of age or older? Yes <input checked="" type="checkbox"/> No _____
---	---	---

Educational background:

I have received my Associates degree in healthcare with an emphasis on pharmaceuticals. I attended Heald College in Fresno CA, and graduated in 2015.

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

N/A

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

N/A

I am interested in serving for the following reasons:

I have grown up here in Madera and although Madera has grown so much. I believe there is so much more Madera can grow and I would like be apart of helping it grow. ~~I am interested in~~
~~serving on the~~

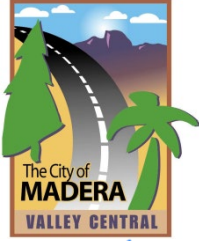
References (optional):

3/10/25
Date

Signature

Please return completed application to:

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



REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, City Engineer

Arnaldo Rodriguez, City Manager

Council Meeting of: April 2, 2025

Agenda Number: B-9

SUBJECT:

Caltrans Highway Project 06-0Y180 on State Route 145 in Madera County Agreement for the Adjustment of Manhole and Valve Covers

RECOMMENDATION:

Adopt a Resolution Approving Agreement for the Adjustment of Manhole and Valve Covers (Agreement)

SUMMARY:

As part of the Caltrans Highway Project 06-0Y180 on State Route 145 in Madera County of which the State Route 145 Yosemite Avenue Project is part of, Caltrans has agreed to adjust sewer manholes and valves to match the grade of the reconstructed roadway at no cost to the City of Madera (City). This agreement memorializes that commitment.

DISCUSSION:

City staff continues to work with Caltrans staff and their consultant, not just on Yosemite Avenue in Downtown Madera, but on other aspects of the project that extends from a point 0.1 miles south of Pecan Avenue to a point 0.1 miles south of East Madera underpass.

The Agreement used by Caltrans is, as described, a standard agreement. The agreement is not project specific but will allow Caltrans to perform the work at their cost. In addition, it provides an understanding between the City and Caltrans with regard to other work that may be performed on State facilities within the limits of the City on future projects. As written, the Agreement strictly adheres to the criteria required by Caltrans. Deviation from the criteria would require approval of changes at Caltrans headquarters thus resulting in a delay entering into an agreement.

FINANCIAL IMPACT:

There is no fiscal impact to the City's General Fund. Rather, it could be potentially be considered a savings to one of the City's transportation accounts as the alternative is to adjust the manholes and valves to grade through a separate project initiated by the City.

ALTERNATIVES:

The current design is progressing based on previously agreed-upon concepts. Alternatives for landscaping and aesthetics will be considered as part of the Council's discussion.

ATTACHMENTS:

1. Resolution – Approving Agreement
Exhibit A – Agreement for the Adjustment of Manhole and Valve Covers

Attachment 1

Resolution

RESOLUTION NO. 25-_____

**A RESOLUTION APPROVING AGREEMENT FOR THE ADJUSTMENT OF
MANHOLE AND VALVE COVERS**

WHEREAS, the City and State of California Department of Transportation (Caltrans) continue to work cooperatively toward completion of the Downtown Madera CAPM (more formally known to Caltrans as the *Pavement Preservation (Multi-Asset CAPM) in and near Madera from 0.1 miles south of Avenue 13 to 0.1 miles south of East Madera underpass*); and

WHEREAS, in-lieu of the City entering into an agreement with a contractor to adjust manhole and valve covers to the grade of the reconstructed roadway surface, Caltrans has offered to perform these tasks as part of the Downtown Madera CAPM at no charge subject to entering into an agreement to do so; and

WHEREAS, the City desires to enter this agreement due to benefits that include cost savings and complexities of a City contractor [performing work within Caltrans right-of-way.

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

1. The above recitals are true and correct.
2. The agreement entitled "Agreement for the Adjustment of Manhole and Valve Covers" is approved and attached as "Exhibit A". 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

Agreement for the Adjustment of Manhole and Valve Covers

Date: _____

PARTIES:

1. State of California, acting by and through the Department of Transportation ("Department"). "Department" includes the Department, its officers, agents, employees and contractors.
2. City of Madera ("Owner"). "Owner" includes the Owner, its officers, agents, employees and contractors.

RECITALS:

- A. Owner owns, operates or maintains underground utility facilities in the State of California.
- B. In order to facilitate the planning, design and construction of Department's projects, to ensure the safety of the traveling public, and to ensure the continuity of the roadway/highway, manhole and valve cover adjustments need to be made on a routine basis. Utility owners may or may not be responsible for the cost of performing such adjustments, depending upon the liability determination made by the Department, with the cost of such activities allocated as provided by California law, contracts and the Department's policies.
- C. The Department frequently needs to adjust said manhole and valve covers more expeditiously than Owner can readily or economically accomplish.
- D. Department is willing to assume control of the operation and cost of such adjustments to certain manhole and valve covers in order to facilitate the Department's project needs from time to time as provided herein.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. This Agreement for the Adjustment of Manhole and Valve Covers ("Agreement") is made and executed by the parties hereto in connection with the provisions of Sections 680.5 and 707.5 of the California Streets and Highways Code. This Agreement shall exclusively govern the determination of the obligations and costs to be borne by each party hereto in regard to work described herein in lieu of determination in connection with and under the provisions of Sections 673, 680 and 700 to 707, inclusive, of said Streets and Highways Code, as now or hereafter existing, or under any other laws applicable to said subject matter.
-

2. This Agreement shall apply throughout the State of California to all of the Department's projects and related activities and to all of the Owner's manhole and valve covers. With regard to any other agreements or parties, this Agreement is not intended to, and shall not, establish any precedent, principle, rule or guide to interpretation.
 3. For purposes of this Agreement, manhole and valve cover adjustment is limited to the following: adjusting manhole frames and covers, replacing existing manhole frames, and adjusting manhole rings, valve covers and meter boxes. This Agreement does NOT include the adjustment to grade of gas, electric or telephone vaults, or any other utility facility not mentioned in this agreement.
 4. In the event that the Department initiates a project and the Department determines that some of the Owner's manhole and valve covers are in physical conflict with Department's highway project, the Department shall issue a conflict letter ("Conflict Letter") to the Owner that (a) identifies the manhole and valve covers that are in physical conflict with Department's highway project and (b) includes a document (the "Reply") in which the Owner will designate the manhole and valve covers that the Owner agrees to be responsible to adjust. The Owner shall adjust the manhole and valve covers for which it agreed to be responsible within the Department's project scheduling and other requirements. Owner shall return the Reply to the Department within 30 days of receipt of the Conflict Letter. The Department is authorized to adjust only the manhole and valve covers that are not designated by Owner as those for which the Owner is responsible. The work to be performed under this Agreement is expressly limited to the work required to adjust the manhole and valve covers that are listed in the Conflict Letter, and the Reply shall not and cannot expand the list of manhole and valve covers.
 5. Notwithstanding the other terms of this Agreement, the Department may, at its sole option, elect to NOT adjust-to-grade manhole and valve covers that do not satisfy Caltrans standard specifications, as amended from time to time (including without limitation manhole and valve covers that do not use standard rings or covers).
 6. This Agreement does not apply to the relocation, rearrangement, removal or protection of utility facilities.
-

7. All existing manhole and valve covers will be reused unless the manhole or valve cover requires replacement. Replacement of manhole and valve covers with ancillary parts must meet Buy America compliance by the Department's contractor. The Department's contractor is to provide Buy America replacement manhole and valve covers per Owner's specifications in response to the Cover Adjustment to Grade letter 13-EX-08. If no specifications are provided to the Department by Owner in the reply, the Department's contractor is authorized to use a general specification attached to the Cover Adjustment to Grade letter 13-EX-08.
 8. All work under this Agreement shall be preceded by the delivery of a written Notification to Owner ("NTO") by the Department to the Owner. The Department shall list the manhole and valve covers that the Department is authorized to adjust pursuant to the Reply, and the Department will identify the manhole and valve covers that it elects to adjust. If the Department elects to not adjust manhole and/or valve covers which the Owner authorized the Department to adjust pursuant to the Reply, then the Owner shall be responsible for the adjustment of those manhole and valve covers in accordance with the provisions of the NTO, and the Owner shall allocate sufficient staff and resources to meet all of the schedules established for the project design and construction work.
 9. Following receipt of the Cover Adjustment to Grade letter 13-EX-08, the Owner shall provide confirmation regarding the identity and typical characteristics (including size, material, contents, pressure or capacity) of Owner's utility facility and related activities, including, but not limited to, inspection services at no expense to the Department, in accordance with the Department's time schedule. Owner to provide its written confirmation to the Department within 30 days of the date that they receive the Cover Adjustment to Grade letter 13-EX-08.
 10. When manhole and valve cover adjustment work is performed by the Department under this Agreement, the cost of the work shall be borne by the Department. When manhole and valve cover adjustment work is performed by the Owner under this Agreement, the cost of the work shall be allocated according to the liability determination made by the Department.
 11. The Department may perform its work under this Agreement or it may perform the work through the services of a third-party contractor.
-

12. It is intended that all work under this Agreement performed by the Department shall be performed using the contractors that are acceptable to the Department. Owner grants to Department, immediately upon receipt of the NTO and in accordance with the Department's time schedule, permission to perform manhole and valve cover adjustments within Owner's private rights of way and facilities, wherever located. Owner retains the right to require reasonable controls and restrictions provided such items are set forth in writing and delivered to the Department (in response to Cover Adjustment to Grade 13-EX-08 letter) at least 30 days from the receipt of the 13-EX-08 letter.
- a) As part of this Agreement, Owner shall submit, in writing, its preliminary specifications for the adjustment of manhole and valve covers to grade to the Department.
 - b) Owner will approve, in writing, the Department's final specifications for the adjustment of manhole and valve covers to grade.
13. Owner shall have access to all phases of the work to be performed by the Department for the purpose of inspection in order to ensure that the work being performed for the Owner is in accordance with the specifications contained in the highway contract, provided such access is made at no cost to the Department. Owner will be notified by the Department's Resident Engineer to schedule a final field inspection per the Department's Notice to Owner.
14. Upon completion of the work performed by Department, Owner agrees to accept ownership and the responsibility for the maintenance of the manhole and valve covers.
15. This Agreement supersedes and replaces any previous agreement between the parties relating to the work required to adjust identified manhole and valve covers in physical conflict with Department's highway projects.
16. This Agreement may only be amended, changed or altered by mutual written agreement of the parties.
17. This Agreement may be terminated by either party upon ninety (90) days written notice from the terminating party to the other party.
18. Time shall be of the essence of this Agreement.
-

COVER AGREEMENT (Cont.)

EXHIBIT
13-EX-04 (NEW 05/2022)
Page 5 of 5

For The Utility Owner:

Date

Name

Title

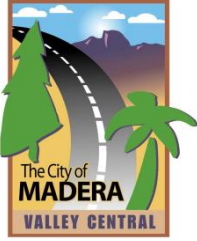
For The State of California:

Tiara T. Moering, Chief
Office of Railroad and Utility Relocations
Division of Right of Way and Land Surveys
California Department of Transportation

Date

DISTRIBUTION:

- 1 – HQ Right of Way, Office of Railroads and Utility Relocations
 - 1 – District
 - 1 – Utility Owner
-



REPORT TO CITY COUNCIL

Approved by:

Wendy Silva
Wendy Silva, Director of Human Resources

Arnoldo Rodriguez
Arnoldo Rodriguez, City Manager

Council Meeting of: April 2, 2025

Agenda Number: D-1

SUBJECT:

Appointment to the Civil Service Commission

RECOMMENDATION:

Adopt a resolution approving the appointment of John Jasper to the Civil Service Commission
(Continued from March 19, 2025)

SUMMARY:

The City of Madera Municipal Code provides that the Civil Service Commission (Commission) is comprised of seven (7) members. Each member of the City Council makes a nomination to be considered for appointment by the Mayor and the Mayor has one direct appointment. Appointments are subject to approval of the City Council by resolution and require four affirmative votes for approval. At the March 19, 2025, meeting, the City Council considered item B-10 regarding two appointments to the Civil Service Commission. Council approved the appointment of Gloria Toscano to the Civil Service Commission for District 5 and continued consideration of the approval of John Jasper's appointment for District 6.

DISCUSSION:

The Commission is established in Chapter 2 of the City's Municipal Code. The Commission reviews recruitments and certifies the list of eligible candidates for full time employment with the City. The Commission also is the hearing body for appeals related to employment practices, including employee discipline, application of the City's Personnel Rules, and hiring practices. Pursuant to Municipal Code Section 2-2.303, the Commission is a seven (7) member body. Nominations of individuals to serve as Commissioners may be made by each member of the City Council. The Mayor then makes appointments from those nominated. The Mayor also can make a direct appointment if no nomination is provided within a reasonable time. The Mayor's appointments must be approved by the City Council as a whole, with the resolution of appointment approved by at least four (4) members of the Council.

This nomination → appointment → approval process was developed to comply with Government Code Section 40605, which in summary provides that in a general law City where the office of Mayor is elected at-large, the Mayor, with approval of the City Council, shall make all appointments to boards, commissions, and committees.

Commission members are noted below in Table 1, with the individual considered for approval of appointment indicated in bold text. The District 6 position has been vacant since the resignation of Muhammad Latif in April 2023. Mayor Gallegos has appointed applicant John Jasper, whose application to serve was on-file with the City Clerk's office. At its March 19, 2025, meeting, the City Council voted 3-2 to continue the District 6 appointment on the published agenda as item B-10 to its April 2, 2025, meeting. The action contemplated with this report is the continuation of that item to confirm the appointment of Mr. Jasper. The Municipal Code provides that the resolution of appointment must receive at least four (4) affirmative votes to pass.

Table 1. Civil Service Commission Appointments		
<i>Commissioner</i>	<i>Nominating Councilmember</i>	<i>City Council District</i>
Dennis Smith	Mayor Gallegos	At-large Mayor
Nick Salinas	Councilmember Zacharia (previously appointed by then-District 1 Councilwoman Gallegos)	District 1
Vacant	Mayor Pro Tem Rodriguez	District 2
Saim Mohammad	Councilmember Montes	District 3
Shawn Griffin	Councilwoman Evans	District 4
Gloria Toscano	Councilwoman Mejia	District 5
John Jasper	Councilmember Villegas (appointment by Mayor Gallegos due to ongoing vacancy)	District 6

FINANCIAL IMPACT:

There is no anticipated financial impact.

ALTERNATIVES:

Council members may submit additional nominations to the Mayor for consideration of appointment. Alternatively, Council may direct staff to seek additional applications to serve on the Commission.

ATTACHMENTS:

1. Resolution
2. Volunteer application for John Jasper

Attachment 1: Resolution

Resolution No. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA
APPROVING THE APPOINTMENT OF JOHN JASPER TO THE CITY OF
MADERA CIVIL SERVICE COMMISSION**

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

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

WHEREAS, due to an ongoing vacancy in representation for City Council District 6, Mayor Gallegos has appointed John Jasper to the Commission for a term concluding December 6, 2028, or as otherwise provided in the Madera Municipal Code; and

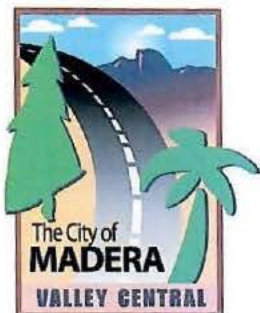
WHEREAS, John Jasper desires to serve on the Commission.

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

1. The above recitals are true and correct.
2. John Jasper's appointment to the Civil Service Commission for a term ending December 6, 2028, unless otherwise indicated by the Madera Municipal Code, is approved.
3. This resolution is effective immediately upon adoption.

* * * * *

Attachment 2: Volunteer Application for John Jasper



CITY OF MADERA COMMISSION, BOARD, AND COMMITTEE

APPLICATION

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

PLEASE CHECK ONE OR MORE:

____ ADA Advisory Council

____ Airport Advisory Commission

____ Beautification Committee

☒ Civil Service Commission

____ CDBG Block Grant Commission

____ Loan Review Committee

____ Planning Commission

____ Transit Advisory Board

____ Other: _____

Please type or print in ink.

JASPER

John

D

LAST NAME

FIRST NAME

M.I.

HOME ADDRESS

CITY, STATE, ZIP

HOME PHONE

MAILING ADDRESS

CITY, STATE ZIP

E-MAIL ADDRESS

EMPLOYER

JOB TITLE

BUSINESS PHONE

Length of residence in the City of
Madera:

Years 50 Months 2

Have you ever been convicted of
a felony?

Yes _____ No X

Are you 18 years of age or
older?

Yes X No _____

Educational background:

MIRA Costa College, Fresno City College,
New Mexico tech, UNITED STATES MARINE
Corps.

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

Seiu Local 521 Fresno, Vice President
USCCA - Member

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

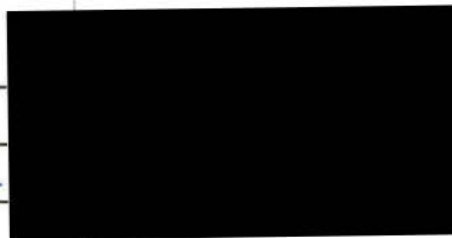
MADERA UNIFIED School Site Council 8 yrs - Member
and Chair, Parkwood School.

I am interested in serving for the following reasons:

public service and to gain experience

References (optional):

Riley TALFORD
Donald Brown
CeCe Gallagher-



02/25/25

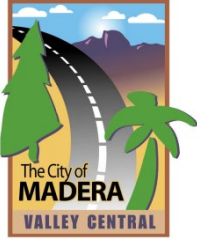
Date

Signature

A handwritten signature in blue ink, consisting of a stylized 'J' or 'G' followed by a horizontal line.

Please return completed application to:

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



REPORT TO CITY COUNCIL

Approved by:

Arnaldo Rodriguez, City Manager

Council Meeting of: April 2, 2025

Agenda Number: E-1

SUBJECT:

Quarterly Board, Commission, and Committee Attendance

RECOMMENDATION:

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

SUMMARY:

This report offers an overview of attendance by appointed members to City boards, commissions, and committees for the first Quarter of 2025. The purpose is to promote transparency and provide the City Council with insight into participation levels of their appointees.

BACKGROUND:

The City Council appoints individuals to serve on various boards, commissions, and committees to represent the community and provide input on key policies and programs. Regular attendance is crucial for these entities to effectively conduct business and achieve their objectives. Monitoring attendance ensures accountability and informs the Council about member engagement levels. This report is intended to provide information on the various appointees for active commissions, commissions and boards for the first quarter of 2025 (Q1).

DISCUSSION:

The 2025 Annual Local Appointments List is attached, providing a comprehensive overview of current appointees, including their appointment date, term expiration, and required qualifications. This list serves as a reference for identifying appointees, their nominating district, and any existing vacancies.

For this report, attendance records have been compiled to offer a detailed account of member participation, including the number of meetings attended by each appointee and their

attendance percentages for Q1 2025. These records cover the following boards, commissions, and committees, excluding those classified as “inactive:”

- Civil Service Commission
- Americans with Disability Act Advisory Council (ADA)
- Planning Commission
- Airport Advisory Commission
- Community Development Block Grant (CDBG) Commission
- Golf Course Advisory Committee
- Transit Advisory Board

Inactive Commissions:

- Youth Commission
- Beautification Committee
- Loan Review Committee

Civil Service Commission

	Mayor	District 1	District 2	District 3	District 4	District 5	District 6
Commissioner	Dennis Smith	Nick Salinas	Vacant	Saim Mohammad	Shawn Griffin	Gloria Toscano (Appointed 3/19/2025)	Vacant
3/3/2025	Yes	Yes	N/A	Yes	Yes	N/A	N/A
Attendance:	100%	100%	N/A	100%	100%	N/A	N/A

Note: Only one Civil Service Commission meeting was scheduled in Q1; quorum was established.

ADA Advisory Council

	Mayor	District 1	District 2	District 3	District 4	District 5	District 6
Commissioner	DJ Becker	Jack Porter	Cynthia Ortegon	Saim Mohammad	Sipho Munyaradzi	Gladys Marroquin	Diana Robbins
1/21/2025	Absent	Yes	Absent	Absent	Yes	Absent	Yes
Revised Appts	Jack Porter	Vacant	Cynthia Ortegon	Saim Mohammad	Sipho Munyaradzi	Gladdys Marroquin	Diana Robbins
2/18/2025	Yes	Vacant	Absent	Absent	Yes	Absent	Yes
3/18/2025	Yes	Vacant	Yes	Absent	Yes	Absent	Yes
Attendance:	100%	N/A	33%	0%	100%	0%	100%

Note: The following 2025 meetings did not convene due to lack of quorum: January and February.

Planning Commission

	Mayor	District 1	District 2	District 3	District 4	District 5	District 6
Commissioner	Bobby Sheikh	Robert Gran Jr.	Rohi Zachariah	Saim Mohammad	Balwinder Singh	Jose Chavez	Ramon Lopez
1/14/2025	Yes	Yes	Yes	Yes	Absent	Absent	Yes
2/11/2025	Removed	Yes	Ineligible due to Council appt.	Yes	Yes	Absent	Yes
Revised Appts	Tim Riche	Robert Gran Jr.	Abel Perez	Saim Mohammad	Balwinder Singh	Jose Chavez	Ramon Lopez
3/11/2025 (Cancelled)	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Attendance:	N/A	100%	N/A	100%	50%	0%	100%

Note: The March 11, 2025, meeting was canceled by staff due to a lack of agenda items. All other Q1 2025 meetings successfully established quorums.

Airport Advisory Board

	Mayor	District 1	District 2	District 3	District 4	District 5	District 6
Commissioner	Miguel Gonzalez	Jerry Holiday	Issa Zacharia	Johanna Torres	Stanley Mackey	Vacant	Ramon Lopez
1/14/2025	Absent	Yes	Yes	Absent	Absent	N/A	Yes
Revised Appts	Jerry Holiday	Vacant	Issa Zacharia	Johanna Torres	Stanley Mackey	Vacant	Ramon Lopez
Attendance:	N/A	N/A	100%	0%	0%	N/A	100%

Note: The Airport Advisory Committee has been unable to establish a quorum since January 2022.

CDBG Block Grant Commission

	Mayor	District 1	District 2	District 3	District 4	District 5	District 6
Commissioner	Gabriela Gonzalez-Gutierrez	Candy Talley	Alyssia Arredondo	Stephanie Nathan	DJ Becker	Olga Garcia	Dulce Arredondo
1/29/2025	Absent	Yes	Yes	Absent	Yes	Yes	Absent
Revised Appts	Candy Talley	Vacant	Alyssia Arredondo	Stephanie Nathan	Cesar Villegas	Olga Garcia	Diana Mosqueda
3/10/2025	Yes	N/A	Yes	Absent	Yes	Yes	Absent
Attendance:	100%	N/A	100%	0%	100%	100%	0%

Note: Attendance percentages calculated for currently appointed representatives.

Golf Course Advisory Committee

	City Council	Parks Director	SGM Representative	Service Organization Rep.	Golfer/At-Large Community Member	Food/Beverage Representative	Non-Golfer/At-Large Community Member
Commissioner	Jose Rodriguez	Joseph Hebert	Dan Bacci	Karla Gran	Chito Romero	Lisa Gill	Edward McIntyre
1/21/2025	Yes	Yes	Yes	Yes	Yes	Absent	Yes
2/18/2025 (Cancelled)	N/A	N/A	N/A	N/A	N/A	N/A	N/A
3/24/2025	Yes	Yes	Yes	Absent	Yes	Yes	Yes
Attendance:	100%	100%	100%	50%	100%	50%	100%

Note: The February 18, 2025 meeting was cancelled due to lack of quorum; the position terms for Karla Gran, Chito Romero, and Ed McIntyre will end in September 2025.

Transit Advisory Board

	Mayor	District 1	District 2	District 3	District 4	District 5	District 6
Commissioner	Cynthia Ortegon	Andrew Albonico	Vacant	Marie Luna	Patricia Carreon	Otilia Morales	Vacant
1/28/2025	Yes	Absent	N/A	Yes	Absent	Yes	N/A
Revised Appts	Andrew Albonico	Jack Porter	Vacant	Marie Luna	Patricia Carreon	Otilia Morales	Cynthia Ortegon
Attendance:	0%	N/A	N/A	100%	0%	100%	100%

Note: Attendance percentages calculated for currently appointed representatives. No TAB meetings have taken place since appointments were revised.

FINANCIAL IMPACT:

There is no financial impact associated with this report, apart from the staff time required to prepare it. Members of the various City boards, commissions, and committees serve on a voluntary basis and are not compensated for their contributions.

ALTERNATIVES:

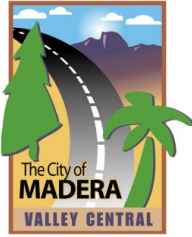
None as this item is for informational purposes only.

ATTACHMENTS:

1. 2025 Local Appointments List

LOCAL APPOINTMENT LIST

(Pursuant to California Government Code Section 54972)



On or before December 31 of each year, each legislative body shall prepare an appointments list of all regular and ongoing boards, commissions, and committees which are appointed by the legislative body of the local agency. This list shall be known as the Local Appointments List. The list shall contain the following information: (a) A list of all appointive terms which will expire during the next calendar year, with the name of the incumbent appointee, the date of appointment, the date the term expires, and the necessary qualifications for the position, (b) A list of all boards, commissions, and

committees whose members serve at the pleasure of the legislative body, and the necessary qualifications for each position.

The City of Madera encourages residents to apply for service on City Boards, Commissions and Committees that are currently vacant or that will have vacancies. To obtain an application or request additional information, please contact the City of Madera, Office of the City Clerk at (559) 661-5405; by visiting the City Clerk Department page at www.madera.gov; or by email at agonzales@madera.gov.

	<i>District</i>	<i>Committee Member</i>	<i>Date Appointed</i>	<i>Term Expires</i>
Americans with Disabilities Act (ADA) Advisory Council	Mayor	Jack Porter	02/05/25	12/01/28
	District 1	Vacant	----	12/01/26
	District 2	Cynthia Ortegon	01/16/19	12/01/28
	District 3	Saim Mohammad	05/04/22	12/01/26
	District 4	Sipho Munyaradzi	01/15/25	12/01/28
	District 5	Gladys Marroquin	08/24/22	12/01/26
	District 6	Diana Robbins	01/06/21	12/01/28
Airport Advisory Commission	Mayor	Jerry Holiday	02/05/25	12/01/28
	District 1	Vacant	----	12/01/26
	District 2	Issa Zacharia	05/16/18	12/01/28
	District 3	Johanna Torres	05/19/21	12/01/26
	District 4	Stanley Mackey	05/19/21	12/01/28
	District 5	Vacant	----	12/01/26
	District 6	Ramon Lopez-Maciel	01/06/21	12/01/28
Beautification Committee	Mayor	Miguel Gonzalez	02/03/21	12/01/24
	District 1	Karen Huerta	02/07/18	12/01/26
	District 2	Vacant	----	12/01/28
	District 3	Debra M. Basila	03/17/21	12/01/26
	District 4	Robert Gonzalez	05/19/21	12/01/28
	District 5	Agapita Rocha	01/16/19	12/01/26
	District 6	Cynthia Moreno-Procopio	03/17/21	12/01/28
Civil Service Commission	Mayor	Dennis Smith	02/05/25	12/01/28
	District 1	Nick Salinas	02/02/22	12/01/26
	District 2	Vacant	----	12/01/28
	District 3	Saim Mohammad	02/02/22	12/01/26
	District 4	Shawn Griffin	01/17/24	12/01/28
	District 5	Gloria Toscano	03/19/25	12/01/26
	District 6	Vacant	----	12/01/28

LOCAL APPOINTMENT LIST
(Pursuant to California Government Code Section 54972)

	<i>District</i>	<i>Committee Member</i>	<i>Date Appointed</i>	<i>Term Expires</i>
CDBG Block Grant Commission	Mayor	Candace Talley	02/05/25	12/01/28
	District 1	Vacant	----	12/01/26
	District 2	Alyssia Arredondo	03/01/17	12/01/28
	District 3	Stephanie Nathan	03/18/20	12/01/26
	District 4	Cesar Villegas	02/05/25	12/01/28
	District 5	Olga P. Garcia	01/16/19	12/01/26
	District 6	Diana Mosqueda	02/19/25	12/01/28
Golf Course Advisory Committee	Varies. Includes At-Large Appointments by Type and Appointments by Category	Jose Rodriguez (Councilmember)	09/06/23	12/01/28
		Joseph Hebert (Parks Director)	09/06/23	Continual
		Dan Bacci (SGM Rep.)	09/06/23	Continual
		Karla Gran (Service Organization Rep.)	09/06/23	09/06/25
		Chito Romero (Golfer/At-Large Community Member)	09/06/23	09/06/25
		Lisa Gill (Food and Beverage Rep.)	09/06/23	Continual
		Edward McIntyre (Non-Golfer/At-Large Community Member)	09/06/23	09/06/25
Loan Review Committee	At-Large Appointment	Elvin Martin	03/1/06	N/A
		John Molina	03/1/06	N/A
		Vacant	----	N/A
		Matilda Villafan	02/20/19	N/A
		Johanna Torres	09/21/22	N/A
Planning Commission	Mayor	Timothy Riche	02/05/25	12/01/28
	District 1	Robert Gran Jr.	01/16/19	12/01/26
	District 2	Abel Perez	03/05/25	12/01/28
	District 3	Saim Mohammad	05/04/22	12/01/26
	District 4	Balwinder Singh	06/02/21	12/01/28
	District 5	Jose E. Chavez Garcia	05/04/22	12/01/26
	District 6	Ramon Lopez-Maciel	01/06/21	12/01/28
Transit Advisory Board	Mayor	Andrew Albonico	02/05/25	12/01/28
	District 1	Jack Porter	03/05/25	12/01/26
	District 2	Vacant	----	12/01/28
	District 3	Marie Luna	02/20/19	12/01/26
	District 4	Patricia Carreon	09/15/21	12/01/28
	District 5	Otilia Morales	02/20/19	12/01/26
	District 6	Cynthia Ortegon	02/19/25	12/01/28
Youth Commission	Mayor	Vacant	----	----
	District 1	Vacant	----	----

LOCAL APPOINTMENT LIST
(Pursuant to California Government Code Section 54972)

	District 2	Vacant	----	----
	District 3	Vacant	----	----
	District 4	Vacant	----	----
	District 5	Vacant	----	----
	District 6	Vacant	----	----

LOCAL APPOINTMENT LIST
(Pursuant to California Government Code Section 54972)

GENERAL DESCRIPTION OF BOARDS / COMMITTEES / COMMISSIONS

ADA ADVISORY COUNCIL: Four-year term. The ADA Council is composed of seven members. Appointees shall be residents of the City of Madera. Regular meetings are held the third Tuesday of each month at 3:30 p.m. Each member of the City Council makes a nomination to be considered for appointment by the Mayor.

Responsibilities: Serves in an advisory capacity to the City Council and staff on ADA matters including: promote pedestrian safety and access to all public streets; ensure that all public buildings and facilities, services, programs and activities are in compliance with ADA regulations; promote inclusion of the disabled community in the City's emergency and disaster preparedness plans; develop disability awareness and educational outreach programs; work with the various City of Madera departments to ensure that all public buildings and facilities, remodeled and newly constructed are in compliance with current laws guaranteeing access for all people with disabilities; promote affordable and accessible housing in the community; make recommendations regarding unmet transit needs; and ensure grievance procedures are followed and enforced as described in the ADA bylaws.

AIRPORT ADVISORY COMMISSION: Four-year term. The Commission is composed of seven members. Appointees shall be residents of the City of Madera. Meetings are held the second Tuesday of each quarter per calendar year at 10:00 a.m. Each member of the City Council makes a nomination to be considered for appointment by the Mayor.

Responsibilities: Oversee, review, and make recommendations regarding the airport's annual budget for operational and capital improvement purposes, Airport operations and services, master planning and land use.

BEAUTIFICATION COMMITTEE: Four-year term. The Committee is composed of seven members. Appointees shall be residents of the City of Madera. Regular meetings of the Committee are held every second Thursday of the month at 5:30 p.m. Each member of the City Council makes a nomination to be considered for appointment by the Mayor.

Responsibilities: Serves in an advisory capacity to the City Council and staff on community beautification matters including: develop and formulate programs and projects to enhance the aesthetic appearance of the community; develop an ordinance which will establish landscape standards for new development projects; develop and recommend practices and policies which will enhance and upgrade existing properties; and coordinate periodic community clean up campaigns and encourage public participation therein.

CIVIL SERVICE COMMISSION: Four-year term, with holdovers until new appointment is made. The Commission is composed of seven members, each member of the City Council makes a nomination to be considered for appointment by the Mayor. Appointees shall be residents of the City of Madera. Commissioners shall not be employed with the City nor shall they be under the direct supervision of any existing Council Member. Meetings, as needed, are usually held on the first Tuesday of each month at 5:00 p.m.

Responsibilities: Certification of eligibility lists for hiring employees in the classified service at regularly scheduled meetings; conducts appeal hearings regarding disciplinary action or alleged violations of Civil Service rules and at the request of the City Council or Administrator; special meetings for hearings are scheduled as needed and may require multiple evenings to complete.

CDBG BLOCK GRANT COMMISSION: The Commission is composed of seven members; each member of the City Council makes a nomination to be considered for appointment by the Mayor. Meets during a weekday evening as required. Serves in an advisory capacity to staff and the City Council on matters pertaining to the use of CDBG funds allocated to the City of Madera to benefit persons of low and moderate income, disabled and elderly persons, minority groups, homeless persons, or persons at risk of homelessness and CDBG-funded activities in eligible Census Tracts where CDBG program activities are proposed. Accepts testimony from City staff and applicants presenting proposals to request CDBG funds. Evaluates proposals and recommends CDBG funding allocations consistent with policies, goals and priorities established by the City's CDBG Consolidated Plan and the Vision Madera 2025 Action Plan. Receives testimony from staff and provides comments about the City's CDBG-funded programs and projects overall annual outcomes and accomplishments. Promotes public participation in the CDBG planning process and any amendments.

LOCAL APPOINTMENT LIST

(Pursuant to California Government Code Section 54972)

Golf Course Advisory Committee: The committee consists of a 7-member body and is comprised of the following representatives: City Councilmember serves for Council Term, Parks Director – Continual Term, SGM Representative – Continual Term, Golfer/At-Large Community Member – Two-year Term, Food & Beverage Director/Representative – Continual Term, Non-Golfer/At-Large Community Member – Two-year Term, Service Organization Representative – Two-year Term. This position also has an additional caveat that the service organizations eligible are those that regularly meet at the Course, those being currently the Madera Evening Lions Club and the Morning Rotary Club. These service clubs will rotate representation, with the Madera Evening Lions Club having the initial representative. Should additional service organizations meet at the Course, they would be eligible to be added to the rotation of appointments. The Committee meets on the third Monday of the month at the Madera Municipal Golf Course. Meeting times and location may differ.

Responsibilities: Serve in an advisory capacity to the City Council and staff on local golf course matters including: providing feedback and input on matters related to the golf course operations, improvements, and maintenance; serve as a representative of the local community including golfers, residents, and other stakeholders, to ensure inclusion in decision-making process; serve as a communication channel between the golf course and the community; address and help resolve issues or concerns raised by golfers or community regarding the golf course; offer recommendations for improvements such as upgrades to facilities, landscaping, course layout, or other amenities; provide input on budgetary matters; and contribute to the development of policies and guidelines governing the use and management of the golf course.

LOAN REVIEW COMMITTEE: This committee consists of five members appointed by the City Council comprised of at least three residents of the City of Madera. Members shall possess backgrounds in residential mortgage lending, real estate or the building trades industry. Members do not serve specific terms, nor do they receive compensation/benefits. Meetings of the committee are held as needed to provide for the review of loan and grant applications for first time homebuyer down payment assistance and owner-occupied rehabilitation programs funded by State, Federal and local funds awarded to the City of Madera and from the Successor Agency to the Former Redevelopment Agency. Failure by a Committee member to attend three consecutive meetings shall be deemed an automatic resignation. A significant pattern of absences shall also be considered grounds for removal from the committee. Conflict of interest provisions apply as applicable to committee appointees serving the City of Madera or the Successor Agency to the Former Redevelopment Agency.

PLANNING COMMISSION: Four-year term. The Commission is composed of seven members, each member of the City Council makes a nomination to be considered for appointment by the Mayor. Appointees must reside within the City limits. Meetings are held on the second Tuesday of each month beginning at 6:00 p.m.

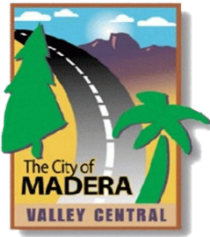
Responsibilities: Develop, maintain and amend the General Plan and Specific Plans as deemed appropriate; discretionary approval of development proposals, including subdivisions, use permits, and variances; discuss overall planning for the City, including ordinances, special studies, zoning, subdivisions and signs, with recommendations to the City Council.

TRANSIT ADVISORY BOARD: Four-year term. The Board consists of seven members appointed from a cross section of the community (general public, children, elderly, disabled, students, social service agencies, and minority family). The Board is composed of seven members, each member of the City Council makes a nomination to be considered for appointment by the Mayor. Appointees shall be residents of the City of Madera. Meetings are held quarterly in January, April, July, and September at a time and public place set by the advisory board.

Responsibilities: Recommend to the City Council a five (5) year transit and equipment plan; review, modify transit system proposals.

YOUTH COMMISSION: Two-year term. The Commission is composed of seven members, each member of the City Council makes a nomination to be considered for appointment by the Mayor. The Commission meets on the second Wednesday of each month at 5:00 p.m.

Responsibilities: Serves in an advisory capacity to the City Council about public safety, job opportunities for youth, recreation activities for youth, opportunities for effective participation by youth in governmental process, and changes in city regulations that are necessary to improve the social, economic, educational, recreational advantages, health and well-being of youth.



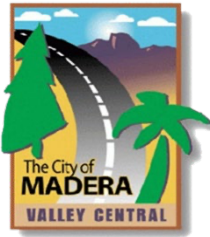
Madera City Council Meeting April 2, 2025 Agenda Item E-2

Select Recipient for the Proclamations in the Month of May

Recommendation: Request for Council's Selection of a Recipient for the following:

1. Proclamation Recognizing Foster Care Awareness Month
2. Proclamation Recognizing Relay for Life Weekend
3. Proclamation Recognizing Letter Carrier's Stamp Out Hunger Food Drive Day (Report by Alicia Gonzales)

There is no written report for this item.



Madera City Council Meeting
April 2, 2025
Agenda Item E-3

E-3 Fiscal Year 2024/25 Revenue and Expense Update

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

There is no written report for this item.