



Regular Meeting of the Madera City Council

205 W. 4th Street, Madera, California 93637

NOTICE AND AGENDA

Wednesday, August 5, 2020
6:00 p.m.

Council Chambers
City Hall

This meeting will be conducted pursuant to the provisions of the Governor's Executive Order which suspends certain requirements of the Ralph M. Brown Act. The City Council meeting will be live streamed on the City's website. Members of the public may participate in the meeting remotely through an electronic meeting via phone by dialing (669) 900-6833 enter ID: 930 3650 3406# followed by *9 on your phone to speak. Comments will also be accepted via email at citycouncilpubliccomment@madera.gov or by regular mail at 205 W. 4th Street, Madera, CA 93637.

CALL TO ORDER:

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

INVOCATION: Pastor Josh Blair, Central Valley Church

PLEDGE OF ALLEGIANCE:

APPROVAL OF AGENDA:

PUBLIC COMMENT:

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

WRITTEN COMMUNICATIONS: None

PRESENTATIONS:

1. Department of Public Health Update on COVID-19 (Report by Madera County Public Health Department)
2. Proclamation Recognizing Taiwan Chamber of Commerce

INTRODUCTIONS: None

WORKSHOP:

1. Update on Caltrans Project along SR 145 from Pecan Avenue to Tozer (Report by Keith Helmuth)

A. 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 – 5/6/20, 6/3/20, 6/11/20s, 6/18/20s

Recommendation: Approve the City Council Minutes of May 6, 2020, June 3, 2020, June 11, 2020, and June 18, 2020

B-2 Informational Report on Register of Audited Demands for July 2, 2020 to July 24, 2020.

Recommendation: No Action Required (Report by Roger Sanchez)

B-3 Informational Report on Personnel Activity

Recommendation: No Action Required (Report by Wendy Silva)

B-4 Update Administrative Policy 45: Injury and Illness Prevention Program to Include COVID-19 Supplement

Recommendation: Adopt a Minute Order Approving Revisions to Administrative Policy No. 45: Injury and Illness Prevention Program (IIPP) to add a COVID-19 Supplement in Compliance with Cal/OSHA Requirements (Report by Wendy Silva)

B-5 Agreement with the City of Kerman for the Use of the City of Kerman Range Facility

Recommendation: Approve a Minute Order Authorizing the Chief of Police to Sign the Use Agreement Allowing the Madera Police Department to Use the City of Kerman Range Facility (Report by Dino Lawson)

B-6 Acceptance of a Grant Award from the Bureau of Justice Assistance Coronavirus Emergency Supplemental Funding Program for the Police Department

Recommendation: 1) Approve a Resolution Authorizing the Police Chief to Accept the BJA CESF Grant on behalf of the City
2) Approve a Resolution Amending the 2020/2021 City Budget to Reflect Revenues and Expenditures Related to the Grant (Report by Dino Lawson)

B-7 Justice Assistance Grant Program Fiscal Year 2020 Local Solicitation

Recommendation: Adopt a Resolution Authorizing Submission of an Application to the Edward Byrne Memorial Justice Assistance Grant Program (JAG) Fiscal Year 2020 Local Solicitation in the Amount of \$27,514 (Report by Ivette Iraheta)

B-8 Letter of Support for Senate Bill 795 Building Affordable and Inclusive Communities

Recommendation: Approve a Minute Order Approving to Support SB795 Building Affordable and Inclusive Communities (Report by Arnolando Rodriguez)

B-9 Agreement with Pacific West Communities, Inc. and Related Parties to Ensure Precise Plan Compliance (Downtown Residential – Veterans and Multi-family Housing Projects)

Recommendation: Approve a Minute Order Authorizing the City Manager to enter into an Agreement, subject to Approval as to Legal Form by the City Attorney with Pacific West Communities, Inc. and Related Parties to ensure Amendment of Site Plan to Substantially Comply with the Conditions of Approval for Precise Plans 2018-03 and 2018-04 Previously Approved by the City for the Downtown Veterans and Multi-family Housing Projects. (Report by Gary Conte)

C. PUBLIC HEARINGS:

C-1 Weed Abatement within the City

Recommendation: Conduct a Public Hearing to Consider any Objections to the Proposed Destruction and Removal of Weeds and Adopt a Resolution Ordering the Abatement of Weed Nuisances (Report by Dino Lawson)

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

D-1 Amendment to the Madera Municipal Code Relating to Deposits for Utility Services

Recommendation: Waive Full Reading and Introduce an Ordinance of the City of Madera Amending Title VIII: Finance, Revenue, and Taxation, Chapter 7: Municipal Utilities, Section 8-7.06 (C) and (D) of the Madera Municipal Code Relating to Deposits for Utility Services (Report by Roger Sanchez)

D-2 Project Cooperation Agreement between the City of Madera and Madera Irrigation District Basin – Airport Basin

Recommendation: Adopt a Resolution Approving an Agreement between the City and MID – Airport Basin (Report by Keith Helmuth)

D-3 Project Cooperation Agreement between the City of Madera and Madera Irrigation District – Golf Course Basins

Recommendation: Adopt the Resolution Approving an Agreement for use of the Identified Basins for Recharge Purposes (Report by Keith Helmuth)

D-4 Second Amendment to the City Manager At-Will Employment Agreement

Recommendation: This Report has been Prepared at the Direction of the City Council; therefore, there is No Staff Recommendation Provided. Council is asked to Consider and Determine whether to Adopt the Resolution Approving a

Second Amendment to the City Manager At-Will Employment Agreement
(Report by Hilda Cantu Montoy)

E. ADMINISTRATIVE REPORTS:

E-1 Mid-Valley Disposal First and Second Quarter Updates (Report by Annette Kwock)

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

Recommendation: Deliberation and Direction Given from Council (Report by Arnaldo Rodriguez)

F. COUNCILMEMBER REPORTS/ANNOUNCEMENTS/FUTURE AGENDA ITEMS:

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

G. CLOSED SESSION: None

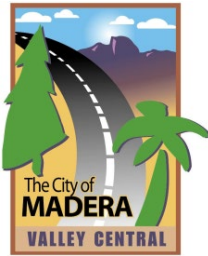
ADJOURNMENT: – Next regular meeting on August 19, 2020

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- Please silence or turn off cell phones and electronic devices while the meeting is in session.
 - Regular meetings of the Madera City Council are held the 1st and 3rd Wednesday of each month at 6:00 p.m. in the Council Chambers at City Hall.
 - Any writing related to an agenda item for the open session of this meeting distributed to the City Council less than 72 hours before this meeting is available for inspection at the City of Madera Office of the City Clerk, 205 W. 4th Street, Madera, California 93637 during normal business hours.
 - The meeting room is accessible to the physically disabled, and the services of a translator can be made available. Request for additional accommodations for the disabled, signers, assistive listening devices, or translators needed to assist participation in this public meeting should be made at least seventy-two (72) hours prior to the meeting. Please call the Human Resources Office at (559) 661-5401. Those who are hearing impaired may call 711 or 1-800-735-2929 for TTY Relay Service.
 - Questions regarding the meeting agenda or conduct of the meeting, please contact the City Clerk's office at (559) 661-5405.
 - Para asistencia en español sobre este aviso, por favor llame al (559) 661-5405.
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I, Alicia Gonzales, City Clerk for the City of Madera, declare under penalty of perjury that I posted the above agenda for the Regular Meeting of the Madera City Council for August 5, 2020 near the front entrances of City Hall and on the City's website www.madera.gov at 7:30 p.m. on July 30, 2020.



Alicia Gonzales, City Clerk



Item:	B-1
Minutes for:	05/06/2020
Adopted:	08/05/2020

MINUTES OF A REGULAR MEETING OF THE MADERA CITY COUNCIL

**May 6, 2020
6:00 p.m.**

**Council Chambers
City Hall**

This meeting was conducted pursuant to the provisions of the Governor’s Executive Order which suspend certain requirements of the Ralph M. Brown Act. The City Council meeting was live streamed on the City’s website. Members of the public were able to participate in the meeting remotely through an electronic meeting in the following ways; via phone by dialing (669) 900-6833 enter ID: 955 2111 0168# followed by *9 on their phone to speak. Comments were also be accepted via email at citycouncilpubliccomment@madera.gov or by regular mail at 205 W. 4th Street, Madera, CA 93637.

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

ROLL CALL:

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

Absent: None

Others present were City Manager Arnolando Rodriguez, City Attorney Hilda Cantu Montoy, City Clerk Alicia Gonzales, Chief Building Official Steve Woodworth, City Engineer Keith Helmuth, Finance Director Roger Sanchez, Fire Division Chief Matt Watson, Grant Administrator Ivette Iraheta, HR Director Wendy Silva, Information Services Manager Mark Souders, Parks & Community Services Director John Scarborough, Chief of Police Dino Lawson, Interim Public Works Director Dan Foss, Grants Program Manager David Dybas, Deputy City Engineer Jose Aguilar, and Project Development Coordinator Licensed Ellen Bitter.

INVOCATION: Pastor John Pursell, Believers Church

PLEDGE OF ALLEGIANCE: Mayor Medellin

APPROVAL OF AGENDA

Mayor Medellin stated that Item B-1 04/01/20 Minutes and Item D-1 will be pulled and brought back to a future meeting. He also asked that E-3 be heard first in Section E.

City Clerk Alicia Gonzales made a late distribution announcement: Pursuant to Government Code Section 54957, members of the public are advised that less than 72 hours prior to this evening's meeting, Item D-4 and Item E-1 were distributed to the Council after the agenda packet was finalized. Members of the public wishing to view or obtain a copy of this item may do so by visiting the City of Madera meeting and agenda page located on the City's website.

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

PUBLIC COMMENT

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.

Madeline Harris of the Leadership Counsel for Justice & Accountability commented on the recommendation to utilize CDBG grant dollars from CARES Act to provide rental, water, and utility payment assistance to Madera residents.

Elizabeth Wisener of Community Action Partnership of Madera County, Inc. (CAPMC) commented on rental/mortgage assistance to support homeless prevention; water/garbage utility assistance for families that have been financially impacted by COVID-19; funding to help pay for hotel cost of vulnerable homeless who are medically fragile, immune compromised or need to be isolated from the general public; and the City of Madera supported by the Madera Rescue Mission, County and City agencies and the Hope House in limited capacity to serve the homeless population.

Pastor Jessie Chavez, Deputy Director of Madera Rescue Mission stated they are Shelter in Place and asked for any assistance from the City of Madera.

Maha (no last name mentioned) commented on the lack and need of Victim Services programs and mentioned that the available programs don't have legal professionals representing the victims.

Mayor Medellin closed public comment.

WRITTEN COMMUNICATIONS: None

PRESENTATIONS

1. Proclamation Recognizing and Expressing Appreciation to Donors of Real Property for Future India Park in the City of Madera

Mayor presented the proclamation to India Park as well as a proclamation to Maternal Mental Health.

2. Department of Public Health Update on COVID-19 (Report by Madera County Public Health Department Director Sara Bosse)
3. Informational Report on Crow Abatement Project Update (Report by Arnoldo Rodriguez) Adam Baz of Avian Solutions presented the report.
4. Census 2020 Update (Report by Ana Maria Lugo, US Census)

INTRODUCTIONS

1. Anthony Forestiere, Financial Services Manager (Introduction by Roger Sanchez, Financial Services Director)

A. WORKSHOP: None

B. CONSENT CALENDAR

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

ON MOTION BY COUNCILMEMBER HOLLEY AND SECONDED BY COUNCILMEMBER ROBINSON, THE CONSENT CALENDAR WITH THE EXCULSION OF THE APRIL 1, 2020 MINUTES IN ITEM B-1 WAS APPROVED UNANIMOUSLY BY A VOTE OF 7/0. AYES: MAYOR MEDELLIN, COUNCILMEMBERS GARCIA, GALLEGOS, RODRIGUEZ, MONTES, ROBINSON, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

B-1 Minutes – April 1, 2020, April 6, 2020, and April 15, 2020

Recommendation: Approve the City Council Minutes of April 1, April 6 and April 15, 2020

The April 1, 2020 Minutes were pulled from the agenda at Agenda Approval.

B-2 Informational Report on Register Audited Demands April 4, 2020 to April 24, 2020

Recommendation: No action required (Report by Roger Sanchez)

B-3 Informational Report on Personnel Activity

Recommendation: No action required (Report by Wendy Silva)

B-4 Actions Relating to the Alley Paving of Various Locations, City Project No. ALY-02, Federal Project No. CML-5157(109)

Recommendation: Approve a Minute Order Approving Acceptance of the Alley Paving Various Locations, City Project No. ALY-02, Federal Project No. CML-5157(109), Recording the Notice of Completion, and Release of Retention Funds (Report by Keith Helmuth)

B-5 Adopt a Resolution Authorizing Staff to Submit for Reimbursement of Expenditures Related to COVID-19 with the State of California Governor’s Office of Emergency Services (CAL OES)

Recommendation: Adopt a Resolution Approving the Designation of the Financial Services Manager or the Director of Financial Services as the City’s Agent with the Purpose of the City’s Agent Filing a Claim for Reimbursement with CAL OES for Expenditures Incurred by City Staff as a Result of the City’s Response to the COVID-19 Virus (Report by Roger Sanchez)

RES 20-60 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING THE DESIGNATION OF APPLICANT’S AGENT FOR NON-STATE AGENCIES FOR THE PURPOSE OF FILING A CLAIM FOR REIMBURSEMENT RELATED TO THE COVID-19 VIRUS RESPONSE BY THE CITY STAFF TO THE STATE OF CALIFORNIA GOVERNOR’S OFFICE OF EMERGENCY SERVICES (CAL OES)

B-6 Approve a Minute Order Accepting the Submittal of a Support Letter for H.R. 6467, the Coronavirus Community Relief Act

Recommendation: Adopt a Minute Order Authorizing the Mayor to Submit a Letter of Support for H.R. 6467, the Coronavirus Community Relief Act for Local Governments with a Population of less than 500,000 (Report by Arnolando Rodriguez)

C. PUBLIC HEARINGS: None

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

D-1 Award of Agreement with Synagro-WWT, Inc. for Sludge Hauling and Disposal Services from the Wastewater Treatment Plant at \$41.00 per ton

Recommendation: Adopt a Resolution Approving the Agreement with Synagro-WWT for Sludge Hauling & Disposal Services from the Wastewater Treatment Plant (Report by Daniel Foss)

Item D-1 was pulled from the agenda at Agenda Approval.

D-2 Adjustment to Madera Metro Disabled Passenger Fares from \$9.00 to \$5.00 for books of 10 tickets

Recommendation: Adopt a Resolution Adjusting the Madera Metro Transit Fares so the Disabled Passenger Fares are Consistent with the Senior Passenger Fares (Report by Ivette Iraheta)

ON MOTION BY COUNCILMEMBER HOLLEY AND SECONDED BY COUNCILMEMBER ROBINSON, ITEM D-2 WAS APPROVED UNANIMOUSLY BY A VOTE OF 7/0. AYES: MAYOR MEDELLIN, COUNCILMEMBERS GARCIA, GALLEGOS, RODRIGUEZ, MONTES, ROBINSON, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

RES 20-61 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA ADJUSTING MADERA METRO FIXED ROUTE AND DIAL-A-RIDE TRANSIT FARES SO DISABLED AND SENIOR PASSENGER FARES ARE CONSISTENT

D-3 Approval of Contract Award for Olive Avenue Widening and Reconstruction of Gateway Drive to Knox Street Phase 2, Utility Undergrounding City Project No. R-000010 in the Amount of \$890,0002

Recommendation: Adopt a Resolution Approving the Contract Award for the Olive Avenue Widening and Reconstruction of Gateway Drive to Knox Street Phase 2 Utility Undergrounding City Project No. R-000010 in the Amount of \$890,002 to Mid Cal Pipeline & Utilities, Inc. and Authorizing Construction Contingencies and Construction Management Services Relating to the Contract (Report by Keith Helmuth)

Jose Aguilar, Deputy City Engineer presented the report.

ON MOTION BY COUNCILMEMBER HOLLEY AND SECONDED BY COUNCILMEMBER ROBINSON, ITEM D-3 WAS APPROVED UNANIMOUSLY BY A VOTE OF 7/0. AYES: MAYOR MEDELLIN, COUNCILMEMBERS GARCIA, GALLEGOS, RODRIGUEZ, MONTES, ROBINSON, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

RES 20-62 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING THE CONTRACT AWARD FOR OLIVE AVENUE WIDENING AND RECONSTRUCTION - GATEWAY DRIVE TO KNOX STREET PHASE-2, UTILITY UNDERGROUNDING CITY PROJECT NO. R- 000010, IN THE AMOUNT OF \$890,002 TO MID CAL PIPELINE & UTILITIES, INC., AND AUTHORIZING CONSTRUCTION CONTINGENCIES AND CONSTRUCTION MANAGEMENT SERVICES RELATING TO THE CONTRACT

D-4 Purchase of Real Property for Fire Department

Recommendation: Adopt a Resolution Approving Agreement for Purchase of Real Property Located At 621 East 4th Street for The Fire Department (APN: 007-093-003) for \$170,000 Plus Closing Costs (Report by Matthew Watson)

ON MOTION BY COUNCILMEMBER HOLLEY AND SECONDED BY COUNCILMEMBER ROBINSON, ITEM D-4 WAS APPROVED UNANIMOUSLY BY A VOTE OF 7/0. AYES: MAYOR MEDELLIN, COUNCILMEMBERS GARCIA, GALLEGOS, RODRIGUEZ, MONTES, ROBINSON, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

RES 20-63 A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING AN AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY LOCATED AT 621 EAST 4TH STREET (APN: 007-093-003)

E. ADMINISTRATIVE REPORTS

Item E-3 was heard first in this section per Agenda Approval.

E-1 Adopt a Resolution Authorizing and Approving the Amendments to the Fiscal Year 2019/20 Budget and Discussion regarding the Fiscal Impacts of the COVID-19 (Coronavirus) Pandemic

Recommendation: Adopt a Resolution Authorizing and Approving Budget Amendments to the Fiscal Year 2019/20 Budget (Report by Roger Sanchez)

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

RES 20-64 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AUTHORIZING AND APPROVING AMENDMENTS TO THE CITY OF MADERA FISCAL YEAR 2019/2020 BUDGET

E-2 Report from Council Ad-Hoc Committee on Cannabis

Recommendation: Consider Committee Report, Deliberate, and give Direction to Staff (Report by Arnaldo Rodriguez)

Council directed staff to proceed simultaneously with a Ballot Measure, Sales Tax Ordinance, and Time/Place/Manner Ordinance. Council directed staff to retain consulting services to assist the City.

ON MOTION BY COUNCILMEMBER RODRIGUEZ AND SECONDED BY COUNCILMEMBER MONTES, ITEM E-2 WAS APPROVED BY A VOTE OF 6/1. AYES: MAYOR MEDELLIN, COUNCILMEMBERS GARCIA, GALLEGOS, RODRIGUEZ, MONTES, AND HOLLEY. NOES: COUNCILMEMBER ROBINSON. ABSENT: NONE. ABSTAIN: NONE.

E-3 Public Comment for the Community Development Block Grant (CDBG) Award of \$536,338 in CARES Act Funding (Report by Ivette Iraheta)

Recommendation: City Council to Receive Public Input, including Input from the City Council and the Block Grant Commission on how to utilize the \$536,338 in CDBG Coronavirus Aid, Relief, and Economic Security Act (CARES Act) Funding

Dave Dybas, Grants Program Manager presented the report. Ivette Iraheta, Grants Administrator translated into Spanish.

Mayor Medellin opened public comment. Discussion ensued throughout comments.

Maddie Mendez of CAPMC stated that CAPMC has sufficient funding for assistance with electricity and gas as they received an additional allotment. She asked that monies be earmarked for assistance with water and garbage as CAPMC doesn't have funds for that.

Baldwin Moy of California Rural Legal Assistance (CRLA) and Madera Coalition for Justice commented that the City set aside 25% of the money and place it in a fund to disburse to families facing imminent eviction.

Pastor Jessie Chavez, Deputy Director of Madera Rescue Mission commented that there are additional people onsite at their site which means additional food, electricity and paper supplies being used. He asked that they be considered when distributing these grant funds.

Mayor Pro Tem Santos Garcia stated that the most immediate need is to low income to moderate income families to avoid evictions and pay for utilities. Councilmember Holley agreed with Mayor Pro Tem Garcia and stated it should also be for assistance with small businesses. It should not be allotted to City departments as they are already counted for. Councilmember Gallegos agreed with Mayor Pro Tem Garcia.

John Scarborough, Parks &Community Services Director stated that their Meals on Wheels program provides food for 140 homebound seniors through FMAAA who delivers once a week. He stated seniors have indicated that they are having difficulties in storing the frozen food. There is an option to provide Shelf Stable meals that require no refrigeration. A box per senior provides meals for five (5) days for approximately twenty-one dollars (\$21.00).

Councilmember Gallegos stated that Meals on Wheels is doing well, so funds that they would think to use for the third bullet on the “Needs Identified Through Outreach” for Meals on Wheels can be better used for paying rent and utilities. They can check that off their list.

Madeline Harris of the Leadership Counsel spoke on behalf of a resident who was having technical difficulties. Agustin commented that he is a farmworker that lives near the courthouse. He is glad Council is discussing this issue. He stated he is having trouble paying his rent, cell phone, utilities and food and the money should be used to help residents with those items.

Maddie Mendez of CAPMC stated that the state, the Community Services Development provided funding to a local agency, Central Valley Opportunity to assist farmworkers. She is not sure to what extent, but she is sure that rental assistance is part of it. Ms. Mendez stated they will reach out to that agency to see how much has been allocated to Madera and they will share that information with Ivette Iraheta, Grants Administrator.

Joanna Torres works for a local legal aid. She asked that Council prioritize housing assistance for homeowner and tenants.

E-4 Discussion on Status and Action Taken on Measures to Mitigate the Impacts of the COVID-19 (Coronavirus) Pandemic (Report by Arnolando Rodriguez)

Recommendation: Deliberation and Direction given from Council

F. COUNCILMEMBER REPORTS/ANNOUNCEMENTS/FUTURE AGENDA ITEMS

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

Councilmember Robinson had nothing to report.

Councilmember Gallegos had nothing to report.

Mayor Pro Tem Garcia had nothing to report.

Councilmember Holley had nothing to report.

Councilmember Rodriguez stated that on May 14, 2020 there will be an MCTC webinar discussing the possible relocation of the train station on Road 26. Times and dates can be found on the MCTC website.

Councilmember Montes had nothing to report.

Mayor Medellin had nothing to report.

G. CLOSED SESSION

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

Agency Designated Representative: Che Johnson, Wendy Silva, and Arnolando Rodriguez

Represented Employee Groups:

- Madera Police Officers' Association
- Law Enforcement Mid Management Group
- General Bargaining Unit
- Mid Management Employee Group

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

Agency Designated Representative: Arnolando Rodriguez

Unrepresented Position: Planning Manager

G-3 Threat to Public Services or Facilities, Government Code Section 54957(a), Consultation with City Manager, City Attorney, and Chief of Police

City Attorney Hilda Cantu Montoy made the Closed Session Announcement at 10:48 p.m.

Council returned from closed session at 11:57 p.m. with all Councilmembers present.

City Attorney Hilda Cantu Montoy stated there was no reportable action.

ADJOURNMENT – The meeting was adjourned at 11:57 p.m. Next regular meeting May 20, 2020.

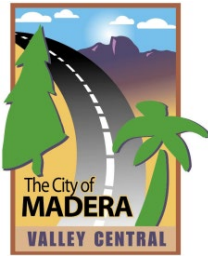
CONSISTENCY WITH THE VISION MADERA 2025 PLAN

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

ALICIA GONZALES, City Clerk

ANDREW J. MEDELLIN, Mayor

MINUTES PREPARED BY
ZELDA LEON, Deputy City Clerk



Item:	B-1
Minutes for:	06/03/2020
Adopted:	08/05/2020

MINUTES OF A REGULAR MEETING OF THE MADERA CITY COUNCIL

**June 3, 2020
6:00 p.m.**

**Council Chambers
City Hall**

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

ROLL CALL

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

Absent: None

Others present were City Manager Arnolando Rodriguez, City Attorney Hilda Cantu Montoy, City Clerk Alicia Gonzales, Chief Building Official Steve Woodworth, City Engineer Keith Helmuth, Finance Director Roger Sanchez, Fire Division Chief Matt Watson, Grant Administrator Ivette Iraheta, HR Director Wendy Silva, Information Services Manager Mark Souders, Parks & Community Services Director John Scarborough, Interim Planning Manager Darrell Unruh, Chief of Police Dino Lawson, Interim Public Works Director Dan Foss, Administrative Analyst Adam Gonzales, Assistant Planner Jesus Orozco, and Associate Civil Engineer Victor Aldama.

INVOCATION: Pastor Marc Unger, First Baptist Church

PLEDGE OF ALLEGIANCE: Mayor Medellin

APPROVAL OF AGENDA

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

PUBLIC COMMENT

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.

Mayor Medellin asked City Clerk Alicia Gonzales if any public comments had been received. None were received. Mayor Medellin closed public comment.

WRITTEN COMMUNICATIONS: None

PRESENTATIONS

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

INTRODUCTIONS: None

A. WORKSHOP

A-1 Operating Budget 2020/21 Workshop (Report by Roger Sanchez)

B. CONSENT CALENDAR

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

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

B-1 Informational Report on Register Audited Demands May 9, 2020 to May 23, 2020
Recommendation: No Action Required (Report by Roger Sanchez)

B-2 Informational Report on Contract City Attorney Service Expenditures
Recommendation: No Action Required (Report by Arnoldo Rodriguez)

B-3 Informational Report on Personnel Activity

Recommendation: No Action Required (Report by Wendy Silva)

B-4 Correction to Resolution No. 20-36 Relating to Senate Bill 1 Local Streets and Roads Funding Project List

Recommendation: Adopt a Minute Order Approving a Corrected Exhibit A for Resolution 20-36 regarding the Project List for Fiscal Year 2020/21 Funded by Senate Bill 1 Road Maintenance and Rehabilitation Account – Local Streets and Roads Funding Program (Report by Keith Helmuth)

B-5 Intersection Improvements at Isla Vista Court and Caitlan Drive

Recommendation: Adopt a Minute Order Approving the Acceptance of the Construction of Intersection Improvements at Isla Vista Court and Caitlan Drive, City Project No. TS-30, Recording of Notice of Completion, Release of Retention 35 days after Recording Notice of Completion (Report by Keith Helmuth)

C. PUBLIC HEARINGS

C-1 Public Hearing Regarding a General Plan Amendment and Related Rezoning of Property for Reconfiguration of Development Regarding Pecan Square Project (Pecan Avenue and State Route 145)

Recommendation: Continue Public Hearing to the June 17, 2020 City Council Meeting (Report by Darrel Unruh)

ON MOTION BY COUNCILMEMBER HOLLEY AND SECONDED BY COUNCILMEMBER ROBINSON, ITEM C-1 WAS CONTINUED TO THE JUNE 17, 2020 COUNCIL MEETING AND APPROVED UNANIMOUSLY BY A VOTE OF 7/0. AYES: MAYOR MEDELLIN, COUNCILMEMBERS GARCIA, GALLEGOS, RODRIGUEZ, MONTES, ROBINSON, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

C-2 Public Hearing Regarding a General Plan Amendment and Rezone of the Subject Properties to Allow for the Development of a 34-unit (Grove Gardens) Apartment Complex and Related Actions

Recommendation:

1) Adopt a Resolution Amending the General Plan Land Use Designation for the Subject Properties Encompassing Approximately 1.8 Acres Located on the Southeast Corner of the Intersection of Maple Street and Noble Street from the Industrial to the High-Density Land Use Designation and Adopt the Associated Negative Declaration; and

2) Waive the Full Reading and Introduce an Ordinance Rezoning the Subject Properties Encompassing Approximately 1.8 Acres Located on the Southeast Corner of the Intersection of Maple Street and Noble Street from the Industrial to the PD-2000 Zone District (Report by Darrell Unruh)

ON MOTION BY COUNCILMEMBER HOLLEY AND SECONDED BY COUNCILMEMBER GALLEGOS, ITEM C-2(1) AND C-2(2) WERE APPROVED UNANIMOUSLY BY A VOTE OF 7/0.

AYES: MAYOR MEDELLIN, COUNCILMEMBERS GARCIA, GALLEGOS, RODRIGUEZ, MONTES, ROBINSON, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

RES 20-81 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING AN AMENDMENT OF THE GENERAL PLAN CHANGING THE LAND USE DESIGNATION OF APPROXIMATELY 1.8 ACRES OF LAND LOCATED ON THE SOUTHEAST CORNER OF THE INTERSECTION OF MAPLE STREET AND NOBLE STREET FROM THE I (INDUSTRIAL) LAND USE DESIGNATION TO THE HD (HIGH DENSITY) LAND USE DESIGNATION AS IDENTIFIED WITHIN EXHIBITS "A" AND ADOPTING A NEGATIVE DECLARATION

C-3 Automatic Extension of Business License Renewal and Bypass Delinquencies during the COVID-19 Pandemic for 3 Months

Recommendation: Adopt a Resolution Allowing Automatic Extension of Business License Renewals and Bypass Delinquencies during the COVID-19 Pandemic for 3 Months through October 31, 2020 (Report by Roger Sanchez)

ON MOTION BY COUNCILMEMBER HOLLEY AND SECONDED BY COUNCILMEMBER MONTES, ITEM C-3 WAS APPROVED UNANIMOUSLY BY A VOTE OF 7/0. AYES: MAYOR MEDELLIN, COUNCILMEMBERS GARCIA, GALLEGOS, RODRIGUEZ, MONTES, ROBINSON, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

RES 20-82 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA ALLOWING AUTOMATIC EXTENSION OF BUSINESS LICENSE RENEWAL AND BYPASS DELINQUENCIES UNDER CITY ORDINANCE CODE 6-1.19 DURING THE COVID-19 PANDEMIC FOR THE FIRST QUARTER OF FISCAL YEAR 2020/2021

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

D-1 Side Letter Agreement Extending Memorandum of Understanding with the Madera Affiliated City Employees' Association

Recommendation: Adopt a Resolution Approving a Side Letter Agreement between the City of Madera and the Madera Affiliated City Employees' Association (MACEA) (Report by Wendy Silva)

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

RES 20-83 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING A SIDE LETTER AGREEMENT BETWEEN THE CITY OF MADERA AND THE MADERA AFFILIATED CITY EMPLOYEES' ASSOCIATION AND AUTHORIZING THE CITY MANAGER TO SIGN THE AGREEMENT

D-2 Side Letter Agreement Extending Memorandum of Understanding with the Mid Management Employee Group

Recommendation: Adopt a Resolution Approving a Side Letter Agreement between the City of Madera and the Mid Management Employee (Report by Wendy Silva)

ON MOTION BY MAYOR PRO TEM GARCIA AND SECONDED BY COUNCILMEMBER HOLLEY, ITEM D-2 WAS APPROVED UNANIMOUSLY BY A VOTE OF 7/0. AYES: MAYOR MEDELLIN, COUNCILMEMBERS GARCIA, GALLEGOS, RODRIGUEZ, MONTES, ROBINSON, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

RES 20-84 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING A SIDE LETTER AGREEMENT BETWEEN THE CITY OF MADERA AND THE MID MANAGEMENT EMPLOYEE GROUP AND AUTHORIZING THE CITY MANAGER TO SIGN THE AGREEMENT

D-3 Agreement with Talley Oil, Inc. For Asphalt Pavement Crack Sealing

Recommendation: Adopt a Resolution Approving the Agreement with Talley Oil, Inc. for Asphalt Pavement Crack Sealing in the Amount of \$380,160 (Report by Daniel Foss)

ON MOTION BY COUNCILMEMBER GALLEGOS AND SECONDED BY COUNCILMEMBER MONTES, ITEM D-3 WAS APPROVED UNANIMOUSLY BY A VOTE OF 7/0. AYES: MAYOR MEDELLIN, COUNCILMEMBERS GARCIA, GALLEGOS, RODRIGUEZ, MONTES, ROBINSON, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

RES 20-85 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING AN AGREEMENT FOR ASPHALT PAVEMENT CRACK SEALING WITH TALLEY OIL, INC.

D-4 Employment Agreement with Gary Conte to Serve as Planning Manager

Recommendation: Adopt a Resolution Approving an At-Will Employment Agreement with Gary Conte to Serve as Planning Manager (Report by Wendy Silva)

ON MOTION BY COUNCILMEMBER HOLLEY AND SECONDED BY COUNCILMEMBER MONTES, ITEM D-4 WAS APPROVED UNANIMOUSLY BY A VOTE OF 7/0. AYES: MAYOR MEDELLIN, COUNCILMEMBERS GARCIA, GALLEGOS, RODRIGUEZ, MONTES, ROBINSON, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

RES 20-86 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING AN AT-WILL EMPLOYMENT AGREEMENT WITH GARY CONTE TO SERVE AS PLANNING MANAGER FOR THE CITY OF MADERA AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT

D-5 Tax Sharing Agreement between the City of Madera and the County of Madera

Recommendation: Approve a Resolution Approving a One-Year Extension to the Current Agreement Set to Expire June 5, 2020 (Report by Arnoldo Rodriguez)

ON MOTION BY COUNCILMEMBER HOLLEY AND SECONDED BY COUNCILMEMBER MONTES, ITEM D-5 WAS APPROVED UNANIMOUSLY BY A VOTE OF 7/0. AYES: MAYOR MEDELLIN, COUNCILMEMBERS GARCIA, GALLEGOS, RODRIGUEZ, MONTES, ROBINSON, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

RES 20-87 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING A ONE-YEAR EXTENSION TO THE CURRENT AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY BETWEEN THE CITY OF MADERA AND THE COUNTY OF MADERA SET TO EXPIRE JUNE 5, 2020

E. ADMINISTRATIVE REPORTS

E-1 Discussion on Status and Action Taken on Measures to Mitigate the Impacts of the COVID-19 (Coronavirus) Pandemic

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

F. COUNCILMEMBER REPORTS/ANNOUNCEMENTS/FUTURE AGENDA ITEMS

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

Councilmember Robinson stated he would like a resolution opposing SB 939 as it will affect their rural area and commercial businesses.

Councilmember Gallegos asked why Councilmembers were not invited to the Sikh donation of face masks as it is their place to receive the masks. Mayor Medellin stated that the Sikh community reached out to him and they did an impromptu disbursement. Everything was coordinated within a twenty-four (24) hour process. He apologized for not reaching out to the Councilmembers. Councilmember Gallegos stated that City Clerk Alicia Gonzales could have assisted in reaching out to them. Mayor Medellin apologized and stated it was done while running a business and doing a few other things and he should have passed it on to Ms. Gonzales to reach out to Council.

Mayor Pro Tem Garcia stated that United Farmworkers has been distributing 3,000 meals at the fairgrounds for the past five (5) weeks to those in need during this crisis. He stated he has not seen activities here such as those elsewhere regarding the death of Mr. Floyd. He stated he supports the Sherriff's Department, Police Department and Firefighters.

Councilmember Holley stated they met at Mo's Catering in a march of solidarity regarding the death of Mr. Floyd. He also asked when the sidewalk on "I" Street would be constructed. City Engineer Keith Helmuth stated that this item was heard in a 2014 Council meeting and it was determined that it could wait. It could be funded in several ways.

Mayor Medellin interjected and advised that the City Attorney reminds them that this is a section for Council reports on boards and commissions as opposed to making this a CIP report. City Attorney Hilda Cantu Montoy stated that Councilmembers can request a staff report for this item for a future meeting.

Councilmember Rodriguez echoed sentiments from Mayor Pro Tem Garcia. He stated those demonstrations should be made peacefully. He expressed that if their Police Department is not doing their duty, the public should make that known to them. It has not happened here as the Police Department is accessible to the community and they invite people to speak out on injustices. He thanked the Police Department.

Councilmember Montes echoed his colleague's sentiments. He stated law enforcement has been accessible to the community, so they will have different outcomes than other communities, because of how engaged they are with their residents.

Mayor Medellin thanked all volunteers and restaurants that participate in the United Farmworkers food distribution every Thursday. He stated that Community Action Partnership of Madera County (CAPMC) is going to have a Farmworker Appreciation this Friday. He thanked his colleagues for their comments on their Police Department. The Police Department has spent years cultivating the trust of the residents. Mayor Medellin stated high school students are putting together a candlelight vigil for Mr. Floyd on Friday at Courthouse Park. There will be another rally at Town and Country Park.

G. CLOSED SESSION

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

G-2 Public Employee Performance Evaluation – Pursuant to Government Code §54957
Title: City Manager

City Attorney Hilda Cantu Montoy made the Closed Session Announcement at 9:02 p.m.

Council returned from closed session at 10:33 p.m. with all Councilmembers present.

City Manager Arnoldo Rodriguez stated there was no reportable action.

ADJOURNMENT – The meeting was adjourned at 10:33 p.m. Next regular meeting June 17, 2020.

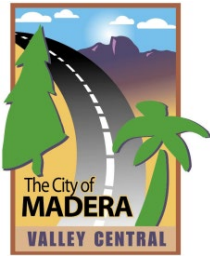
CONSISTENCY WITH THE VISION MADERA 2025 PLAN

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

ALICIA GONZALES, City Clerk

ANDREW J. MEDELLIN, Mayor

MINUTES PREPARED BY
ZELDA LEON, Deputy City Clerk



Item:	B-1
Minutes for:	06/11/2020
Adopted:	08/05/2020

MINUTES OF A SPECIAL MEETING OF THE MADERA CITY COUNCIL

**June 11, 2020
6:00 p.m.**

**Council Chambers
City Hall**

This meeting was conducted pursuant to the provisions of the Governor’s Executive Order which suspend certain requirements of the Ralph M. Brown Act. The City Council meeting was live streamed on the City’s website. Members of the public were able to participate in the meeting remotely through an electronic meeting in the following ways; via phone by dialing (669) 900-6833 enter ID: 993 0816 2679# followed by *9 on their phone to speak. Comments were also be accepted via email at citycouncilpubliccomment@madera.gov and by regular mail at 205 W. 4th Street, Madera, CA 93637.

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

ROLL CALL:

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

Absent: None

Others present were City Manager Arnolando Rodriguez, City Attorney Hilda Cantu Montoy, City Clerk Alicia Gonzales, City Engineer Keith Helmuth, Finance Director Roger Sanchez, Fire Division Chief Matt Watson, Grant Administrator Ivette Iraheta, HR Director Wendy Silva, Information Services Manager Mark Souders, Parks & Community Services Director John Scarborough, Planning Manager Gary Conte, Chief of Police Dino Lawson, Interim Public Works Director Dan Foss, Project Development Coordinator Licensed Ellen Bitter, Project Development Coordinator Licensed Randy Bell, Associate Civil Engineer Victor Aldama, and Financial Services Manager Anthony Forestiere.

INVOCATION: Pastor Marc Unger, First Baptist Church

PLEDGE OF ALLEGIANCE: Mayor Medellin

APPROVAL OF AGENDA

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

PUBLIC COMMENT

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

David and Sharon Bell Stevens commented that they are concerned by the furlough or reassignment the Parks and Recreation Department employees as there will be no activities for their youth. They stated that lack of supervised activities leads to increased juvenile delinquency. They stated that another benefit is reduced crime and lower overall expenses to the City. They asked when the recreation programs be reinstated at the Pan Am Center and at the John Wells Center.

No other comments were submitted.

A. WORKSHOP

A-1 Fiscal Year Budget 2020-2021 Presentation and Workshop

Recommendation: Presentation for Fiscal Year Budget 2020-2021, Council Review, Discuss and Provide Direction to Staff

ADJOURNMENT – The meeting was adjourned at 7:19 p.m. Next regular meeting June 17, 2020.

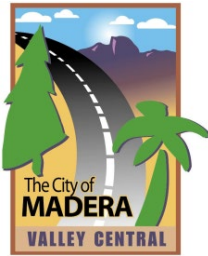
CONSISTENCY WITH THE VISION MADERA 2025 PLAN

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

ALICIA GONZALES, City Clerk

ANDREW J. MEDELLIN, Mayor

MINUTES PREPARED BY
ZELDA LEON, Deputy City Clerk



Item:	B-1
Minutes for:	06/18/2020
Adopted:	08/05/2020

MINUTES OF A SPECIAL MEETING OF THE MADERA CITY COUNCIL

**June 18, 2020
6:00 p.m.**

**Council Chambers
City Hall**

This meeting was conducted pursuant to the provisions of the Governor’s Executive Order which suspend certain requirements of the Ralph M. Brown Act. The City Council meeting was live streamed on the City’s website. Members of the public were able to participate in the meeting remotely through an electronic meeting in the following ways; via phone by dialing (669) 900-6833 enter ID: 976 1591 9003# followed by *9 on their phone to speak. Comments were also be accepted via email at citycouncilpubliccomment@madera.gov and by regular mail at 205 W. 4th Street, Madera, CA 93637.

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

ROLL CALL:

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

Absent: None

Others present were City Manager Arnolando Rodriguez, City Attorney Hilda Cantu Montoy, City Clerk Alicia Gonzales, City Engineer Keith Helmuth, Finance Director Roger Sanchez, Fire Division Chief Matt Watson, Grant Administrator Ivette Iraheta, HR Director Wendy Silva, Information Services Manager Mark Souders, Parks & Community Services Director John Scarborough, Planning Manager Gary Conte, Interim Public Works Director Dan Foss, Administrative Analyst Adam Gonzales, Grants Program Manager David Dybas, Assistant Engineer Tiffany Ljuba, and Communications Specialist Joseph Carrello.

INVOCATION: Pastor Marc Unger, First Baptist Church

PLEDGE OF ALLEGIANCE: Mayor Medellin

APPROVAL OF AGENDA

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

PUBLIC COMMENT

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

Steve Copeland thanked the City Council for all their efforts and work during these times. He hopes that Council continues to support the Police Department.

No other comments were submitted.

A. WORKSHOP

A-1 Public Hearing on the 2020/2024 Consolidated Plan, Analysis of Impediments to Fair Housing Choice and the 2020/2021 Annual Action Plan (\$911,725)

Recommendation: Conduct the Public Hearing for the 2020/2024 Consolidated Plan, Analysis of Impediments to Fair Housing Choice, and the 2020/2021 Annual Action Plan, Receive Input from the Public and the Block Grant Commission, and make Tentative Determinations for Allocating the \$911,725 in CDBG Funding (Report by Ivette Iraheta)

The report was presented by Grants Administrator Ivette Iraheta and Grants Project Manager David Dybas. Managing Principal Scott Good and Project Support Specialist Jeremy Vandrolf of the Crescendo Consulting Group assisted in the Fair Housing Choice section of the report.

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

ON MOTION BY COUNCILMEMBER RODRIGUEZ AND SECONDED BY COUNCILMEMBER MONTES, ITEM A-1 PUBLIC SERVICES ALLOCATIONS AS RECOMMENDED BY THE BLOCK GRANT COMMISSION WERE APPROVED BY A VOTE OF 5/2. AYES: MAYOR MEDELLIN, COUNCILMEMBERS GALLEGOS, RODRIGUEZ, MONTES, AND ROBINSON. NOES: NONE. ABSENT: NONE. ABSTAIN: MAYOR PRO TEM GARCIA AND COUNCILMEMBER HOLLEY.

ON MOTION BY COUNCILMEMBER GALLEGOS AND SECONDED BY COUNCILMEMBER RODRIGUEZ, ITEM A-1 CAPITAL PROJECTS/PUBLIC IMPROVEMENTS ALLOCATIONS AS RECOMMENDED BY THE BLOCK GRANT COMMISSION WERE APPROVED UNANIMOUSLY BY A VOTE OF 7/0. AYES: MAYOR MEDELLIN, COUNCILMEMBERS GALLEGOS, RODRIGUEZ, MONTES, ROBINSON, GARCIA, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

A-2 Public Hearing on the Community Development Block Grant (CDBG) COVID-19 Funding Allocation (\$536,338)

Recommendation: Conduct the Public Hearing to Receive Input from the Public and the Block Grant Commission on How to Utilize the \$536,338 in CDBG COVID-19 Funding and make Tentative Determinations for Allocations (Report by Ivette Iraheta)

The report was presented by Grants Administrator Ivette Iraheta and Grants Project Manager David Dybas.

ON MOTION BY COUNCILMEMBER RODRIGUEZ AND SECONDED BY COUNCILMEMBER HOLLEY, ITEM A-2 COVID-19 PUBLIC SERVICES ALLOCATIONS AS RECOMMENDED BY THE BLOCK GRANT COMMISSION WERE APPROVED BY A VOTE OF 5/2. AYES: MAYOR MEDELLIN, COUNCILMEMBERS GALLEGOS, RODRIGUEZ, MONTES, AND ROBINSON. NOES: NONE. ABSENT: NONE. ABSTAIN: MAYOR PRO TEM GARCIA AND COUNCILMEMBER HOLLEY.

ADJOURNMENT – The meeting was adjourned at 8:53 p.m. Next regular meeting July 1, 2020.

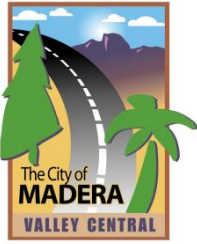
CONSISTENCY WITH THE VISION MADERA 2025 PLAN

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

ALICIA GONZALES, City Clerk

ANDREW J. MEDELLIN, Mayor

MINUTES PREPARED BY
ZELDA LEON, Deputy City Clerk



REPORT TO CITY COUNCIL

Approved by:

Department Director

City Manager

Council Meeting of: August 5, 2020

Agenda Number: B-2

SUBJECT:

Informational Report on Register of Audited Demands

RECOMMENDATION:

Review Register of Audited Demands Report for July 4, 2020 to July 24, 2020.

SUMMARY:

The Register of Audited Demands for the City covering obligations paid during the period of July 4, 2020 to July 24, 2020 is contained in the attachment and summarized in the following tables.

<i>Table 1: Warrant Distribution Summary</i>		
<i>Description</i>	<i>Check #'s</i>	<i>Amount</i>
<i>General Warrant</i>	26929 - 27249	\$4,111,331.67

<i>Table 2: Wire Transfer Summary</i>		
<i>Description</i>	<i>Vendor</i>	<i>Amount</i>
<i>Payroll and Taxes</i>	Union Bank	\$1,182,312.10
<i>SDI</i>	EDD	\$4,357.35
<i>CalPERS Payment</i>	CalPERS	\$3,898,749.87

DISCUSSION:

Warrant requests are processed weekly based on the adopted Fiscal Year 2019/2020 and Fiscal Year 2020/2021 budgets 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 approved 2019/2020 and 2020/2021 budgets.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

ALTERNATIVES:

Informational only.

ATTACHMENTS:

Register of Audited Demands

CITY OF MADERA
REGISTER OF AUDITED DEMANDS FOR BANK #1 - UNION BANK GENERAL ACCOUNT
August 5, 2020

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
26929	07/07/2020	FINANCE	FINANCE	ACRO SERVICE CORPORATION	FINANCIAL SERVICES DIRECTOR	\$ 2,122.47
26929	07/07/2020	FINANCE	UB - GARBAGE	ACRO SERVICE CORPORATION	FINANCIAL SERVICES DIRECTOR	\$ 379.03
26929	07/07/2020	FINANCE	UB - SEWER	ACRO SERVICE CORPORATION	FINANCIAL SERVICES DIRECTOR	\$ 379.03
26929	07/07/2020	FINANCE	UB - WATER	ACRO SERVICE CORPORATION	FINANCIAL SERVICES DIRECTOR	\$ 756.97
26930	07/07/2020	CITY ADMIN	PAYROLL TRUST	ADMINISTRATIVE SOLUTIONS	ADMIN FEES - JUNE 2020	\$ 138.00
26931	07/07/2020	UB - WATER	PAYROLL TRUST	ADMINISTRATIVE SOLUTIONS	MEDICAL & CHILD CARE EXP ACCT	\$ 1,055.59
26932	07/07/2020	UB - WATER	PAYROLL TRUST	ADMINISTRATIVE SOLUTIONS	MEDICAL PART A FOR CLAIMS JUNE 2020	\$ 31,068.96
26933	07/07/2020	HR/RISK MGT	INS RESERVE	ADMINISTRATIVE SOLUTIONS	PREPAYMENT FOR MEDICAL CLAIMS	\$ 60,000.00
26934	07/07/2020	CODE ENF	TIRE AMNESTY	AMERICAN TIRE RECYCLING, INC	TRAILERS	\$ 10,000.00
26935	07/07/2020	WATER OPS	WATER CONS	THIRKETTLE CORPORATION	S50 GPS RECEIVER SENSUS PART	\$ 337.53
26936	07/07/2020	FINANCE	AIRPORT OPS	AT&T	06/20 CALNET 3 SERVICE 9391026409	\$ 21.32
26936	07/07/2020	FINANCE	CENTRAL ADMIN	AT&T	06/20 CALNET 3 SERVICE 9391026406	\$ 19.28
26936	07/07/2020	FINANCE	COMM & REC	AT&T	05/20 CALNET 3 SERVICE 9391026396	\$ 136.23
26936	07/07/2020	FINANCE	FINANCE	AT&T	06/20 CALNET 3 SERVICE 9391026406	\$ 19.28
26936	07/07/2020	FINANCE	HR/RISK MGT	AT&T	06/20 CALNET 3 SERVICE 9391026400	\$ 20.89
26936	07/07/2020	FINANCE	PARKS	AT&T	06/20 CALNET 3 SERVICE 9391026412	\$ 159.92
26936	07/07/2020	FINANCE	PARKS ADMIN	AT&T	06/20 CALNET 3 SERVICE 9391031580	\$ 186.37
26936	07/07/2020	FINANCE	PD ADMIN	AT&T	06/20 CALNET 3 SERVICE 9391026414	\$ 216.29
26936	07/07/2020	FINANCE	SEWER OPS	AT&T	06/20 CALNET 3 SERVICE 9391026410	\$ 40.13
26936	07/07/2020	FINANCE	SR CITIZEN	AT&T	05/20 CALNET 3 SERVICE 9391026403	\$ 23.71
26936	07/07/2020	FINANCE	SR CITIZEN	AT&T	05/20 CALNET 3 SERVICE 9391026398	\$ 20.89
26936	07/07/2020	FINANCE	SR CITIZEN	AT&T	06/20 CALNET 3 SERVICE 9391026415	\$ 59.66
26936	07/07/2020	FINANCE	WWTP	AT&T	06/20 CALNET 3 SERVICE 9391026405	\$ 20.30
26936	07/07/2020	FINANCE	WWTP	AT&T	06/20 CALNET 3 SERVICE 9391026417	\$ 30.85
26936	07/07/2020	FINANCE	MEAS K - PD	AT&T	05/20 CALNET 3 SERVICE 9391059143	\$ 1,096.87
26936	07/07/2020	FINANCE	MEAS K - PD	AT&T	05/20 CALNET 3 SERVICE 9391026401	\$ 20.89
26937	07/07/2020	WATER OPS	WATER DEBT	BANK OF NEW YORK MELLON	WATER REV BONDS SERIES 2010	\$ 250.00
26937	07/07/2020	WATER OPS	WWTP BOND	BANK OF NEW YORK MELLON	WATER REV BONDS SERIES 2010	\$ 250.00
26938	07/07/2020	UB - WATER	CITY MANAGER	BLUE SHIELD OF CALIFORNIA	CITY PAID RETIREE RX BILL MAY	\$ 118.40
26939	07/07/2020	WWTP	WWTP	BSK ASSOCIATES	PERMIT COMPLIANCE LAB	\$ 225.50
26940	07/07/2020	UB - WATER	PAYROLL TRUST	CA DEPARTMENT OF CHILD SUPPORT	CHILD SUPPORT DEDUCTIONS	\$ 1,656.42
26941	07/07/2020	UB - WATER	PAYROLL TRUST	COLONIAL LIFE & ACCIDENT INSURANCE	EMPLOYEE LIFE INSURANCE	\$ 1,030.39
26942	07/07/2020	FINANCE	PD ADMIN	COMCAST	06/14/20-07/13/20 SVS 8155500320092096	\$ 122.75
26943	07/07/2020	ENGINEERING	ENGINEERING	CONCENTRA MEDICAL CENTERS	PRE-EMPLOYMENT PHYSICAL	\$ 113.50

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26944	07/07/2020	UB - WATER	PAYROLL TRUST	COURT ORDERED DEBT COLLECTIONS	COURT ORDERED DEBT COLLECTION	\$ 48.71
26945	07/07/2020	PD ADMIN	PD ADMIN	DIEBERTS CREATIVE COPY INC	BUSINESS CARDS	\$ 37.89
26946	07/07/2020	UB - WATER	UB - GARBAGE	DATAPROSE, LLC	BILL PERIOD 3/1/20-3/31/20 PER 267	\$ 2,131.82
26946	07/07/2020	UB - WATER	UB - SEWER	DATAPROSE, LLC	BILL PERIOD 3/1/20-3/31/20 PER 267	\$ 2,131.84
26946	07/07/2020	UB - WATER	UB - WATER	DATAPROSE, LLC	BILL PERIOD 3/1/20-3/31/20 PER 267	\$ 4,263.67
26947	07/07/2020	WATER QC	WATER QC	DELLAVALLE LABORATORY, INC.	WATER SAMPLES	\$ 3,238.00
26948	07/07/2020	PW ADMIN	WATER OPS	E & M ELECTRIC & MACHINERY, INC.	SCADA SOFTWARE SUPPORT	\$ 3,030.00
26948	07/07/2020	PW ADMIN	WATER QC	E & M ELECTRIC & MACHINERY, INC.	SCADA CONTRACT SUPPORT	\$ 12,020.00
26949	07/07/2020	PARKS	PARKING DIST	ELITE MAINTENANCE AND TREE SERVICE	MONTHLY LANDSCAPE MAINTENANCE DOWNTOWN	\$ 455.00
26949	07/07/2020	PARKS	PARKS	ELITE MAINTENANCE AND TREE SERVICE	LANDSCAPE MAINTENANCE MAY 2020	\$ 5,070.00
26949	07/07/2020	PARKS	MEDIAN LAND	ELITE MAINTENANCE AND TREE SERVICE	MEDIAN LANDSCAPE MAINTENANCE MAY 2020	\$ 11,215.00
26950	07/07/2020	BUILDING	BUILDING	FIRE SAFETY SOLUTIONS, LLC	FIRE PROTECTION ENG SVS	\$ 13,237.50
26951	07/07/2020	ENGINEERING	RSTP - FED EX	GHD INC.	4TH/LAKE/CENTRAL INTERSECTION IMPROVEMENTS	\$ 645.00
26952	07/07/2020	CITY CLERK	CITY CLERK	GENERAL LOGISTICS SYSTEMS US INC	OVERNIGHT SHIPPING	\$ 13.68
26953	07/07/2020	GRANTS	CDBG PUB IMP	HABITAT FOR HUMANITY FRESNO INC.	3RD QTR FY 19/20 REIMBURSEMENT	\$ 41,714.99
26954	07/07/2020	FLEET MAINT	FLEET MAINT	HERITAGE-CRYSTAL CLEAN, INC.	PARTS WASHER CLEANING	\$ 548.59
26955	07/07/2020	BUILDING	BUILDING	JOSEPH CROWN CONSTRUCTION	REFUNDING DIFFERENCE IN ELEVATION	\$ 22.47
26956	07/07/2020	PD ADMIN	PD ADMIN	KAISER FOUNDATION HEALTH PLAN	PRE-EMPLOYMENT EXAMS	\$ 786.00
26957	07/07/2020	PD ADMIN	PD ADMIN	KER'S GAS & LUBE, INC.	MAY 2020 PD CAR WASHES	\$ 188.50
26958	07/07/2020	PD ADMIN	PD ADMIN	LANGUAGE LINE SERVICES, INC.	INTERPRETATION SERVICES	\$ 59.53
26959	07/07/2020	HR/RISK MGT	INS/RISK MGT	LIEBERT CASSIDY WHITMORE	NEGOTIATIONS 2020	\$ 629.00
26960	07/07/2020	RECREATION	AQUATICS	LINCOLN AQUATICS INC.	CHLORINE FOR POOL	\$ 1,515.49
26961	07/07/2020	UB - WATER	PAYROLL TRUST	M A C E A	JUNE 2020 MONTHLY DUES	\$ 2,025.00
26962	07/07/2020	UB - WATER	PAYROLL TRUST	M P O A	JUNE 2020 MONTHLY DUES	\$ 7,685.44
26963	07/07/2020	UB - WATER	PAYROLL TRUST	M.C.E.A.	JUNE 2020 MONTHLY DUES	\$ 370.00
26964	07/07/2020	UB - WATER	PAYROLL TRUST	MADERA CO SHERIFF-CIVIL DIVISION	SHERIFF GARNISHMENT ORDER	\$ 565.76
26965	07/07/2020	COMM PROMO	COMM PROMO	MADERA COUNTY E D C	REIMB FOR 2ND QTR SALARIES/EXPENSES	\$ 934.90
26965	07/07/2020	COMM PROMO	COMM PROMO	MADERA COUNTY E D C	REIMB FOR 3TH QTR SALARIES/EXPENSES	\$ 1,847.61
26966	07/07/2020	PD ADMIN	PD ADMIN	MADERA COUNTY TREASURER	COUNTY'S PORTION FOR PARKING PENALTIES MAY	\$ 527.00
26967	07/07/2020	BUILDING	PLANNING	MADERA TRIBUNE	NOTICE OF PUBLIC HEARING	\$ 208.00
26967	07/07/2020	CITY ADMIN	CITY MANAGER	MADERA TRIBUNE	ANNUAL SUBSCRIPTION	\$ 49.00
26967	07/07/2020	GRANTS	CDBG ADMIN	MADERA TRIBUNE	FUNDING AVAILABILITY AD	\$ 90.00
26967	07/07/2020	PLANNING	PLANNING	MADERA TRIBUNE	PUBLIC HEARING	\$ 208.00
26967	07/07/2020	PURCHASING	PURCHASING	MADERA TRIBUNE	PUBLIC NOTICE	\$ 108.00
26968	07/07/2020	FACILITIES	FAC MAINT	MCCAIN, INC.	TRAFFIC INTERFACE SOFTWARE	\$ 6,000.00
26969	07/07/2020	UB - WATER	PAYROLL TRUST	MID-MGMT EMPLOYEE GROUP	JUNE 2020 MONTHLY DUES	\$ 620.00
26970	07/07/2020	CITY ATTORNEY	CITY ATTORNEY	MONTOY LAW CORPORATION	LEGAL SERVICES MAY 2020	\$ 13,442.00

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26971	07/07/2020	TRANS - FIXED	TRANS - FIXED	MV TRANSPORTATION, INC.	APRIL 2020 TRANSIT OPERATOR SERVICES	\$ 58,340.39
26971	07/07/2020	TRANS - FIXED	TRANS - DAR	MV TRANSPORTATION, INC.	APRIL 2020 TRANSIT OPERATOR SERVICES	\$ 27,586.87
26972	07/07/2020	FINANCE	PAYROLL TRUST	N.P.C.-ORCHARD TRUST COMPANY	DEFERRED COMP CONTRIBUTIONS	\$ 1,361.26
26973	07/07/2020	FINANCE	PAYROLL TRUST	N.P.C.-ORCHARD TRUST COMPANY	DEFERRED COMP CONTRIBUTIONS	\$ 8,079.90
26974	07/07/2020	PW ADMIN	AIRPORT OPS	ROLLINS, INC	PEST CONTROL SVS JUNE 2020	\$ 20.00
26974	07/07/2020	PW ADMIN	CENTRAL ADMIN	ROLLINS, INC	PEST CONTROL SVS JUNE 2020	\$ 30.00
26974	07/07/2020	PW ADMIN	COMM & REC	ROLLINS, INC	PEST CONTROL SVS JUNE 2020	\$ 205.00
26974	07/07/2020	PW ADMIN	ENGINEERING	ROLLINS, INC	PEST CONTROL SVS JUNE 2020	\$ 50.00
26974	07/07/2020	PW ADMIN	FIRE	ROLLINS, INC	PEST CONTROL SVS JUNE 2020	\$ 20.00
26974	07/07/2020	PW ADMIN	INTERMODAL	ROLLINS, INC	PEST CONTROL SVS JUNE 2020	\$ 20.00
26974	07/07/2020	PW ADMIN	PD ADMIN	ROLLINS, INC	PEST CONTROL SVS JUNE 2020	\$ 30.00
26974	07/07/2020	PW ADMIN	SEWER OPS	ROLLINS, INC	PEST CONTROL SVS JUNE 2020	\$ 10.00
26974	07/07/2020	PW ADMIN	WATER OPS	ROLLINS, INC	PEST CONTROL SVS JUNE 2020	\$ 10.00
26974	07/07/2020	PW ADMIN	SOLID WASTE	ROLLINS, INC	PEST CONTROL SVS JUNE 2020	\$ 10.00
26975	07/07/2020	WATER OPS	WATER CONS	OTP- REBATES	TURF REPLACEMENT REBATE	\$ 2,944.50
26976	07/07/2020	WATER OPS	WATER CONS	OTP- REBATES	TURF REPLACEMENT REBATE	\$ 2,000.00
26977	07/07/2020	WATER OPS	WATER CONS	OTP- REBATES	TURF REPLACEMENT REBATE	\$ 1,122.00
26978	07/07/2020	WATER OPS	WATER CONS	OTP- REBATES	TURF REPLACEMENT REBATE	\$ 885.00
26979	07/07/2020	WATER OPS	WATER CONS	OTP- REBATES	TURF REPLACEMENT REBATE	\$ 2,000.00
26980	07/07/2020	WATER OPS	WATER CONS	OTP- REBATES	TURF REPLACEMENT REBATE	\$ 2,000.00
26981	07/07/2020	WATER OPS	WATER CONS	OTP- REBATES	TURF REPLACEMENT REBATE	\$ 2,000.00
26982	07/07/2020	WATER OPS	WATER CONS	OTP- REBATES	TURF REPLACEMENT REBATE	\$ 1,250.00
26983	07/07/2020	WATER OPS	WATER CONS	OTP- REBATES	TURF REPLACEMENT REBATE	\$ 1,440.00
26984	07/07/2020	PD ADMIN	PD ADMIN	OVERPAYMENTS	DISMISSED PARKING CITATION	\$ 544.00
26985	07/07/2020	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	06/20 SERVICE 3819620697-3	\$ 202.52
26985	07/07/2020	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	06/20 SERVICE 8126770647-1	\$ 424.29
26985	07/07/2020	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	06/20 SERVICES 3533032414	\$ 1,786.23
26985	07/07/2020	FINANCE	CENTRAL ADMIN	PACIFIC GAS & ELECTRIC	06/20 SERVICES 3533032414	\$ 8,029.81
26985	07/07/2020	FINANCE	COMM & REC	PACIFIC GAS & ELECTRIC	06/20 SERVICES 8307681856-2	\$ 218.03
26985	07/07/2020	FINANCE	COMM & REC	PACIFIC GAS & ELECTRIC	06/20 SERVICES 3533032414	\$ 3,310.36
26985	07/07/2020	FINANCE	DRAINAGE	PACIFIC GAS & ELECTRIC	06/20 SERVICES 3533032414	\$ 3,475.77
26985	07/07/2020	FINANCE	ENGINEERING	PACIFIC GAS & ELECTRIC	05/20 SERVICE 2000655655-7	\$ 1,680.65
26985	07/07/2020	FINANCE	FAC MAINT	PACIFIC GAS & ELECTRIC	06/20 SERVICE 3499945233-6	\$ 59.63
26985	07/07/2020	FINANCE	FAC MAINT	PACIFIC GAS & ELECTRIC	06/20 SERVICE 3642526071-2	\$ 40.65
26985	07/07/2020	FINANCE	FAC MAINT	PACIFIC GAS & ELECTRIC	06/20 SERVICE 7949615676-5	\$ 15.00
26985	07/07/2020	FINANCE	FAC MAINT	PACIFIC GAS & ELECTRIC	06/20 SERVICE 8178280304-3	\$ 60.71
26985	07/07/2020	FINANCE	FAC MAINT	PACIFIC GAS & ELECTRIC	06/20 SERVICES 3533032414	\$ 26,921.68

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26985	07/07/2020	FINANCE	FIRE	PACIFIC GAS & ELECTRIC	06/20 SERVICES 3533032414	\$ 2,803.33
26985	07/07/2020	FINANCE	INTERMODAL	PACIFIC GAS & ELECTRIC	06/20 SERVICES 3533032414	\$ 1,152.00
26985	07/07/2020	FINANCE	PARKING DIST	PACIFIC GAS & ELECTRIC	06/20 SERVICES 3533032414	\$ 220.04
26985	07/07/2020	FINANCE	PARKS	PACIFIC GAS & ELECTRIC	06/20 SERVICES 3533032414	\$ 2,154.44
26985	07/07/2020	FINANCE	SEWER OPS	PACIFIC GAS & ELECTRIC	06/20 SERVICES 3533032414	\$ 3,003.32
26985	07/07/2020	FINANCE	SOLID WASTE	PACIFIC GAS & ELECTRIC	06/20 SERVICES 3533032414	\$ 1,069.24
26985	07/07/2020	FINANCE	SR CITIZEN	PACIFIC GAS & ELECTRIC	06/20 SERVICES 3533032414	\$ 46.52
26985	07/07/2020	FINANCE	WATER OPS	PACIFIC GAS & ELECTRIC	06/20 SERVICE 9172110863-6	\$ 16,662.48
26985	07/07/2020	FINANCE	WATER OPS	PACIFIC GAS & ELECTRIC	06/20 SERVICE 9651992016-7	\$ 100.70
26985	07/07/2020	FINANCE	WATER OPS	PACIFIC GAS & ELECTRIC	06/20 SERVICES 3533032414	\$ 168,690.24
26985	07/07/2020	FINANCE	WWTP	PACIFIC GAS & ELECTRIC	06/20 SERVICES 3533032414	\$ 90.42
26985	07/07/2020	FINANCE	ZONE 34B	PACIFIC GAS & ELECTRIC	05/20 SERVICE 0443905948-8	\$ 9.86
26985	07/07/2020	FINANCE	ZONE 34B	PACIFIC GAS & ELECTRIC	06/20 SERVICES 3533032414	\$ 10.48
26985	07/07/2020	FINANCE	ZONE 24	PACIFIC GAS & ELECTRIC	06/20 SERVICES 3533032414	\$ 11.36
26985	07/07/2020	FINANCE	ZONE 31A	PACIFIC GAS & ELECTRIC	06/20 SERVICES 3533032414	\$ 31.94
26985	07/07/2020	FINANCE	ZONE 20B	PACIFIC GAS & ELECTRIC	06/20 SERVICES 3533032414	\$ 10.51
26985	07/07/2020	FINANCE	ZONE 27B	PACIFIC GAS & ELECTRIC	06/20 SERVICES 3533032414	\$ 11.39
26985	07/07/2020	FINANCE	ZONE 2	PACIFIC GAS & ELECTRIC	06/20 SERVICES 3533032414	\$ 55.68
26985	07/07/2020	FINANCE	ZONE 3	PACIFIC GAS & ELECTRIC	06/20 SERVICES 3533032414	\$ 43.82
26985	07/07/2020	FINANCE	ZONE 31B	PACIFIC GAS & ELECTRIC	06/20 SERVICES 3533032414	\$ 31.94
26985	07/07/2020	FINANCE	ZONE 4	PACIFIC GAS & ELECTRIC	06/20 SERVICES 3533032414	\$ 11.60
26985	07/07/2020	FINANCE	ZONE 6A	PACIFIC GAS & ELECTRIC	06/20 SERVICES 3533032414	\$ 66.60
26985	07/07/2020	FINANCE	ZONE 29C	PACIFIC GAS & ELECTRIC	06/20 SERVICES 3533032414	\$ 11.56
26985	07/07/2020	FINANCE	ZONE 8	PACIFIC GAS & ELECTRIC	06/20 SERVICES 3533032414	\$ 68.32
26985	07/07/2020	FINANCE	ZONE 16	PACIFIC GAS & ELECTRIC	06/20 SERVICES 3533032414	\$ 23.60
26985	07/07/2020	FINANCE	ZONE 13	PACIFIC GAS & ELECTRIC	06/20 SERVICES 3533032414	\$ 119.44
27010	07/07/2020	FINANCE	WATER CONS	CITY OF MADERA	DISHWASHER REBATE	\$ 200.00
27010	07/07/2020	WATER OPS	WATER CONS	CITY OF MADERA	TOILET REBATE	\$ 100.00
27010	07/07/2020	WATER OPS	WATER CONS	CITY OF MADERA	DISHWASHER REBATE	\$ 400.00
27011	07/07/2020	GRANTS	CDBG ADMIN	CRESCENDO CONSULTNG GROUP, LLC	CONSULTING SERVICES	\$ 10,000.00
27012	07/07/2020	SEWER OPS	SEWER OPS	LEE'S CONCRETE	CONCRETE POUR	\$ 605.99
27013	07/07/2020	PD ADMIN	SUPP LAW ENF	ROSEL, JOHN	REIMBURSEMENT FOR PATROL VEST	\$ 200.00
27014	07/07/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 211.59
27015	07/07/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING DEPOSIT REFUND	\$ 1.66
27016	07/07/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 132.98
27017	07/07/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 91.10
27018	07/07/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING DEPOSIT REFUND	\$ 37.59

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27019	07/07/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 29.86
27020	07/07/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 298.58
27021	07/07/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 171.78
27022	07/07/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING DEPOSIT REFUND	\$ 15.78
27023	07/07/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING DEPOSIT REFUND	\$ 25.71
27024	07/07/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 159.77
27025	07/07/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 111.05
27026	07/07/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING DEPOSIT REFUND	\$ 114.70
27027	07/07/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 39.86
27028	07/07/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 39.24
27029	07/07/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING DEPOSIT REFUND	\$ 0.77
27030	07/07/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 298.11
27031	07/07/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 10.21
27032	07/07/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING DEPOSIT REFUND	\$ 65.65
27033	07/07/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING DEPOSIT REFUND	\$ 93.29
27034	07/07/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING DEPOSIT REFUND	\$ 226.99
27035	07/07/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING DEPOSIT REFUND	\$ 24.73
27036	07/07/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING DEPOSIT REFUND	\$ 9.50
27037	07/07/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING DEPOSIT REFUND	\$ 12.18
27038	07/07/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 174.08
27039	07/07/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 69.50
27040	07/07/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 21.55
27041	07/07/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 178.38
27042	07/07/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 145.44
27043	07/07/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING DEPOSIT REFUND	\$ 96.41
27044	07/07/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING DEPOSIT REFUND	\$ 2.45
27045	07/07/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 299.53
27046	07/07/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING DEPOSIT REFUND	\$ 71.47
27047	07/07/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 53.30
27048	07/07/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING DEPOSIT REFUND	\$ 35.49
27049	07/07/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 168.74
27050	07/07/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 122.70
27051	07/07/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 186.24
27052	07/07/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 46.54
27053	07/07/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 142.09
27054	07/07/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING DEPOSIT REFUND	\$ 35.88
27055	07/07/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 132.61

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27056	07/07/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 178.86
27057	07/07/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING DEPOSIT REFUND	\$ 93.05
27058	07/07/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING DEPOSIT REFUND	\$ 44.22
27059	07/07/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING DEPOSIT REFUND	\$ 141.93
27060	07/07/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING DEPOSIT REFUND	\$ 63.82
27061	07/07/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING DEPOSIT REFUND	\$ 23.44
27062	07/07/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING DEPOSIT REFUND	\$ 35.87
27063	07/07/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING DEPOSIT REFUND	\$ 7.46
27064	07/07/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 61.08
27065	07/07/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 17.64
27066	07/07/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING DEPOSIT REFUND	\$ 0.97
27067	07/07/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 30.82
27068	07/07/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING DEPOSIT REFUND	\$ 10.15
27069	07/07/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 55.35
27070	07/07/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 329.00
27071	07/07/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 217.42
27072	07/07/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING DEPOSIT REFUND	\$ 5.92
27073	07/07/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING DEPOSIT REFUND	\$ 211.27
27074	07/07/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING DEPOSIT REFUND	\$ 69.56
27075	07/07/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING DEPOSIT REFUND	\$ 77.71
27076	07/07/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING DEPOSIT REFUND	\$ 141.57
27077	07/07/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 170.37
27078	07/07/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING DEPOSIT REFUND	\$ 34.68
27079	07/07/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 122.46
27080	07/07/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 66.74
27081	07/07/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING DEPOSIT REFUND	\$ 22.26
27082	07/07/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING DEPOSIT REFUND	\$ 0.97
27083	07/07/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 29.36
27084	07/07/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 134.98
27085	07/07/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 62.37
27086	07/07/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 126.96
27087	07/07/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING DEPOSIT REFUND	\$ 186.05
27088	07/07/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING DEPOSIT REFUND	\$ 52.34
27089	07/07/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 106.58
27090	07/07/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 36.12
27091	07/07/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING DEPOSIT REFUND	\$ 48.57
27092	07/07/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 542.57

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27093	07/07/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 50.86
27094	07/07/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 583.05
27095	07/07/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 260.46
27096	07/08/2020	PD ADMIN	PD ADMIN	PACIFIC STORAGE COMPANY	SERVICE EXECUTIVE CONSOLE	\$ 280.00
27097	07/08/2020	PARKS	GENERAL TRUST	OTP- PARKS REFUNDS	FACILITY CANCELLATION- DUE TO COVID	\$ 50.00
27097	07/08/2020	PARKS	PARKS	OTP- PARKS REFUNDS	FACILITY CANCELLATION- DUE TO COVID	\$ 115.00
27097	07/08/2020	PARKS	PARKS ADMIN	OTP- PARKS REFUNDS	FACILITY CANCELLATION- DUE TO COVID	\$ 25.00
27099	07/08/2020	PARKS	AQUATICS	OTP- PARKS REFUNDS	FACILITY CANCELLATION- DUE TO COVID	\$ 240.00
27099	07/08/2020	PARKS	GENERAL TRUST	OTP- PARKS REFUNDS	FACILITY CANCELLATION- DUE TO COVID	\$ 100.00
27099	07/08/2020	PARKS	PARKS ADMIN	OTP- PARKS REFUNDS	FACILITY CANCELLATION- DUE TO COVID	\$ 25.00
27100	07/08/2020	PARKS	AQUATICS	OTP- PARKS REFUNDS	FACILITY CANCELLATION- DUE TO COVID	\$ 240.00
27100	07/08/2020	PARKS	GENERAL TRUST	OTP- PARKS REFUNDS	FACILITY CANCELLATION- DUE TO COVID	\$ 100.00
27100	07/08/2020	PARKS	PARKS ADMIN	OTP- PARKS REFUNDS	FACILITY CANCELLATION- DUE TO COVID	\$ 25.00
27101	07/08/2020	PARKS	GENERAL TRUST	OTP- PARKS REFUNDS	FACILITY CANCELLATION- DUE TO COVID	\$ 50.00
27101	07/08/2020	PARKS	PARKS	OTP- PARKS REFUNDS	FACILITY CANCELLATION- DUE TO COVID	\$ 55.00
27101	07/08/2020	PARKS	PARKS ADMIN	OTP- PARKS REFUNDS	FACILITY CANCELLATION- DUE TO COVID	\$ 10.00
27102	07/08/2020	PARKS	GENERAL TRUST	OTP- PARKS REFUNDS	FACILITY CANCELLATION- DUE TO COVID	\$ 50.00
27102	07/08/2020	PARKS	PARKS	OTP- PARKS REFUNDS	FACILITY CANCELLATION- DUE TO COVID	\$ 50.00
27102	07/08/2020	PARKS	PARKS ADMIN	OTP- PARKS REFUNDS	FACILITY CANCELLATION- DUE TO COVID	\$ 25.00
27103	07/08/2020	PARKS	GENERAL TRUST	OTP- PARKS REFUNDS	FACILITY CANCELLATION- DUE TO COVID	\$ 50.00
27103	07/08/2020	PARKS	PARKS	OTP- PARKS REFUNDS	FACILITY CANCELLATION- DUE TO COVID	\$ 115.00
27103	07/08/2020	PARKS	PARKS ADMIN	OTP- PARKS REFUNDS	FACILITY CANCELLATION- DUE TO COVID	\$ 25.00
27104	07/08/2020	FINANCE	FINANCE	PHOENIX GROUP INFO SYS	MAY CITATIONS	\$ 293.80
27105	07/08/2020	STREETS	STREETS	MORRIS J PIERCE	ASPHALT PATCHING	\$ 7,300.00
27106	07/08/2020	UB - WATER	SOLID WASTE	PITNEY BOWES, INC.	POSTAGE MACHINE LEASE	\$ 50.87
27106	07/08/2020	UB - WATER	WATER OPS	PITNEY BOWES, INC.	POSTAGE MACHINE LEASE	\$ 203.48
27106	07/08/2020	UB - WATER	WATER QC	PITNEY BOWES, INC.	POSTAGE MACHINE LEASE	\$ 50.87
27106	07/08/2020	UB - WATER	WWTP	PITNEY BOWES, INC.	POSTAGE MACHINE LEASE	\$ 101.73
27107	07/08/2020	UB - WATER	AIRPORT OPS	PRAXAIR DISTRIBUTION, INC.	CYLINDER DEMURRAGE RENTAL	\$ 47.72
27107	07/08/2020	UB - WATER	DRAINAGE	PRAXAIR DISTRIBUTION, INC.	CYLINDER DEMURRAGE RENTAL	\$ 143.17
27107	07/08/2020	UB - WATER	FLEET MAINT	PRAXAIR DISTRIBUTION, INC.	CYLINDER DEMURRAGE RENTAL	\$ 71.59
27107	07/08/2020	UB - WATER	SEWER OPS	PRAXAIR DISTRIBUTION, INC.	CYLINDER DEMURRAGE RENTAL	\$ 71.59
27107	07/08/2020	UB - WATER	WATER OPS	PRAXAIR DISTRIBUTION, INC.	CYLINDER DEMURRAGE RENTAL	\$ 143.17
27107	07/08/2020	UB - WATER	WWTP	PRAXAIR DISTRIBUTION, INC.	CYLINDER DEMURRAGE RENTAL	\$ 71.59
27108	07/08/2020	PD ADMIN	PD ADMIN	PREFERRED ALLIANCE, INC	NON-RANDOM TEST FOR RECRUITMENT	\$ 42.00
27109	07/08/2020	ENGINEERING	MEAS K - FIRE	COULTER VENTURES LLC	EXERCISE EQUIP FOR FIRE STATION 58	\$ 11,420.34
27110	07/08/2020	ENGINEERING	ENGINEERING	STATE OF CALIFORNIA	DOJ FINGERPRINTING	\$ 32.00

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27110	07/08/2020	ENGINEERING	PLANNING	STATE OF CALIFORNIA	DOJ FINGERPRINTING	\$ 32.00
27111	07/08/2020	PD ADMIN	PD ADMIN	STATE OF CALIFORNIA	FINGERPRINTING MAY 2020	\$ 125.00
27112	07/08/2020	UB - WATER	PAYROLL TRUST	STATE OF CALIFORNIA	FRANCHISE TAX DEDUCTIONS	\$ 150.00
27113	07/08/2020	PD ADMIN	PD ADMIN	STATE OF CALIFORNIA	BLOOD ALCOHOL ANALYSIS MAY 2020	\$ 1,820.00
27114	07/08/2020	PARKS	PARKS	TECH. MASTER PEST MANAGEMENT	GOPHER CONTROL	\$ 150.00
27114	07/08/2020	PARKS	PARKS	TECH. MASTER PEST MANAGEMENT	SQUIRREL CONTROL	\$ 200.00
27115	07/08/2020	FIRE	FIRE	TESEI PETROLEUM INC.	FUEL - FIRE DEPT	\$ 485.04
27115	07/08/2020	FIRE	FIRE	TESEI PETROLEUM INC.	FUEL - FIRE DEPT	\$ 568.52
27115	07/08/2020	PURCHASING	AIRPORT OPS	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 6/11/2020 - 06/20/2020	\$ 74.08
27115	07/08/2020	PURCHASING	ANIMAL CONTROL	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 6/11/2020 - 06/20/2020	\$ 100.23
27115	07/08/2020	PURCHASING	CODE ENF	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 6/11/2020 - 06/20/2020	\$ 63.80
27115	07/08/2020	PURCHASING	DRAINAGE	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 6/11/2020 - 06/20/2020	\$ 58.95
27115	07/08/2020	PURCHASING	FAC MAINT	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 6/11/2020 - 06/20/2020	\$ 176.63
27115	07/08/2020	PURCHASING	MOTOR POOL	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 6/11/2020 - 06/20/2020	\$ 86.55
27115	07/08/2020	PURCHASING	GRAFFITI	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 6/11/2020 - 06/20/2020	\$ 156.67
27115	07/08/2020	PURCHASING	PARKS	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 6/11/2020 - 06/20/2020	\$ 985.96
27115	07/08/2020	PURCHASING	PD ADMIN	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 6/11/2020 - 06/20/2020	\$ 2,232.46
27115	07/08/2020	PURCHASING	STREETS	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 6/11/2020 - 06/20/2020	\$ 226.74
27115	07/08/2020	PURCHASING	SEWER OPS	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 6/11/2020 - 06/20/2020	\$ 261.22
27115	07/08/2020	PURCHASING	STREET CLEAN	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 6/11/2020 - 06/20/2020	\$ 431.81
27115	07/08/2020	PURCHASING	TRANS - FIXED	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 6/11/2020 - 06/20/2020	\$ 1,171.38
27115	07/08/2020	PURCHASING	TRANS - DAR	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 6/11/2020 - 06/20/2020	\$ 1,065.78
27115	07/08/2020	PURCHASING	UB - GARBAGE	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 6/11/2020 - 06/20/2020	\$ 13.83
27115	07/08/2020	PURCHASING	UB - SEWER	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 6/11/2020 - 06/20/2020	\$ 13.83
27115	07/08/2020	PURCHASING	UB - WATER	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 6/11/2020 - 06/20/2020	\$ 27.67
27115	07/08/2020	PURCHASING	WATER OPS	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 6/11/2020 - 06/20/2020	\$ 373.40
27115	07/08/2020	PURCHASING	WATER QC	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 6/11/2020 - 06/20/2020	\$ 160.21
27115	07/08/2020	PURCHASING	WWTP	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 6/11/2020 - 06/20/2020	\$ 76.09
27116	07/08/2020	PD ADMIN	PD ADMIN	TRILOGY MEDWASTE WEST LLC	REUSABLE TUB	\$ 139.00
27117	07/08/2020	UB - WATER	PAYROLL TRUST	VANTAGEPOINT TRANSFER AGENTS-457	DEFERRED COMP CONTRIBUTIONS	\$ 25,279.85
27118	07/08/2020	PARKS	PARKS	VILLA GARDENING SERVICE INC	JUNE LAWN SERVICE - ACCORNERO PARK	\$ 310.00
27119	07/08/2020	PD ADMIN	SUPP LAW ENF	WATCHGUARD VIDEO	VISTA HD DUTY BELT CLIP	\$ 229.49
27120	07/14/2020	HR/RISK MGT	CITY MANAGER	BLUE SHIELD OF CALIFORNIA	CITY PAID RETIREE RX BILL JULY 2020	\$ 118.40
27121	07/14/2020	WWTP	WWTP	BSK ASSOCIATES	PERMIT COMPLIANCE LAB	\$ 225.50
27122	07/14/2020	FINANCE	INTERMODAL	CITY OF MADERA	07/20 UTILITY SERVICE 003040421-6	\$ 81.11
27122	07/14/2020	GRANTS	INTERMODAL	CITY OF MADERA	07/20 UTILITY SERVICE 003040441-0	\$ 47.82
27122	07/14/2020	GRANTS	INTERMODAL	CITY OF MADERA	07/20 UTILITY SERVICE 003040431-8	\$ 81.91

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27122	07/14/2020	WATER OPS	WATER CONS	CITY OF MADERA	MULTIPLE REBATES	\$ 570.00
27122	07/14/2020	WATER OPS	WATER CONS	CITY OF MADERA	SMART IRRIG CONTROLLER REBATE	\$ 169.99
27122	07/14/2020	WATER OPS	WATER CONS	CITY OF MADERA	TOILET REBATE	\$ 100.00
27123	07/14/2020	WATER OPS	WATER QC	DELLAVALLE LABORATORY, INC.	WATER SAMPLES	\$ 532.00
27124	07/14/2020	PW ADMIN	WATER QC	DIAMOND COMMUNICATIONS	ALARM MONITORING AUG-OCT	\$ 255.00
27124	07/14/2020	COMM & REC	COMM & REC	DIAMOND COMMUNICATIONS	PAC FIRE ALARM MONITORING	\$ 36.00
27125	07/14/2020	PD ADMIN	PD ADMIN	HUERTA, ELISABETH	TUITION REIMBURSEMENT	\$ 2,400.00
27126	07/14/2020	HR/RISK MGT	PAYROLL TRUST	LINCOLN FINANCIAL	LIFE AND LTD INSURANCE JULY 2020	\$ 7,936.18
27127	07/14/2020	COMM PROMO	COMM PROMO	MADERA COUNTY	LAFCO CONTRIBUTION	\$ 31,065.03
27128	07/14/2020	PD ADMIN	PD ADMIN	SPEAKWRITE LLC	TRANSLATION SERVICES	\$ 232.72
27129	07/14/2020	WATER OPS	WATER OPS	SWRCB	GRADE 3 OPERATOR CERTIFICATE	\$ 90.00
27130	07/14/2020	COMM & REC	COMM & REC	THYSSENKRUPP ELEVATOR CORP	ELEVATOR MAINTENANCE	\$ 276.22
27131	07/14/2020	FINANCE	ENGINEERING	WILLDAN FINANCIAL SERVICES	CFD 2005-1 & 2006-1 ADMIN FEE	\$ 2,404.16
27132	07/15/2020	ANIMAL CONTROL	SUPP LAW ENF	VE24/7 PETVETS	VETERINARY SERVICES	\$ 203.00
27133	07/15/2020	FINANCE	FINANCE	ACRO SERVICE CORPORATION	FINANCIAL SERVICES DIRECTOR	\$ 2,716.79
27133	07/15/2020	FINANCE	UB - GARBAGE	ACRO SERVICE CORPORATION	FINANCIAL SERVICES DIRECTOR	\$ 485.15
27133	07/15/2020	FINANCE	UB - SEWER	ACRO SERVICE CORPORATION	FINANCIAL SERVICES DIRECTOR	\$ 485.15
27133	07/15/2020	FINANCE	UB - WATER	ACRO SERVICE CORPORATION	FINANCIAL SERVICES DIRECTOR	\$ 968.91
27134	07/15/2020	ENGINEERING	ENGINEERING	AMERICAN BUSINESS MACHINES	PLOTTER COPIER SERVICE JULY 2020	\$ 93.00
27135	07/15/2020	WATER QC	WATER CONS	THIRKETTLE CORPORATION	TRIMBLE HANDHELD PROGRAMMER	\$ 3,194.02
27136	07/15/2020	FINANCE	AQUATICS	AT&T	06/20 CALNET 3 SERVICE 9391026397	\$ 19.23
27136	07/15/2020	FINANCE	CITY ATTORNEY	AT&T	06/20 CALNET 3 SERVICE 9391026388	\$ 41.19
27136	07/15/2020	FINANCE	CITY CLERK	AT&T	06/20 CALNET 3 SERVICE 9391031559	\$ 164.68
27136	07/15/2020	FINANCE	CITY CLERK	AT&T	06/20 CALNET 3 SERVICE 9391026390	\$ 564.41
27136	07/15/2020	FINANCE	CITY CLERK	AT&T	06/20 CALNET 3 SERVICE 9391031577	\$ 228.34
27136	07/15/2020	FINANCE	CODE ENF	AT&T	06/20 CALNET 3 SERVICE 9391026413	\$ 41.31
27136	07/15/2020	FINANCE	COMM & REC	AT&T	06/20 CALNET 3 SERVICE 9391026391	\$ 197.61
27136	07/15/2020	FINANCE	FIRE	AT&T	06/20 CALNET 3 SERVICE 9391026402	\$ 20.88
27136	07/15/2020	FINANCE	SR CITIZEN	AT&T	06/20 CALNET 3 SERVICE 9391026389	\$ 20.88
27136	07/15/2020	FINANCE	UB - WATER	AT&T	06/20 CALNET 3 SERVICE 9391026392	\$ 21.16
27136	07/15/2020	FINANCE	UB - WATER	AT&T	06/20 CALNET 3 SERVICE 9391026393	\$ 40.12
27136	07/15/2020	FINANCE	WATER QC	AT&T	06/20 CALNET 3 SERVICE 9391026407	\$ 20.88
27136	07/15/2020	FINANCE	MEAS K - PD	AT&T	06/20 CALNET 3 SERVICE 9391031561	\$ 164.68
27136	07/15/2020	FINANCE	MEAS K - PD	AT&T	06/20 CALNET 3 SERVICE 9391031579	\$ 226.44
27136	07/15/2020	FINANCE	MEAS K - PD	AT&T	06/20 CALNET 3 SERVICE 9391026411	\$ 167.62
27136	07/15/2020	FINANCE	PURCHASING	AT&T	06/20 CALNET 3 SERVICE 9391031564	\$ 164.68
27136	07/15/2020	FINANCE	PURCHASING	AT&T	06/20 CALNET 3 SERVICE 9391026394	\$ 292.19

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27136	07/15/2020	UB - WATER	PD ADMIN	AT&T	06/20 CALNET 3 SERVICE 9391064552	\$ 299.15
27137	07/15/2020	PLANNING	GENERAL FUND	BLDING/PLAN REFNDS	REFUND DOUBLE PAYMENT	\$ 34.47
27138	07/15/2020	STREETS	STREETS	CALIFORNIA FRESNO OIL COMPANY	SHOULDER DUST CONTROL	\$ 7,877.04
27139	07/15/2020	PD ADMIN	SUPP LAW ENF	CV FORENSIC NURSING SPECIALISTS	VICTIM/SUSPECT EXAMS	\$ 1,500.00
27140	07/15/2020	CITY ATTORNEY	CITY ATTORNEY	COLANTUONO, HIGHSMITH & WHATLEY	SPECIALIZED LEGAL SERVICES	\$ 246.25
27141	07/15/2020	WATER QC	WATER QC	CONCENTRA MEDICAL CENTERS	PRE EMPLOYMENT PHYSICAL	\$ 223.50
27142	07/15/2020	FINANCE	UB - GARBAGE	CORELOGIC INFORMATION SOLUTIONS	METRO SCAN JUNE 2020	\$ 37.50
27142	07/15/2020	FINANCE	UB - SEWER	CORELOGIC INFORMATION SOLUTIONS	METRO SCAN JUNE 2020	\$ 37.50
27142	07/15/2020	FINANCE	UB - WATER	CORELOGIC INFORMATION SOLUTIONS	METRO SCAN JUNE 2020	\$ 75.00
27143	07/15/2020	GRANTS	CDBG ADMIN	CRESCENDO CONSULTNG GROUP, LLC	CONSULTING SERVICES	\$ 10,000.00
27144	07/15/2020	FINANCE	UB - GARBAGE	DATAPROSE, LLC	JUNE 2020 BILLING	\$ 2,069.22
27144	07/15/2020	FINANCE	UB - GARBAGE	DATAPROSE, LLC	JUNE 2020 NEWSLETTER	\$ 295.28
27144	07/15/2020	FINANCE	UB - SEWER	DATAPROSE, LLC	JUNE 2020 BILLING	\$ 2,069.23
27144	07/15/2020	FINANCE	UB - SEWER	DATAPROSE, LLC	JUNE 2020 NEWSLETTER	\$ 296.29
27144	07/15/2020	FINANCE	UB - WATER	DATAPROSE, LLC	JUNE 2020 BILLING	\$ 4,138.47
27144	07/15/2020	FINANCE	UB - WATER	DATAPROSE, LLC	JUNE 2020 NEWSLETTER	\$ 591.60
27145	07/15/2020	FIRE	FIRE	DOMINICI CARPET CLEANING SERVICE	CARPET STEAM CLEANING	\$ 255.00
27146	07/15/2020	PARKS	PARKING DIST	ELITE MAINTENANCE AND TREE SERVICE	MONTHLY LANDSCAPE MAINTENANCE	\$ 455.00
27146	07/15/2020	PARKS	PARKS	ELITE MAINTENANCE AND TREE SERVICE	MONTHLY LANDSCAPE MAINTENANCE	\$ 640.00
27146	07/15/2020	PARKS	PARKS	ELITE MAINTENANCE AND TREE SERVICE	MONTHLY LANDSCAPE MAINTENANCE	\$ 5,070.00
27146	07/15/2020	PARKS	MEDIAN LAND	ELITE MAINTENANCE AND TREE SERVICE	MONTHLY LANDSCAPE MAINTENANCE	\$ 11,215.00
27146	07/15/2020	ENGINEERING	GEN CAPITAL	ENGIE SERVICES U.S. INC.	ENGIE SERVICES CONTRACT PROJECT	\$ 1,434,286.62
27147	07/15/2020	ENGINEERING	LTF - PARKS	FEDERAL EXPRESS	EXPRESS SHIPPING	\$ 67.90
27148	07/15/2020	PD ADMIN	PD ADMIN	FRESNO BEE, THE	RECRUITMENT AD	\$ 1,021.00
27149	07/15/2020	GRANTS	HOME PROG	JSA INSPECTIONS	LEAD PAINT INSPECTION	\$ 550.00
27150	07/15/2020	PLANNING	GENERAL TRUST	LSA ASSOCIATES, INC	VILLAGE D- EIR MAY 2020	\$ 25,963.75
27151	07/15/2020	PARKS	PARKS	MADERA CO. TAX COLLECTOR	PROPERTY TAX	\$ 1,159.38
27152	07/15/2020	PLANNING	PLANNING	MADERA TRIBUNE	NOTICE OF PUBLIC HEARING	\$ 286.00
27153	07/15/2020	PURCHASING	PURCHASING	MADERA TRIBUNE	AD FOR RFPAD FOR RFP	\$ 108.00
27153	07/15/2020	CITY CLERK	CITY CLERK	OFFICE DEPOT	SUPPLIES	\$ 58.41
27154	07/15/2020	FINANCE	FAC MAINT	PACIFIC GAS & ELECTRIC	06/20 SERVICE 1598348280-1	\$ 42.91
27155	07/15/2020	FINANCE	FAC MAINT	PACIFIC GAS & ELECTRIC	06/20 SERVICE 5225647713-5	\$ 14.29
27155	07/15/2020	FINANCE	FIRE	PACIFIC GAS & ELECTRIC	06/20 SERVICE 2173157566-4	\$ 587.77
27155	07/15/2020	FINANCE	PD ADMIN	PACIFIC GAS & ELECTRIC	06/20 SERVICE 1715785853-5	\$ 1,395.24
27155	07/15/2020	FINANCE	ZONE 31A	PACIFIC GAS & ELECTRIC	02/20 SERVICE 9920095153-3	\$ 20.05
27155	07/15/2020	STREETS	STREETS	MORRIS J PIERCE	ASPHALT PATCHING	\$ 13,471.83
27156	07/15/2020	WWTP	WWTP	POLYDYNE INC.	SLUDGE DEWATERING	\$ 6,373.76

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
27157	07/15/2020	ENGINEERING	MEAS K - FIRE	REJUVENATION, INC	LEATHER CHAIRS	\$ 3,268.61
27158	07/15/2020	PW ADMIN	AIRPORT OPS	SERVICEMASTER BY J&C BROWN	JUNE JANITORIAL SERVICE	\$ 236.76
27159	07/15/2020	PW ADMIN	CENTRAL ADMIN	SERVICEMASTER BY J&C BROWN	JUNE JANITORIAL SERVICE	\$ 2,764.33
27159	07/15/2020	PW ADMIN	COMM & REC	SERVICEMASTER BY J&C BROWN	JUNE JANITORIAL SERVICE	\$ 5,274.29
27159	07/15/2020	PW ADMIN	ENGINEERING	SERVICEMASTER BY J&C BROWN	JUNE JANITORIAL SERVICE	\$ 2,027.96
27159	07/15/2020	PW ADMIN	FINANCE	SERVICEMASTER BY J&C BROWN	JUNE JANITORIAL SERVICE	\$ 186.24
27159	07/15/2020	PW ADMIN	INTERMODAL	SERVICEMASTER BY J&C BROWN	JUNE JANITORIAL SERVICE	\$ 619.92
27159	07/15/2020	PW ADMIN	PD ADMIN	SERVICEMASTER BY J&C BROWN	JUNE JANITORIAL SERVICE	\$ 3,611.91
27159	07/15/2020	PW ADMIN	SEWER OPS	SERVICEMASTER BY J&C BROWN	JUNE JANITORIAL SERVICE	\$ 576.82
27159	07/15/2020	PW ADMIN	UB - GARBAGE	SERVICEMASTER BY J&C BROWN	JUNE JANITORIAL SERVICE	\$ 186.27
27159	07/15/2020	PW ADMIN	UB - SEWER	SERVICEMASTER BY J&C BROWN	JUNE JANITORIAL SERVICE	\$ 186.27
27159	07/15/2020	PW ADMIN	UB - WATER	SERVICEMASTER BY J&C BROWN	JUNE JANITORIAL SERVICE	\$ 372.52
27159	07/15/2020	PW ADMIN	WATER QC	SERVICEMASTER BY J&C BROWN	JUNE JANITORIAL SERVICE	\$ 754.08
27159	07/15/2020	PW ADMIN	WWTP	SERVICEMASTER BY J&C BROWN	JUNE JANITORIAL SERVICE	\$ 690.20
27159	07/15/2020	IS	COMP ACQ	SOUTHERN COMPUTER WAREHOUSE	BACKUP SOFTWARE MAINTENANCE	\$ 162.57
27160	07/15/2020	FIRE	WATER QC	SOUTHERN COMPUTER WAREHOUSE	FIRE ACCESSPOINTS	\$ 1,263.18
27161	07/15/2020	WATER OPS	WATER QC	STATE OF CALIFORNIA	DOJ FINGERPRINTING	\$ 32.00
27162	07/15/2020	WWTP	WWTP	TERRAFORM POWER, LLC.	SOLAR SERVICE 06/01/2020-06/30/2020	\$ 27,569.40
27163	07/15/2020	FINANCE	AIRPORT OPS	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 06/21/20-06/30/20	\$ 49.65
27164	07/15/2020	FINANCE	ANIMAL CONTROL	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 06/21/20-06/30/20	\$ 102.11
27164	07/15/2020	FINANCE	CODE ENF	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 06/21/20-06/30/20	\$ 48.43
27164	07/15/2020	FINANCE	ENGINEERING	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 06/21/20-06/30/20	\$ 55.21
27164	07/15/2020	FINANCE	FAC MAINT	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 06/21/20-06/30/20	\$ 28.05
27164	07/15/2020	FINANCE	FLEET MAINT	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 06/21/20-06/30/20	\$ 65.58
27164	07/15/2020	FINANCE	GRAFFITI	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 06/21/20-06/30/20	\$ 213.47
27164	07/15/2020	FINANCE	PARKS	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 06/21/20-06/30/20	\$ 1,026.83
27164	07/15/2020	FINANCE	PD ADMIN	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 06/21/20-06/30/20	\$ 2,449.44
27164	07/15/2020	FINANCE	STREETS	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 06/21/20-06/30/20	\$ 238.92
27164	07/15/2020	FINANCE	SEWER OPS	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 06/21/20-06/30/20	\$ 416.96
27164	07/15/2020	FINANCE	STREET CLEAN	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 06/21/20-06/30/20	\$ 750.09
27164	07/15/2020	FINANCE	TRANS - FIXED	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 06/21/20-06/30/20	\$ 1,173.29
27164	07/15/2020	FINANCE	TRANS - DAR	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 06/21/20-06/30/20	\$ 1,067.52
27164	07/15/2020	FINANCE	UB - GARBAGE	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 06/21/20-06/30/20	\$ 8.98
27164	07/15/2020	FINANCE	UB - SEWER	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 06/21/20-06/30/20	\$ 8.99
27164	07/15/2020	FINANCE	UB - WATER	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 06/21/20-06/30/20	\$ 17.98
27164	07/15/2020	FINANCE	WATER QC	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 06/21/20-06/30/20	\$ 833.23
27164	07/15/2020	FIRE	FIRE	TESEI PETROLEUM INC.	FUEL FOR FIRE DEPT	\$ 561.91

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
27164	07/15/2020	ENGINEERING	LTF - STREETS	UNION PACIFIC RAILROAD CO.	PLAN REVIEW AND SIDEWALK IMPROVEMENT	\$ 1,256.80
27165	07/15/2020	PARKS	PARKS	UNITED RENTALS, INC	STUMP GRINDER RENTAL	\$ 545.58
27166	07/15/2020	PD ADMIN	PD ADMIN	WATCHGUARD VIDEO	CABLE HDMI CAMARA	\$ 77.94
27167	07/15/2020	RECREATION	AQUATICS	WECO WELDING, PAINT, SUPPLIES & EQU	CO2 FOR POOL	\$ 115.50
27168	07/15/2020	PD ADMIN	SUPP LAW ENF	ZEE MEDICAL SERVICE CO.	SUPPLIES	\$ 85.58
27169	07/15/2020	FINANCE	FINANCE	SUNCREST BANK	FIRE TRUCK LOAN PAYMENT	\$ 90,149.22
27170	07/15/2020	FINANCE	FIRE	SUNCREST BANK	FIRE TRUCK LOAN PAYMENT	\$ 75,566.25
27170	07/21/2020	FINANCE	PAYROLL TRUST	ADMINISTRATIVE SOLUTIONS	MEDICAL & CHILD CARE EXP	\$ 1,060.78
27171	07/21/2020	PD ADMIN	MEAS K - PD	AIRLINK AUTOMATION	THERMAL TRANSFER LABELS	\$ 152.41
27172	07/21/2020	BUILDING	WATER QC	AMERICAN BUSINESS MACHINES	TONER	\$ 194.46
27173	07/21/2020	FINANCE	AIRPORT OPS	ARAMARK UNIFORM SERVICES	03/20 UNIFORM SERVICES	\$ 16.84
27174	07/21/2020	FINANCE	CENTRAL ADMIN	ARAMARK UNIFORM SERVICES	03/20 UNIFORM SERVICES	\$ 94.56
27174	07/21/2020	FINANCE	ENGINEERING	ARAMARK UNIFORM SERVICES	03/20 UNIFORM SERVICES	\$ 22.08
27174	07/21/2020	FINANCE	FAC MAINT	ARAMARK UNIFORM SERVICES	03/20 UNIFORM SERVICES	\$ 768.97
27174	07/21/2020	FINANCE	FLEET MAINT	ARAMARK UNIFORM SERVICES	03/20 UNIFORM SERVICES	\$ 606.26
27174	07/21/2020	FINANCE	PARKS	ARAMARK UNIFORM SERVICES	03/20 UNIFORM SERVICES	\$ 368.88
27174	07/21/2020	FINANCE	STREETS	ARAMARK UNIFORM SERVICES	03/20 UNIFORM SERVICES	\$ 592.58
27174	07/21/2020	FINANCE	SEWER OPS	ARAMARK UNIFORM SERVICES	03/20 UNIFORM SERVICES	\$ 209.90
27174	07/21/2020	FINANCE	UB - WATER	ARAMARK UNIFORM SERVICES	03/20 UNIFORM SERVICES	\$ 20.88
27174	07/21/2020	FINANCE	WATER QC	ARAMARK UNIFORM SERVICES	03/20 UNIFORM SERVICES	\$ 388.52
27174	07/21/2020	FINANCE	WWTP	ARAMARK UNIFORM SERVICES	03/20 UNIFORM SERVICES	\$ 420.12
27174	07/21/2020	PD ADMIN	PD ADMIN	AT&T	06/20 CALNET 3 SERVICE 9391031566	\$ 164.68
27175	07/21/2020	FINANCE	SEWER OPS	AT&T	06/20 CALNET 3 SERVICE 9391031570	\$ 208.60
27176	07/21/2020	FINANCE	MEAS K - PD	AT&T	06/20 CALNET 3 SERVICE 9391020514	\$ 164.69
27176	07/21/2020	PD ADMIN	PD ADMIN	AT&T	06/20 CALNET 3 SERVICE 9391031578	\$ 172.62
27176	07/21/2020	HR/RISK MGT	CITY MANAGER	BLUE SHIELD OF CALIFORNIA	CITY PAID RETIREE RX BILL AUGUST 2020	\$ 118.40
27177	07/21/2020	WWTP	WWTP	BSK ASSOCIATES	PERMIT COMPLIANCE LAB	\$ 178.50
27178	07/21/2020	FINANCE	PAYROLL TRUST	CA DEPARTMENT OF CHILD SUPPORT	CHILD SUPPORT DEDUCTIONS	\$ 1,656.42
27179	07/21/2020	AIRPORT OPS	AIRPORT OPS	CA DEPARTMENT OF TRANSPORTATION	LOAN #MAD-1-06-L-7 INTEREST	\$ 27,867.41
27180	07/21/2020	AIRPORT OPS	AIRPORT OPS	CA DEPARTMENT OF TRANSPORTATION	LOAN #MAD-1-06-L-7 INTEREST	\$ 612.28
27180	07/21/2020	IS	COMP ACQ	CDW GOVERNMENT, INC	SONICWALL FIREWALL MAINTENANCE	\$ 3,789.14
27181	07/21/2020	WATER OPS	WATER CONS	CITY OF MADERA	SMART IRRIG CONTROLLER REBATE	\$ 59.97
27182	07/21/2020	WATER OPS	WATER CONS	CITY OF MADERA	TOILET INSTALLS REBATES	\$ 100.00
27183	07/21/2020	WATER OPS	WATER CONS	CITY OF MADERA	MULCH REBATES	\$ 175.00
27183	07/21/2020	FINANCE	PAYROLL TRUST	COLONIAL LIFE & ACCIDENT INSURANCE	EMPLOYEE LIFE INSURANCE	\$ 1,030.39
27184	07/21/2020	HR/RISK MGT	AIRPORT OPS	CSJVRMA	1ST QUARTER DEPOSIT	\$ 40,193.44
27185	07/21/2020	HR/RISK MGT	CENTRAL ADMIN	CSJVRMA	1ST QUARTER DEPOSIT	\$ 174,538.62

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27185	07/21/2020	HR/RISK MGT	FIRE	CSJVRMA	1ST QUARTER DEPOSIT	\$ 11,562.50
27185	07/21/2020	HR/RISK MGT	FLEET MAINT	CSJVRMA	1ST QUARTER DEPOSIT	\$ 14,866.07
27185	07/21/2020	HR/RISK MGT	INS/RISK MGT	CSJVRMA	1ST QUARTER DEPOSIT	\$ (26,829.00)
27185	07/21/2020	HR/RISK MGT	INTERMODAL	CSJVRMA	1ST QUARTER DEPOSIT	\$ 1,101.19
27185	07/21/2020	HR/RISK MGT	PARKS	CSJVRMA	1ST QUARTER DEPOSIT	\$ 550.60
27185	07/21/2020	HR/RISK MGT	PAYROLL TRUST	CSJVRMA	1ST QUARTER DEPOSIT	\$ 476,899.00
27185	07/21/2020	HR/RISK MGT	PD ADMIN	CSJVRMA	1ST QUARTER DEPOSIT	\$ 32,485.11
27185	07/21/2020	HR/RISK MGT	STREETS	CSJVRMA	1ST QUARTER DEPOSIT	\$ 3,303.57
27185	07/21/2020	HR/RISK MGT	SEWER OPS	CSJVRMA	1ST QUARTER DEPOSIT	\$ 14,866.07
27185	07/21/2020	HR/RISK MGT	SOLID WASTE	CSJVRMA	1ST QUARTER DEPOSIT	\$ 9,910.67
27185	07/21/2020	HR/RISK MGT	STREET CLEAN	CSJVRMA	1ST QUARTER DEPOSIT	\$ 2,752.98
27185	07/21/2020	HR/RISK MGT	WATER OPS	CSJVRMA	1ST QUARTER DEPOSIT	\$ 81,488.06
27185	07/21/2020	HR/RISK MGT	WWTP	CSJVRMA	1ST QUARTER DEPOSIT	\$ 162,976.12
27185	07/21/2020	UB - WATER	UB - GARBAGE	DATAPROSE, LLC	JULY NEWSLETTER 2020	\$ 295.79
27186	07/21/2020	UB - WATER	UB - SEWER	DATAPROSE, LLC	JULY NEWSLETTER 2020	\$ 295.79
27186	07/21/2020	UB - WATER	UB - WATER	DATAPROSE, LLC	JULY NEWSLETTER 2020	\$ 591.59
27186	07/21/2020	WATER QC	WATER QC	DELLAVALLE LABORATORY, INC.	WATER SAMPLES	\$ 1,143.00
27187	07/21/2020	WATER QC	WATER QC	DELLAVALLE LABORATORY, INC.	WATER SAMPLES -2ND QTR MONITORING	\$ 5,516.00
27187	07/21/2020	IS	MEAS K - PD	DELTA WIRELESS, INC.	PD VIDEO POLICE CAMERAS	\$ 25,393.78
27188	07/21/2020	ENGINEERING	ENGINEERING	DIAMOND COMMUNICATIONS	ALARM REPROGRAMMING	\$ 30.00
27189	07/21/2020	FINANCE	GENERAL FUND	DIVISION OF THE STATE ARCHITECT	SB 1186 FEES QTR 4 FY 19/20	\$ 31.60
27190	07/21/2020	BUILDING	BUILDING	FIRE SAFETY SOLUTIONS, LLC	FIRE PROTECTION ENG SVS	\$ 11,925.00
27191	07/21/2020	IS	MEAS K - FIRE	GLOBAL CTI GROUP	NEW FIRE STATION PHONES	\$ 10,173.44
27192	07/21/2020	ENGINEERING	ENGINEERING	GENERAL LOGISTICS SYSTEMS US INC	OVERNIGHT SHIPPING	\$ 8.01
27193	07/21/2020	CENTRAL ADMIN	CENTRAL ADMIN	GENERAL LOGISTICS SYSTEMS US INC	OVERNIGHT SHIPPING	\$ 6.84
27193	07/21/2020	PD ADMIN	PD ADMIN	TIM J LAW	EMPLOYMENT BACKGROUND	\$ 200.00
27194	07/21/2020	GRANTS	INTERMODAL	LEEDWAY PLUMBING INC	FLUSH SEWER LINE -GREYHOUND STATION	\$ 410.00
27195	07/21/2020	FINANCE	PAYROLL TRUST	MADERA CO SHERIFF-CIVIL DIVISION	SHERIFF GARNISHMNT ORDER	\$ 401.21
27196	07/21/2020	WWTP	WWTP	MADERA PUMPS, INC.	WORK PERFORMED ON WELL 9	\$ 2,419.90
27197	07/21/2020	PD ADMIN	PD ADMIN	MADERA TRIBUNE	JOB RECRUITMENT AD	\$ 57.00
27198	07/21/2020	FINANCE	CODE ENF	MADERA UNIFIED SCHOOL DISTRICT	FUEL USAGE - JUNE 2020	\$ 11.80
27199	07/21/2020	FINANCE	ENGINEERING	MADERA UNIFIED SCHOOL DISTRICT	FUEL USAGE - JUNE 2020	\$ 130.36
27199	07/21/2020	FINANCE	MOTOR POOL	MADERA UNIFIED SCHOOL DISTRICT	FUEL USAGE - JUNE 2020	\$ 17.66
27199	07/21/2020	FINANCE	PARKS	MADERA UNIFIED SCHOOL DISTRICT	FUEL USAGE - JUNE 2020	\$ 145.30
27199	07/21/2020	FINANCE	STREETS	MADERA UNIFIED SCHOOL DISTRICT	FUEL USAGE - JUNE 2020	\$ 35.34
27199	07/21/2020	ENGINEERING	MEAS K - FIRE	MATTHEW'S FINE FURNITURE, INC.	MATTRESSES	\$ 3,623.13
27200	07/21/2020	FINANCE	SOLID WASTE	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL SVS & ADMIN FEE	\$ 361,794.98

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
27201	07/21/2020	FLEET MAINT	FLEET MAINT	MIDSTATE AUTOMOTIVE EQUIPMENT	MOHAWK TP-20 LIFT-INSTALLATION	\$ 9,250.00
27202	07/21/2020	FINANCE	PAYROLL TRUST	N.P.C.-ORCHARD TRUST COMPANY	DEFERRED COMP CONTRIBUTIONS	\$ 8,111.63
27203	07/21/2020	FINANCE	FAC MAINT	PACIFIC GAS & ELECTRIC	06/20 SERVICE 1619119913-8	\$ 156.52
27204	07/21/2020	FINANCE	FAC MAINT	PACIFIC GAS & ELECTRIC	06/20 SERVICE 6690755760-8	\$ 72.00
27204	07/21/2020	FINANCE	FAC MAINT	PACIFIC GAS & ELECTRIC	06/20 SERVICE 5207933925-6	\$ 46.17
27204	07/21/2020	FINANCE	INTERMODAL	PACIFIC GAS & ELECTRIC	06/20 SERVICE 1950349675-4	\$ 1,104.48
27204	07/21/2020	FINANCE	PARKS	PACIFIC GAS & ELECTRIC	06/20 SERVICE 8675479583-8	\$ 38.99
27204	07/21/2020	FINANCE	ZONE 34B	PACIFIC GAS & ELECTRIC	06/20 SERVICE 0443905948-8	\$ 10.18
27204	07/21/2020	PARKS ADMIN	PARKS ADMIN	OTP- PARKS REFUNDS	SPORTS CANCELLATION - DUE TO COVID	\$ 2.50
27205	07/21/2020	PARKS ADMIN	RECREATION	OTP- PARKS REFUNDS	SPORTS CANCELLATION - DUE TO COVID	\$ 45.00
27205	07/21/2020	PARKS ADMIN	COMM & REC	OTP- PARKS REFUNDS	SPORTS CANCELLATION - DUE TO COVID	\$ 985.00
27206	07/21/2020	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	SPORTS CANCELLATION - DUE TO COVID	\$ 500.00
27206	07/21/2020	PARKS ADMIN	PARKS ADMIN	OTP- PARKS REFUNDS	SPORTS CANCELLATION - DUE TO COVID	\$ 25.00
27206	07/21/2020	PARKS ADMIN	PARKS ADMIN	OTP- PARKS REFUNDS	SPORTS CANCELLATION - DUE TO COVID	\$ 2.50
27207	07/21/2020	PARKS ADMIN	RECREATION	OTP- PARKS REFUNDS	SPORTS CANCELLATION - DUE TO COVID	\$ 45.00
27207	07/21/2020	PARKS ADMIN	COMM & REC	OTP- PARKS REFUNDS	FACILITY CANCELLATION - DUE TO COVID	\$ 735.00
27208	07/21/2020	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	FACILITY CANCELLATION - DUE TO COVID	\$ 200.00
27208	07/21/2020	PARKS ADMIN	PARKS ADMIN	OTP- PARKS REFUNDS	FACILITY CANCELLATION - DUE TO COVID	\$ 25.00
27208	07/21/2020	ENGINEERING	ENGINEERING	RICOH USA, INC.	COPIER MAINTENANCE CONTRACT	\$ 11.95
27209	07/21/2020	WATER OPS	WATER QC	RYAN PROCESS INC	CT-12 CELL TITANIUM CELL	\$ 334.13
27210	07/21/2020	PW ADMIN	AIRPORT OPS	SERVICEMASTER BY J&C BROWN	JULY JANITORIAL SERVICE	\$ 236.76
27211	07/21/2020	PW ADMIN	CENTRAL ADMIN	SERVICEMASTER BY J&C BROWN	JULY JANITORIAL SERVICE	\$ 2,764.33
27211	07/21/2020	PW ADMIN	COMM & REC	SERVICEMASTER BY J&C BROWN	JULY JANITORIAL SERVICE	\$ 5,274.29
27211	07/21/2020	PW ADMIN	ENGINEERING	SERVICEMASTER BY J&C BROWN	JULY JANITORIAL SERVICE	\$ 2,194.36
27211	07/21/2020	PW ADMIN	FINANCE	SERVICEMASTER BY J&C BROWN	JULY JANITORIAL SERVICE	\$ 186.24
27211	07/21/2020	PW ADMIN	INTERMODAL	SERVICEMASTER BY J&C BROWN	JULY JANITORIAL SERVICE	\$ 439.92
27211	07/21/2020	PW ADMIN	PD ADMIN	SERVICEMASTER BY J&C BROWN	JULY JANITORIAL SERVICE	\$ 3,611.91
27211	07/21/2020	PW ADMIN	SEWER OPS	SERVICEMASTER BY J&C BROWN	JULY JANITORIAL SERVICE	\$ 576.82
27211	07/21/2020	PW ADMIN	UB - GARBAGE	SERVICEMASTER BY J&C BROWN	JULY JANITORIAL SERVICE	\$ 186.27
27211	07/21/2020	PW ADMIN	UB - SEWER	SERVICEMASTER BY J&C BROWN	JULY JANITORIAL SERVICE	\$ 186.27
27211	07/21/2020	PW ADMIN	UB - WATER	SERVICEMASTER BY J&C BROWN	JULY JANITORIAL SERVICE	\$ 372.52
27211	07/21/2020	PW ADMIN	WATER QC	SERVICEMASTER BY J&C BROWN	JULY JANITORIAL SERVICE	\$ 754.08
27211	07/21/2020	PW ADMIN	WWTP	SERVICEMASTER BY J&C BROWN	JULY JANITORIAL SERVICE	\$ 690.20
27211	07/21/2020	IS	COMP ACQ	SOUTHERN COMPUTER WAREHOUSE	BACKUP SOFTWARE MAINTENANCE	\$ 142.88
27212	07/21/2020	IS	MEAS K - FIRE	SOUTHERN COMPUTER WAREHOUSE	SURFACE PRO NEW FOR FIRE DEPT	\$ 216.37
27212	07/21/2020	PD ADMIN	PD ADMIN	STATE OF CALIFORNIA	FINGERPRINTING - JUNE 2020	\$ 160.00
27213	07/21/2020	PD ADMIN	SUPP LAW ENF	STATE OF CALIFORNIA	BLOOD ALCOHOL ANALYSIS JUNE 2020	\$ 595.00

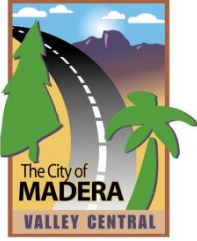
CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
27214	07/21/2020	PD ADMIN	PD ADMIN	STATE OF CALIFORNIA	CLETS BILLING 3RD QTR APR-JUNE 2020	\$ 1,876.98
27215	07/21/2020	FINANCE	PAYROLL TRUST	STATE OF CALIFORNIA	FRANCHISE TAX DEDUCTIONS	\$ 150.00
27216	07/21/2020	FINANCE	ANIMAL CONTROL	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 7/1/2020-7/10/2020	\$ 116.35
27217	07/21/2020	FINANCE	BUILDING	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 7/1/2020-7/10/2020	\$ 41.76
27217	07/21/2020	FINANCE	CODE ENF	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 7/1/2020-7/10/2020	\$ 81.36
27217	07/21/2020	FINANCE	ENGINEERING	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 7/1/2020-7/10/2020	\$ 44.94
27217	07/21/2020	FINANCE	FAC MAINT	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 7/1/2020-7/10/2020	\$ 284.25
27217	07/21/2020	FINANCE	FLEET MAINT	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 7/1/2020-7/10/2020	\$ 210.26
27217	07/21/2020	FINANCE	GRAFFITI	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 7/1/2020-7/10/2020	\$ 128.77
27217	07/21/2020	FINANCE	PARKS	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 7/1/2020-7/10/2020	\$ 1,020.02
27217	07/21/2020	FINANCE	PD ADMIN	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 7/1/2020-7/10/2020	\$ 2,365.50
27217	07/21/2020	FINANCE	STREETS	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 7/1/2020-7/10/2020	\$ 237.01
27217	07/21/2020	FINANCE	SEWER OPS	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 7/1/2020-7/10/2020	\$ 202.59
27217	07/21/2020	FINANCE	STREET CLEAN	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 7/1/2020-7/10/2020	\$ 538.19
27217	07/21/2020	FINANCE	TRANS - FIXED	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 7/1/2020-7/10/2020	\$ 982.67
27217	07/21/2020	FINANCE	TRANS - DAR	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 7/1/2020-7/10/2020	\$ 894.08
27217	07/21/2020	FINANCE	UB - GARBAGE	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 7/1/2020-7/10/2020	\$ 6.92
27217	07/21/2020	FINANCE	UB - SEWER	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 7/1/2020-7/10/2020	\$ 6.93
27217	07/21/2020	FINANCE	UB - WATER	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 7/1/2020-7/10/2020	\$ 13.84
27217	07/21/2020	FINANCE	WATER OPS	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 7/1/2020-7/10/2020	\$ 601.32
27217	07/21/2020	PD ADMIN	PD ADMIN	TRANSUNION RISK & ALT DATA SOL.	DATABASE ACCESS JUNE 2020	\$ 188.30
27218	07/21/2020	ENGINEERING	ACTIVE TRANS	TRUXELL & VALENTINO	CONSTRUCTION OF THE FRESNO RIVER TRAIL	\$ 27,823.71
27219	07/21/2020	ENGINEERING	FAU - PARKS & PED	TRUXELL & VALENTINO	CONSTRUCTION OF THE FRESNO RIVER TRAIL	\$ 21,935.01
27219	07/21/2020	ENGINEERING	MEAS T- ENV	TRUXELL & VALENTINO	CONSTRUCTION OF THE FRESNO RIVER TRAIL	\$ 6,484.89
27219	07/21/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 126.51
27220	07/21/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 99.42
27221	07/21/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 151.31
27222	07/21/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 164.61
27223	07/21/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 203.31
27224	07/21/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 104.09
27225	07/21/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 116.13
27226	07/21/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 20.68
27227	07/21/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 182.53
27228	07/21/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 158.16
27229	07/21/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 94.31
27230	07/21/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 174.80
27231	07/21/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING DEPOSIT REFUND	\$ 636.09

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
27232	07/21/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 97.72
27233	07/21/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 234.11
27234	07/21/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 52.16
27235	07/21/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 162.70
27236	07/21/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING DEPOSIT REFUND	\$ 93.07
27237	07/21/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 235.06
27238	07/21/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 40.05
27239	07/21/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 152.42
27240	07/21/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 78.47
27241	07/21/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 158.02
27242	07/21/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 153.94
27243	07/21/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING DEPOSIT REFUND	\$ 44.64
27244	07/21/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING DEPOSIT REFUND	\$ 78.09
27245	07/21/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 157.63
27246	07/21/2020	FINANCE	PAYROLL TRUST	VANTAGEPOINT TRANSFER AGENTS-457	DEFERRED COMP CONTRIBUTIONS	\$ 26,288.90
27247	07/21/2020	FINANCE	AIRPORT OPS	VERIZON WIRELESS	CITY CELL PHONE CHARGES MAY 11-JUNE 10	\$ 26.02
27248	07/21/2020	FINANCE	CITY CLERK	VERIZON WIRELESS	CITY CELL PHONE CHARGES MAY 11-JUNE 10	\$ 47.88
27248	07/21/2020	FINANCE	CITY COUNCIL	VERIZON WIRELESS	CITY CELL PHONE CHARGES MAY 11-JUNE 10	\$ 304.08
27248	07/21/2020	FINANCE	CODE ENF	VERIZON WIRELESS	CITY CELL PHONE CHARGES MAY 11-JUNE 10	\$ 260.56
27248	07/21/2020	FINANCE	COMP ACQ	VERIZON WIRELESS	CITY CELL PHONE CHARGES MAY 11-JUNE 10	\$ 347.39
27248	07/21/2020	FINANCE	ENGINEERING	VERIZON WIRELESS	CITY CELL PHONE CHARGES MAY 11-JUNE 10	\$ 144.40
27248	07/21/2020	FINANCE	FINANCE	VERIZON WIRELESS	CITY CELL PHONE CHARGES MAY 11-JUNE 10	\$ 91.17
27248	07/21/2020	FINANCE	FIRE	VERIZON WIRELESS	CITY CELL PHONE CHARGES MAY 11-JUNE 10	\$ 114.03
27248	07/21/2020	FINANCE	FLEET MAINT	VERIZON WIRELESS	CITY CELL PHONE CHARGES MAY 11-JUNE 10	\$ 4.26
27248	07/21/2020	FINANCE	GRANT OVERSIGHT	VERIZON WIRELESS	CITY CELL PHONE CHARGES MAY 11-JUNE 10	\$ 153.14
27248	07/21/2020	FINANCE	HR/RISK MGT	VERIZON WIRELESS	CITY CELL PHONE CHARGES MAY 11-JUNE 10	\$ 66.36
27248	07/21/2020	FINANCE	PARKS	VERIZON WIRELESS	CITY CELL PHONE CHARGES MAY 11-JUNE 10	\$ 144.32
27248	07/21/2020	FINANCE	PD ADMIN	VERIZON WIRELESS	CITY CELL PHONE CHARGES MAY 11-JUNE 10	\$ 3,011.97
27248	07/21/2020	FINANCE	PLANNING	VERIZON WIRELESS	CITY CELL PHONE CHARGES MAY 11-JUNE 10	\$ 186.12
27248	07/21/2020	FINANCE	STREETS	VERIZON WIRELESS	CITY CELL PHONE CHARGES MAY 11-JUNE 10	\$ 182.18
27248	07/21/2020	FINANCE	RECREATION	VERIZON WIRELESS	CITY CELL PHONE CHARGES MAY 11-JUNE 10	\$ 0.46
27248	07/21/2020	FINANCE	SEWER OPS	VERIZON WIRELESS	CITY CELL PHONE CHARGES MAY 11-JUNE 10	\$ 48.85
27248	07/21/2020	FINANCE	SR CITIZEN	VERIZON WIRELESS	CITY CELL PHONE CHARGES MAY 11-JUNE 10	\$ 40.47
27248	07/21/2020	FINANCE	STREET CLEAN	VERIZON WIRELESS	CITY CELL PHONE CHARGES MAY 11-JUNE 10	\$ 0.46
27248	07/21/2020	FINANCE	UB - WATER	VERIZON WIRELESS	CITY CELL PHONE CHARGES MAY 11-JUNE 10	\$ 49.90
27248	07/21/2020	FINANCE	WATER QC	VERIZON WIRELESS	CITY CELL PHONE CHARGES MAY 11-JUNE 10	\$ 682.85
27248	07/21/2020	FINANCE	MEAS K - PD	VERIZON WIRELESS	CITY CELL PHONE CHARGES MAY 11-JUNE 10	\$ 1,572.02

<i>CHECK</i>	<i>PAY DATE</i>	<i>DEPARTMENT</i>	<i>PAID FROM ORG</i>	<i>ISSUED TO</i>	<i>DESCRIPTION</i>	<i>AMOUNT</i>
27248	07/21/2020	FINANCE	CITY MANAGER	VERIZON WIRELESS	CITY CELL PHONE CHARGES MAY 11-JUNE 10	\$ 85.53
27248	07/21/2020	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	FACILITY CANCELLATION REFUND	\$ 50.00
27249	07/21/2020	PARKS ADMIN	PARKS	OTP- PARKS REFUNDS	FACILITY CANCELLATION REFUND	\$ 140.00

BANK #1 - UNION BANK GENERAL ACCOUNT TOTAL

\$ 4,111,331.67



REPORT TO CITY COUNCIL

Approved by:

Wendy Silva

Wendy Silva, Director of Human Resources

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: August 5, 2020

Agenda Number: B-3

SUBJECT:

Informational Report on Personnel Activity

RECOMMENDATION:

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

SUMMARY:

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

DISCUSSION:

The Civil Service Commission met July 7, 2020 via Zoom and approved Eligibility Lists for the following classifications:

- Deputy City Engineer
- Senior Planner

The following individuals began employment with the City since our last report:

Table 1: New Hires				
<i>Name</i>	<i>Position</i>	<i>Department</i>	<i>Status*</i>	<i>Effective Date</i>
Gerardo Yanez	Mechanic III	Fleet	FT	7/6/20
Albert Avedissian	Water Quality Specialist-in-Training	Public Works	FT	7/6/20
Vicki Crow	Financial Services Manager	Finance	PT	7/13/20

*Status: PT = Part Time, FT = Full Time

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

Table 2: Promotions, Transfers, or Assignment Changes			
<i>Name</i>	<i>Old Position</i>	<i>New Position</i>	<i>Effective Date</i>
Nicki Rincon	Recreation/Community Programs Coordinator – Recreation	Recreation/Community Programs Coordinator – Parks Maintenance	6/22/20
Adam Romero	Recreation/Community Programs Coordinator – Recreation	Recreation/Community Programs Coordinator – Parks Maintenance	6/22/20
Linda Aguilera	Purchasing Assistant – Finance	Purchasing Assistant – Public Works	7/6/20
Nicolas Carrillo	Police Officer I	Police Officer II	7/6/20
Uday Pericherla	Part Time Engineering Intern	Assistant Engineer	7/6/20
Eddie Rincon	Water Conservation Customer Service Representative – Public Works	Accounting Technician II – Finance/Utility Billing	7/8/20
Ellen Bitter	Part Time Project Development Coordinator/Licensed	Deputy City Engineer	8/3/20
William Bell	Part Time Project Development Coordinator/Licensed	Deputy City Engineer	8/3/20

The following employees separated from employment since our last report.

Table 3: Separations				
<i>Name</i>	<i>Position</i>	<i>Department</i>	<i>Status*</i>	<i>Effective Date</i>
Stephanie Pantoja	Records Clerk	Police Department	FT	6/5/20
Darrell Unruh	Interim Planning Manager	Planning	PT	6/22/20
Jesus Orozco	Associate Planner	Planning	FT	7/8/20
Laura Bulfinch	Public Safety Dispatcher	Police Department	FT	7/17/20

*Status: PT = Part Time, FT = Full Time

FINANCIAL IMPACT:

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

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

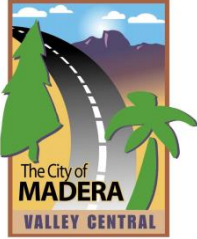
The information contained herein is not addressed by the Vision Madera 2025 plan, nor is the information in conflict with that plan.

ALTERNATIVES:

This report is for informational purposes only.

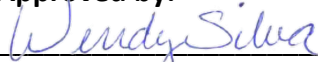
ATTACHMENTS:

None



REPORT TO CITY COUNCIL

Approved by:



Wendy Silva, Director of Human Resources



Arnoldo Rodriguez, City Manager

Council Meeting of: August 5, 2020

Agenda Number: B-4

SUBJECT:

Update Administrative Policy 45: Injury and Illness Prevention Program to Include COVID-19 Supplement

RECOMMENDATION:

Adopt a Minute Order Approving Revisions to Administrative Policy (AP) No. 45: Injury and Illness Prevention Program (IIPP) to add a COVID-19 Supplement in compliance with Cal/OSHA Requirements

SUMMARY:

On May 14, 2020, Cal/OSHA revised the Interim General Guidelines on Protecting Workers from COVID-19. The new guidelines outline mandatory control measures most California employers must implement and document within their written IIPP. Under the hazard assessment requirement, employers are required to determine if COVID-19 infection is a hazard in their workplace. If it is a workplace hazard, then employers must implement infection control measures, including applicable and relevant recommendations from the Centers for Disease Control and Prevention (CDC). Amending the IIPP to include the COVID-19 Supplement will ensure the City of Madera (City) is in compliance with Cal/OSHA requirements as well as serve to protect employees and visitors to City facilities.

DISCUSSION:

In California, every employer is required by law to provide a safe and healthful workplace for its employees. Title 8 of the California Code of Regulations requires every California employer to have an effective Injury and Illness Prevention Program in writing that must be in accord with T8 CCR Section 3203 of the General Industry Safety Orders.

The City's current IIPP, which was last revised in 2011, meets all the requirements of the law except for the recent additional regulations related to COVID-19. These regulations require the City to conduct a hazard assessment to determine if COVID-19 infection is a hazard in the workplace. Because there is active community spread throughout the County of Madera, as well as the entire State of California, the infection is considered to be a potential workplace hazard for employees of the City. As such, the City must adopt and adhere to a COVID-19 Supplement, which includes implementing infection control measures in the workplace. These workplace control measures include CDC recommendations, many of which have already been implemented, such as:

- social distancing
- handwashing
- masking when appropriate
- disinfecting of commonly touched surfaces
- working from home when meaningful work exists, etc.

The supplement also requires that all employees receive training in a language that is readily understandable to them on topics related to COVID-19. Additionally, training, inspection, and investigation records must be retained pursuant to the existing Document Retention section of the IIPP.

The City's self-insurance pool, Central San Joaquin Valley Risk Management Authority, provided all member cities with a model IIPP COVID Supplement based on Cal/OSHA requirements. Staff used this model as a base and customized the policy to match the City of Madera's practices and preferences. The draft was circulated to all bargaining units, the City's Safety Committee, all Department Heads, and the City Attorney for review and comment. The draft was updated based on feedback received to ensure that the policy is usable and that the City is able to implement the identified prevention measures and operational practices. The General Bargaining Unit represented by Madera Affiliated City Employees' Association and the Mid Management Employee Group both requested to meet and confer over the IIPP COVID Supplement. Upon discussion, it was discovered that they had questions on implementation of CDC and California Department of Public Health (CADPH) guidelines, not the policy itself. These questions were resolved.

The new policy language being added can be found in the attached proposed AP No. 45: Injury and Illness Prevention Program, under Section 11 – COVID-19 Supplement.

FINANCIAL IMPACT:

The revision of AP No. 45 does not have a direct financial impact to the City. The City has already engaged in many of the CDC and CADPH's recommendations related to COVID-19 which have associated costs. Some of these costs include purchasing personal protective equipment (PPE), cloth face coverings, disinfectants, hand sanitizer, etc. These expenses would have been incurred regardless of an official policy because the City has an interest in, and obligation to, provide a

safe and healthy workplace for our employees. Staff is carefully tracking COVID-19 related expenses and will seek reimbursement through insurance; the Federal Emergency Management Agency (FEMA); and any funding made available through the Coronavirus Aid, Relief, and Economic Security (CARES) Act for eligible expenses.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

ALTERNATIVES:

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

ATTACHMENT:

1. Administrative Policy No. 45, with new COVID Supplement

CITY OF MADERA Administrative Policy	Policy No. 45
	Date Adopted: 12/20/2000
	Date(s) Revised: 4/6/2011, 8/5/2020
Subject: Injury and Illness Prevention Program	

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- Section 2 Designation of Responsibility**
- Section 3 Statement of Compliance**
- Section 4 Statement on Safety Training**
- Section 5 System of Identifying Unsafe Conditions and Practices**
- Section 6 Correcting Unsafe or Unhealthy Conditions**
- Section 7 Injury Reporting**
- Section 8 Communication Resources**
- Section 9 Document Retention**
- Section 10 General Rules and Regulations**
- Section 11 COVID-19 Supplement**

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- Form 1 Employee Safety Orientation**
- Form 2 Job Safe Practice Orientation**
- Form 3 Safety Training Attendance Sheet**
- Form 4 Employee Report of Unsafe Condition or Hazard**
- Form 5 Management/Safety Committee Investigation of Employee Report of Unsafe Condition or Hazard**
- Form 6 Safety Inspection Report**
- Form 7 Supervisor's Investigation Report**
- Form 8 Safety Committee Minutes**

SECTION 1

Management Statement

1-1 Management Statement

The City of Madera is firmly committed to providing a safe and healthful working environment. To achieve this goal the City of Madera has developed a comprehensive Injury and Illness Prevention Program (IIPP). The goal of this program is to eliminate the frequency and severity of employee accidents and comply with the laws and regulations that are set forth in Title 8, California Code of Regulations General Industry Safety Orders section 3203. The program has been designed to help eliminate physical hazards from the work environment and train employees in safe work practices.

Accident prevention is an integral part of any successful organization. We recognize that accidents not only cause physical and mental pain to employees, but are also costly in terms of dollars and lost production. Providing hazard free work environments while ensuring the health and safety of our City employees is the primary purpose of this program. Efficient accident prevention can be directly related to decreased costs for the City.

The City's policy is aimed at minimizing the exposure of our employees, customers and other visitors to our facilities to health or safety risks. In order to accomplish this goal all City employees are expected to work diligently to maintain safe and healthful working conditions and to adhere to proper operating practices and procedures designed to prevent injuries and illnesses.

The responsibilities of all employees of the City in this regard include:

- Exercising maximum care and good judgment at all times to prevent accidents and injuries
- Immediate reporting to supervisors for all injuries regardless of severity
- Immediate reporting of unsafe conditions, equipment, or practices to supervisors and observing conscientiously all safety rules and regulations at all times

Although the ultimate responsibility for the safety program lies with the Department Heads and Supervisors, the program cannot succeed without the cooperation of all City employees. Everyone must be one hundred percent safety conscious in everything he or she does while on the job. We are confident that with a sincere and concentrated effort from everyone, our safety goals can be achieved.

SECTION 2

Designation of Responsibility

2-1 Designation of Responsibility

Madera City Council will provide support and resources necessary to accomplish the goals and objectives of the Program.

Director of Human Resources has been assigned the responsibility and authority to manage the Injury and Illness Prevention Program (IIPP) for the City. We realize the ultimate responsibility for safety and health in the workplace still rests with the following:

Department Heads have the ongoing responsibility to ensure departmental implementation of the IIPP and to ensure the health and safety of all employees. This is accomplished by effectively communicating with employees regarding the City's emphasis on health and safety, analyzing work procedures for high hazard identification and correction, ensuring regular workplace inspections, providing health and safety training, and encouraging prompt employee reporting of health and safety concerns without fear of reprisal.

Supervisors and Lead Workers have the most direct and influential control over an employee's behavior and observation of safety rules. Therefore, supervisors and lead workers are responsible for implementing and maintaining the IIPP Program in their divisions and for answering employee questions concerning the Program.

All City Employees are responsible for the timely reporting of safety hazards in the workplace. Employees are also responsible for following safe work practices as well as the safe work practices specific to their jobs.

2-2 Safety Committee

To ensure a safe and healthful working environment, the City has established a Safety Committee comprised of staff employees who serve on a voluntary basis. The Committee is responsible for fulfilling a variety of tasks such as reviewing workplace accidents and incidents and making recommendations to eliminate their recurrence and reviewing safety suggestions made by employees. The Committee shall work with Management to ensure that personnel privacy is maintained.

Specifically, **the Safety Committee** will:

- Review the results of periodic, scheduled workplace inspections to identify any needed safety procedures or programs and to track specific corrective actions
- Review supervisors' investigations of accidents and injuries to ensure that all causes have been identified and corrected
- Where appropriate, submit suggestions to management for the prevention of future incidents
- Review alleged hazardous conditions brought to the attention of any committee member, request management to address the alleged conditions, and recommend necessary corrective actions and correction deadlines
- When determined necessary by the Committee, the Committee may conduct its own investigation of accidents and/or alleged hazards to assist in establishing corrective actions
- Submit recommendations to assist management in the evaluation of employee safety suggestions

The City's Safety Committee has the ongoing responsibility to maintain and recommend changes to the IIPP, to assess departmental compliance with applicable regulations and City policies, to evaluate reports of unsafe conditions and to recommend any necessary corrective actions. The Safety Committee meets on a monthly basis, documents meeting discussions using IIPP Form 8 (*Safety Committee Meeting Minutes*), and includes representatives from:

- Human Resources
- IT
- Fleet
- Public Works
- Finance
- Grants
- City Clerk
- Administration
- Police Department
- Parks & Community Services
- Engineering
- Planning
- Building

The Safety Committee members are assigned by their respective department head.

SECTION 3

Statement of Compliance

3-1 Statement on Compliance

The City is committed to providing employees with a safe and healthful place to work. A Code of Safe Practices (Section 3-2) has been developed for the purpose of expressly outlining those practices which will help prevent workplace accidents. Each rule set forth in the Code of Safe Practices is applicable to each employee of the City without exception. All employees of the City are responsible for performing their duties in a manner consistent with these practices. Employees who violate these rules or knowingly permit violations may be subject to corrective action appropriate to the circumstances up to and including termination.

3-2 Code of Safe Work Practices

These basic safety rules apply to all employees. In addition to department or work site specific safety rules and regulations, each employee is responsible for following these safe practice rules and reporting all unsafe conditions or practices.

- a. All work related injuries or illnesses are to be immediately reported to the supervisor regardless of the need for medical attention.
- b. Read and follow all warning signs, tags and instructions. Check labels and follow instructions carefully. When appropriate refer to the material safety data sheet. Do not deface or destroy labels and/or instructions on signs, equipment, or containers.
- c. Maintain a safe and hazard free work environment which will ensure the safety of all employees and the general public. Lead workers, supervisors and management staff shall require all employees to observe and obey safety rules, regulations and take such action as necessary to ensure compliance.
- d. Tools, equipment, and machinery are to be operated only if appropriate guards are in place and functioning. All movement must cease before guards are removed for maintenance or repair. When not in use tools and equipment are to be properly stored.
- e. Exits, aisles, stairways and emergency equipment must be kept clear of obstructions.
- f. Horseplay, scuffling and other similar acts that tend to have an adverse influence on the safety and well being of employees and the public are prohibited.
- g. Work assignments and tasks are to be planned, arranged and conducted in a manner to minimize and prevent possible injuries, especially when handling materials or working with equipment.
- h. No one shall knowingly be permitted or required to work while their ability or alertness is so impaired by fatigue, illness, or other causes that it might unnecessarily expose the employee or others to injury.
- i. When lifting heavy objects, the large muscles of the legs are to be used, as bending at the waist and using the smaller muscles of the back can lead to injury. Employees are to seek and obtain assistance when the object is too heavy or of unusual shape or size for any one person to lift safely.
- j. Appropriate attire and personal protective equipment is to be worn and maintained in good condition at all times so as to help prevent and minimize harm or injury.
- k. Observe the rules of the road when driving. Remember to drive courteously and defensively.
- l. No use of wireless telephone devices while driving unless the device is specifically designed and configured to allow hands-free listening and talking, and is used in that manner while driving, unless operated due to a public safety emergency consistent with the California Vehicle Code.

- m. Materials, tools and other objects shall not be thrown from buildings or structures until proper precautions are taken to protect others from the falling objects.
- n. Entry into a confined space will only be made when it has been determined that it is safe to enter and the employee(s) has received training on Confined Space. All Confined Space entry must comply with the applicable department's Confined Space Policy.
- o. The City's system for ensuring that all employees comply with the Code of Safe Work Practices includes one or more of the following:
 - 1. Informing City employees of the provisions of our IIPP
 - 2. Providing training to employees on safe work practices
 - 3. Disciplining employees who fail to comply with safe and healthful work practices
- p. Any employee who has caused an accident because of gross negligence, carelessness or horseplay will be subject to corrective action, up to and including termination.
- q. Any employee who is discovered to be in possession of or under the influence of alcohol or illegal narcotics (drugs) will be immediately dealt with in accordance with applicable City policies.
- r. Any unauthorized violation of or deviation from the City's safety rules and regulations may result in corrective action appropriate to the circumstances up to and including termination.

SECTION 4

Statement on Safety Training

4-1 Statement on Safety Training

Employee safety training is provided at no cost to the employee and is conducted during the employee's normal working hours. Safety training will be presented by a knowledgeable supervisor, a representative of the Safety Committee or an outside consultant. Regardless of the instructor, all safety training will be documented using the "Safety Training Attendance Sheet" (IIPP Form 3) or an equivalent record that includes all the information required on IIPP Form 3.

Each department will maintain and adhere to a safety training calendar/program applicable to their department's risk exposure.

4-2 Initial Safety & Health Training

All department personnel will be trained on the structure of the IIPP, including individual responsibilities under the program and the availability of the written program. All employees, including managers and supervisors, shall have training and instruction on general and job-specific safety and health practices. Training will also be provided on how to report unsafe conditions, how to access the Safety Committee and where to obtain information on workplace safety and health issues.

Training and instructions are to be provided as follows:

- When the IIPP is first established
- To all new employees, including temporary employees
- To all employees who are given new job assignments or transfer to another department for which training has not previously been provided
- Whenever new processes, procedures or equipment are introduced to the workplace
- Whenever the employer is made aware of a new or previously unrecognized hazard
- To supervisors on how to thoroughly investigate and complete an employee accident report
- To supervisors to familiarize them with the safety and health hazards to which employees under their immediate direction and control may be exposed
- To all employees with respect to hazards specific to each employee's job assignment
- When necessity dictates the reinforcement of material or training introduced/conducted previously and when there are changes in the law that affect the IIPP or require the City to implement new safety rules or procedures.

Individual training sessions will be documented using *IIPP Form 1, "Employee Safety Orientation"*, or the equivalent.

4-3 Workplace Safety and Health Practices

General workplace safety and health practices that are to be included in training include but are not limited to the following:

- Implementation and maintenance of the IIPP
- Emergency Evacuation Plan
- Provisions for medical services and first aid, including emergency procedures
- Prevention of musculoskeletal disorders, including proper lifting techniques and proper workstation set-up
- Proper housekeeping such as keeping stairways and aisles clear, work areas neat and orderly and promptly cleaning up spills
- Prohibiting horseplay, scuffling, or other acts that tend to adversely influence safety
- Proper storage to prevent stacking of material in an unstable manner as well as to prevent storage of material against doors, exits, fire extinguishing equipment and electrical panels
- Proper reporting of hazards and accidents to supervisors
- Hazard communication, including employee awareness of potential chemical hazards such as those found in solvents, cleaning aids, toner cartridges and liquid paper

4-4 Training on Specific Hazards

Supervisors are required to be trained on the hazards to which employees under their immediate control may be exposed. This training aids a supervisor in understanding and enforcing proper protective measures.

All supervisors are responsible for ensuring that the personnel they supervise receive appropriate training on the specific hazards of work they perform and the proper precautions for protection against those hazards. Training is particularly important for new employees and whenever a new hazard is introduced into the workplace. Such hazards may include new equipment, hazardous materials, or procedures. Safety training is also required when employees are given new job assignments on which they have not previously been trained and whenever a supervisor is made aware of a new or previously unrecognized hazard. This training will be documented and facilitated using *IIPP Form 2, "Job Safe Practice Orientation"*.

Specific topics to be reviewed between supervisors and department employees include but are not limited to the following:

- Fire prevention and fire extinguisher use
- Obtaining emergency medical assistance and first aid
- Disaster preparedness and response, including building evacuation procedures
- Health and safety measures for computer users
- Back care, body mechanics, proper lifting techniques and proper housekeeping

4-5 Safety Videos

Videos are available on a wide range of topics, including hazard communication, ergonomic issues and various physical hazards. If videos are used as a way of providing safety related training they may only be used to **supplement**, not replace, face-to-face safety instructions, so that trainees have an opportunity to ask questions of a knowledgeable instructor.

SECTION 5 System for Identifying Unsafe Conditions and Practices

5-1 System for Identifying Unsafe Conditions and Practices

The methods used to identify unsafe conditions and practices will include several different techniques including at least one of the following: self-inspection checklists, review of accident statistics and information developed by outside consultants.

The City uses the following method for identifying hazards:

Periodic Safety Inspections (*IIPP Form 6*)

Regular periodic workplace safety inspections shall be conducted throughout the City to identify and evaluate hazards. These inspections shall be performed by a member of the Safety Committee or by a knowledgeable manager, supervisor or lead worker. The condition of the equipment, facilities and records will be documented and corrective action shall be taken to eliminate any unsafe condition.

Periodic inspections are performed according to the following schedule:

- When the City initially establishes or makes changes to the IIPP
- When new processes, procedures or equipment which present potential new hazards are introduced into the workplace
- When new, previously unidentified hazards are recognized
- When occupational injuries and illnesses occur and whenever workplace conditions warrant an inspection

Inspection frequency will depend on the type of inspection to be completed and the department in which the inspection is to be performed. Comprehensive inclusive inspections will be conducted on a bi-annual basis unless otherwise determined the frequency should be shorter by the Safety Officer. Various other inspections will be conducted throughout the year by a member of the Safety Committee, or other qualified personnel in order to follow up on reported accidents and injuries.

SECTION 6 Correcting Unsafe or Unhealthy Conditions

6-1 Correcting Unsafe or Unhealthy Conditions

Hazards discovered either as a result of a scheduled periodic inspection or during normal operations must be corrected by the supervisor in control of the work area or by cooperation between the department in control of the work area and the supervisor of the employees working in that area. Supervisors of affected employees are expected to correct unsafe conditions as quickly as possible after discovery of a hazard based on the severity of the hazard.

Unsafe working conditions, practices, or procedures shall be corrected in a timely manner. Specific procedures that can be used to correct hazards include, but are not limited to the following:

- Tagging unsafe equipment “**Do Not Use**” and providing a list of alternatives for employees to use until the item is repaired. It is also encouraged to utilize “Lock Out/Tag Out” procedures for this purpose.
- Stopping unsafe work practices and providing retraining on proper procedures before work resumes.
- Clearing aisles and walkways of boxes or other obstructions that are blocking access through a particular area.

If an imminent hazard exists, work in the area should cease and the appropriate supervisor should be contacted immediately. If the hazard cannot be immediately corrected without endangering employees or property, all personnel need to be removed from the area except those qualified and necessary to correct the condition. These qualified individuals will be equipped with necessary safeguards before addressing the situation.

6-2 Documentation of Hazard Correction

Supervisors and/or a member of the Safety Committee should use the "Management/Safety Committee Investigation..." form (*IIPP FORM 5*) to document corrective actions, including projected and actual completion dates. If necessary, supervisors and/or employees can seek assistance in developing appropriate corrective actions by submitting an "Employee Report of Unsafe Condition" (*IIPP FORM 4*) to the Safety Committee. If the Safety Committee requires assistance from other resources, the Safety Officer will assist the committee.

SECTION 7

Injury Reporting

7-1 Injury Reporting

All accidents shall be reported immediately, but no later than the end of the injured employee's shift and BEFORE the injured employee leaves the premises. This rule will be strictly enforced. Failure to comply may result in disciplinary action up to and including termination. **If emergency medical care is needed, call 911.**

Employees who are injured at work must report the injury immediately to their supervisor. If the supervisor is not available, report it to another supervisor or notify the Human Resources Department. The supervisor/injured worker will immediately call the Company Nurse injury hotline. Company Nurse gathers information over the phone and helps injured worker access appropriate medical treatment.

The supervisor/manager of the injured employee is responsible for working with the HR/Safety Officer of the City to ensure the "**Employer's Report of Occupational Injury or Illness**" and a "**Worker's Compensation Claim Form (DWC-1)**" are completed properly and submitted to the Human Resources Department promptly. These forms are located on the city's shared drive in the "Injury Forms" folder.

If the injured employee saw a physician the supervisor should obtain a Work Status Report from the physician before allowing the employee to return to work. The health care provider may stipulate work tasks that must be avoided or work conditions that must be altered and/or modified before the employee resumes his or her full duties. Any and all modified work must be assigned in accordance with Administrative Policy #52, Modified Duty/Return to Work Policy.

The injured employee's immediate supervisor is responsible for performing an initial investigation to determine and correct the cause(s) of the incident. An investigating supervisor is expected to submit a thorough report with attachments as appropriate. Examples of attachments include photographs and/or diagrams indicating measurements and witness statements. This investigation should be completed within 24 hours of the occurrence. Specific procedures to be used to investigate workplace accidents and hazardous substance exposures include:

- Interviewing injured personnel and witnesses
- Examining the injured employee's work area for causative factors
- Reviewing established procedures to ensure they are adequate and were followed
- Reviewing training records of affected employees
- Determining all contributing causes to the accident (i.e., equipment, material, people)
- Taking corrective actions to prevent the accident/exposure from re-occurring and recording all findings and actions taken
- Ensuring all hazardous spills are cleaned up
- Ensuring employees are wearing the appropriate PPE

7-2 Documentation of Investigation

The supervisor's findings and corrective actions should be documented and presented to the Safety Committee using the "*Supervisor's Investigation Report*" (IIPP FORM 7).

The purpose of the investigation is to identify the cause of the illness or injury and prevent similar incidents from occurring in the future. It is imperative that the investigator focus on the causes and hazards that led to the incident. As a result of the objective fact finding process the investigating supervisor shall develop an analysis of what happened, the cause and how it could have been prevented. Upon conclusion of the investigation the supervisor shall make recommendations for preventing similar incidents.

The investigating supervisor will immediately correct the unsafe condition that created the situation. If an imminent hazard exists, work in the area should cease and the appropriate supervisor should be contacted immediately. If the hazard cannot be corrected without endangering employees, the public or property, the supervisor has the authority to remove all personnel from the area except those trained and equipped to correct the adverse condition(s).

Observed, discovered and/or reported unsafe or unhealthy working conditions, practices and/or procedures will be investigated in the same fashion and appropriate remedial action will be taken to mitigate or correct the unsafe situation. If the supervisor is unable to determine the cause(s) and appropriate corrective action, assistance from the Safety Officer should be sought.

Investigation reports shall be filed with the Human Resources Department within twenty-four hours of the illness or injury. Reports filed in a timely manner will be more credible when and if disputes arise and will also assist the City in meeting reporting timelines established by law.

A member of the Safety Committee or the Safety Officer will review each accident or injury report immediately after it's received to ensure that the investigation was thorough and that all corrective actions are completed. The Safety Committee will review all accident/injury reports during their meetings. Investigations and/or corrective actions that are found to be incomplete will be routed back to the supervisor for further follow-up with specific recommendations noted by the committee. The Safety Committee will bring corrective actions that are not implemented in a reasonable period of time to the attention of the Human Resources Department and/or Safety Officer.

SECTION 8

Communication Resources

8-1 Communication Resources

Supervisors/Managers are responsible for communicating safety and health issues with all of their employees. All employees are encouraged to communicate safety concerns to their supervisor without fear of reprisal.

The Safety Committee is another resource for communication regarding health and safety issues for City employees. In addition, employees will be informed about safety matters through one or more of the following ways:

- e-mail
- voice-mail
- departmental or HR orientation, including a discussion of safety and health policies and procedures
- posting or distribution of written safety information
- training programs

Supervisors are responsible for ensuring that employees are supplied access to hazard information pertinent to their work assignments. Information concerning the health and safety hazards of tasks performed by department staff is available from a number of sources. These sources include, but are not limited to:

- equipment operating manuals
- container labels and work area postings
- internet
- MSDS

8-2 Equipment Operating Manuals

All equipment is to be operated in accordance with the manufacturer's instructions as specified in the equipment's operating manual. Copies of operating manuals will be kept in the department or with each piece of equipment in the department. Employees who are unfamiliar with the operation of a piece of equipment and its potential hazards must at least read the operating manual before using the equipment. Training should also be sought from an experienced operator or supervisor.

SECTION 9

Document Retention

9-1 Document Retention

Documents related to the City-Wide IIPP are maintained in the City's Human Resources Department.

The following documents related to the IIPP should be retained by the department:

- Records of scheduled and periodic workplace inspections, including the persons conducting the inspection, any identified unsafe conditions or work practices, and corrective actions recommended and taken (*IIPP FORMS 5, 6*).
- Employee safety training records, including the names of all attendees and instructors, the training date, and material covered (*IIPP FORMS 1, 2, 3*).

Other documents related to the IIPP that will be kept on file include:

- Reports of Unsafe Conditions or Hazards (*IIPP FORM 4*)
- Safety Committee Meeting Documentation (*IIPP FORM 8*)
- Supervisor's Investigation Report (*IIPP FORM 7*)

SECTION 10

General Rules and Regulations

10-1 General Rules and Regulations

These health and safety rules are for the protection of all City of Madera employees. Read them carefully and if you do not understand something ensure you get clarification from your supervisor.

- Smoking is prohibited in all departments and buildings. Smoking is not allowed within 20 feet of the main entrance to any facility or in any piece of city equipment.
- Alcohol and drugs (controlled substances) are not allowed at the worksite. **DO NOT** come to work under the influence of alcohol, controlled substances, prescription medications which alter your ability to safely perform work, or recreational marijuana, or use them at work. Failure to comply with this rule can result in immediate discharge.
- Report every accident. If you become ill or injure yourself at work report it immediately to your supervisor.
- Unless you are an electrician do not tamper with electrical circuits or switches.
- Horseplay, throwing objects and/or fighting at work will not be tolerated.
- **DO NOT** attempt to lift or push objects that may be too heavy for you. Ask for help when needed or use appropriate carts, dollies, etc.
- Keep your workstation clean, neat and free of clutter. Keep the floors clean and wipe up any and all spills immediately.
- Make safety a part of your job everyday. Report all unsafe conditions or hazards to your supervisor immediately.
- Falls are the most common office injury. Pay close attention to slip, trip and fall hazards.
- Keep cords and wires clear of walkways.
- When using stairs hold on to the handrails.
- When it is necessary to access high shelves, use a ladder or step stool. **DO NOT** use chairs or boxes to stand on.
- Before using a ladder check to see that safety feet are free from defects. Have another employee hold the bottom of the ladder if there is danger of slipping.
- **DO NOT** overload electrical circuits.
- All City employees need to be familiar with emergency procedures and rules for evacuation. To report all life threatening emergencies, call 911 immediately.
- **DO NOT** attempt to operate or make repairs to office equipment unless you have been trained to do so.

- Report any frayed or damaged electrical cords.
- Use chemicals cautiously and be sure to read the MSDS and labels. Hazardous chemicals that may be found in our workplace include cleaning fluids, photocopier inks, toner cartridges and liquid paper.
- An MSDS must be available for every chemical used in each department.

10-2 Occupational Safety and Health Administration (OSHA)

Upon arrival or notification by an OSHA Inspector, the following protocols must be followed:

- Ask for an identification badge in order to verify that the person is an OSHA Inspector
- Immediately contact the HR Department for assistance and guidance; preferably have the OSHA Inspector call HR directly to coordinate any inspections with the applicable department
- Take the inspector to an office and/or conference room until HR arrives
- Do not discuss the reason for the visit with the inspector until HR arrives, unless otherwise directed to do so after consulting with HR
- Document and record everything the inspector does
- Immediately upon written notification from OSHA, contact and fax all related documents to HR for assistance

SECTION 11

COVID-19 Supplement

11-1 Supplement

This COVID-19 IIPP Supplement has been established in accordance with the Cal/OSHA Interim General Guidelines on Protecting Workers from COVID-19 and the Injury & Illness Prevention Program (Title 8 Section 3203) requirements.

Under the IIPP hazard assessment requirements, it has been determined exposure to the COVID-19 virus is a potential hazard in our workplace. Therefore, infection control measures as directed in the Cal/OSHA mandatory guidance have been developed and implemented.

11-2 Responsibilities

The Safety Officer/Human Resources has the authority and responsibility for:

- Implementing the infection control measures as outlined in this supplement
- Ensuring the outlined sanitation and disinfection efforts are conducted
- Conducting regular inventories to ensure all needed supplies and personal protective equipment (PPE) are available
- Making certain COVID-19 training (as outlined in the training section) is conducted and documented for all employees
- Ensuring our entity is aware of, and complying with, the COVID-19 employee requirements in the Families First Coronavirus Response Act

Department Heads & Supervisors

Department Heads and Supervisors are responsible for implementing and maintaining the infection control measures in their work areas. They are responsible for answering employee questions and setting a good example by following the guidance in this supplement. Department Heads and Supervisors must ensure all employees received training identified by the Safety Officer/Human Resources and must also identify necessary PPE for their area of responsibility.

Employees

All employees are responsible for understanding and following the infection control measures and for asking questions when direction is unclear. Employees are expected to report any unsafe conditions to their supervisor. Employees are also expected to wear PPE as appropriate.

11-3 Compliance

Our primary goal is to prevent the spread of COVID-19 and protect our employees and customers. All managers, supervisors, and employees are required to strictly adhere to all the outlined infection control measures in this supplement. Our compliance measures include, but are not limited to, the following:

- Informing employees of these requirements in a readily understandable language
- Training all employees on the infection control measures
- Disciplining employees for failure to comply with the requirements in this supplement

11-4 Communication

All employees will be trained on the infection control measures in a form readily understandable by all. Our communication system encourages all employees to inform their managers and supervisors of any unsafe working conditions without fear of reprisal. Employees can report COVID-19 specific or any workplace hazards anonymously by calling the Employee Reporting Line at 1-800-576-5262 or visiting the anonymous reporting website at www.employeeprotectionline.com and entering Entity Code 10129.

11-5 Hazard Assessment & Infection Control Measures

The IIPP regulation requires us to conduct a hazard assessment to identify, evaluate, and implement control measures whenever we are made aware of a new or previously unrecognized hazard. It has been determined that exposure to the COVID-19 virus is a potential hazard in our workplace. Therefore, infection control measures as directed in the Cal/OSHA mandatory guidance have been developed and implemented.

11-6 Infection Control Measures

Administrative Controls

- Consistent with normal illness prevention practices, employees who are ill must stay home to prevent the spread of illness within the workplace.
- Employees will be immediately relieved of duty if they have a cough, fever, difficulty breathing, chills, muscle pain, headache, sore throat, or recent loss of taste or smell.
- The City will follow Centers for Disease Control (CDC) guidance on when ill employees should return to work. The most recent guidance, dated June 7, 2020, provides that employees who are out ill with fever or respiratory symptoms are not allowed to return to work until both of the following occur:
 - At least three full days pass with no fever (without the use of fever-reducing medications) and no acute respiratory illness symptoms; and
 - At least 10 days pass since the symptoms first appeared.
 - The above may be modified by the Safety Officer/Human Resources should the CDC provide updated guidance. Current guidance can be found on the California Department of Public Health COVID-19 Workplace Outbreak Employer Guidance page:
<https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/Workplace-Outbreak-Employer-Guidance.aspx>
- Also consistent with CDC guidance on minimum criteria for employees to return to work, employees who have direct, close contact with a known COVID-19 positive case must quarantine at home for fourteen (14) days, regardless of testing status. Direct, close contact will be as defined by CDC on their COVID-19 Public Health Guidance for Community-Related Exposure page, found here: <https://www.cdc.gov/coronavirus/2019-ncov/php/public-health-recommendations.html>
- Employees who return to work following an illness are required to report any recurrence of symptoms.
- Teleworking options will be supported when appropriate, meaningful work can be identified.
- Non-essential travel will be suspended until further notice (conferences, off-site training, etc.). Essential travel is subject to the approval of the City Manager.

Physical Distancing

- Physical distancing will be practiced by using video or telephonic meetings when possible.
- In-person meetings may only be held when social distancing can be maintained.
- A distance of at least 6 feet between persons will be maintained at the workplace when possible.
- Shared workspaces (desks, offices, and cubicles) and work items (phones, computers, other work tools and equipment) will be avoided when possible. If workspaces and work items must be shared, they will be cleaned and disinfected before and after use.

Face Covering

Employees will be provided with cloth face covers or encouraged to use their own face covers whenever they may be in workplaces with other persons. Cloth face coverings are not PPE, but combined with physical distancing of at least six feet, they may help prevent infected persons without symptoms from unknowingly spreading COVID-19.

Per California Public Health Guidance as of June 18, 2020, employees must wear face coverings when they are engaged in work, whether at the workplace or performing work off-site, when:

- Interacting in-person with any member of the public;

- Working in any space visited by members of the public, regardless of whether anyone from the public is present at the time;
- Working in any space where food is prepared or packaged for sale or distribution to others;
- Working in or walking through common areas, such as hallways, restrooms, break rooms, stairways, elevators, and parking facilities;
- In any room or enclosed area where other people (except for members of the person's own household or residence) are present when unable to physically distance.

Cleaning & Disinfection

Procedures have been established to routinely clean and disinfect commonly touched objects and surfaces such as elevator buttons, handrails, copy machines, faucets, and doorknobs. These procedures should include:

- Using disinfectants that are EPA-approved for use against the virus that causes COVID-19.
- Providing EPA-registered disposable wipes for employees to wipe down commonly used surfaces before use.
- Following the manufacturer's instructions for all cleaning and disinfection products (e.g., safety requirements, PPE, concentration, contact time).
- Ensuring there are adequate supplies to support cleaning and disinfection practices.

Confirmed Cases of Employee Exposure to COVID-19

If an employee is confirmed to have COVID-19 infection, the following measures will take place in addition to any other noted controls:

- Inform employees who may have had direct contact with the COVID-19 positive individual of their possible exposure to COVID-19 in the workplace, but maintain confidentiality as required by the Americans with Disabilities Act (ADA) and the California Department of Fair Employment and Housing.
- Temporarily close the general area where the infected employee worked until cleaning is completed.
- Conduct deep cleaning of the entire general area where the infected employee worked and may have been, including breakrooms, restrooms and travel areas, with a cleaning agent approved for use by the EPA against coronavirus.
 - Any person cleaning the area will be equipped with the proper PPE for COVID-19 disinfection in addition to PPE required for cleaning products.

Engineering Controls for Customer Service Areas

For employees who have frequent contact with the public, the following measures will be implemented that take into account the possibility that the public is a possible contamination source, including:

- Conducting frequent cleaning and disinfection of surfaces touched by the public such as credit card machines, touch screens, doorknobs, etc.
- Where feasible, employees who have frequent interaction with the public will be protected with engineering controls such as Plexiglas screens, tables, or other physical barriers, or spatial barriers of at least six feet.
- If exposures to the general public cannot be eliminated with engineering controls, customers will be required or encouraged to wear face coverings and practice physical distancing.
- Employees will be encouraged to frequently wash their hands with soap and water for 20 seconds.
- Hand sanitizer stations will be provided.
- Physical distancing will be enforced by limiting the number of customers in the space, where feasible.

- Disposable gloves will be offered to employees who handle items touched by the public.

11-7 Hazard Correction

Any reported COVID-19 related unsafe or unhealthy work conditions, practices, or procedures will be investigated and, if warranted, corrected in a timely manner.

11-8 Accident/Incident Investigations

Accident/incident investigations, for potentially work-related COVID 19 illnesses, will be conducted as required by Cal/OSHA.

Cal/OSHA's reporting requirements are outlined at <https://www.dir.ca.gov/dosh/coronavirus/Reporting-Requirements-COVID-19.html>

Cal/OSHA's Q&A on Executive Order N-62-20 is available at <https://www.dir.ca.gov/dwc/Covid-19/FAQs.html>

11-9 Training

All employees will receive training in a language that is readily understandable to them. Training will include a review of this IIPP - COVID-19 Supplement and the following topics:

- General description of COVID-19, symptoms, when to seek medical attention, how to prevent its spread, and the employer's procedures for preventing its spread at the workplace.
- How an infected person can spread COVID-19 to others even if they are not sick.
- How to prevent the spread of COVID-19 by using cloth face covers, including:
 - CDC guidelines that everyone should use cloth face covers when around other persons.
 - How cloth face covers can help protect persons around the user when combined with physical distancing and frequent hand washing.
 - Information that cloth face covers are not protective equipment and do not protect the person wearing a cloth face cover from COVID-19.
 - Instructions on washing and sanitizing hands before and after using face coverings, which should be washed after each shift.
- Cough and sneeze etiquette.
- Washing hands with soap and water for at least 20 seconds after interacting with other persons and after contacting shared surfaces or objects.
- Avoiding touching eyes, nose, and mouth with unwashed hands.
- Avoiding sharing personal items with co-workers (i.e., dishes, cups, utensils, towels).
- Providing tissues, no-touch disposal trash cans, and hand sanitizer for use by employees.
- Safely using cleaners and disinfectants, which includes:
 - The hazards of the cleaners and disinfectants used at the worksite.
 - Wearing PPE (such as gloves).
 - Ensuring cleaners and disinfectants are used in a manner that does not endanger employees.

11-10 Record Keeping

All COVID-19 related training records, inspections, and investigations will be maintained as outlined in our IIPP Document Retention section.

**FORM 1 INJURY AND ILLNESS PREVENTION PROGRAM
EMPLOYEE SAFETY ORIENTATION**

Employees Name: _____

Date: _____

Department: _____

Division: _____

The following items should be discussed during orientation with a supervisor/manager: *(Check Off (✓) each item discussed.)*

- Company safety policies and programs *(Employee was given a copy of the Injury and Illness Prevention Program as well as the Departmental IIPP. Content was discussed by the supervisor or safety representative and the employee was required to read, understand and sign it.)*
- Location of Safety Posters *(OSHA poster), Company Nurse Flyer and Employee Protection Line*
- Safety rules both general and specific to job assignment
- Safety rule enforcement policy
- Where, when and how to report injuries
- Where, when and how to report unsafe conditions
- Review of fire and emergency evacuation plan
- Location and use of fire extinguishers
- Location of all exits and stairways *(caution when using stairs: use handrails)*
- Requirements for safe work clothing and footwear
- Importance of housekeeping *(clean up spills immediately, etc.)*
- Location of first aid kit/supplies
- Special job hazards *(hazardous equipment or chemicals such as liquid paper, toner cartridges, etc.)*
- Location of MSDS
- Proper lifting procedures *(include demonstration)*
- Employee is certified in the following: *(Please indicate if employee is certified in first aid, CPR and include expiration date.)*

Employee Signature: _____ Date: _____

Supervisor Signature: _____ Date: _____

FORM 2

**INJURY AND ILLNESS PREVENTION PROGRAM
JOB SAFE PRACTICE ORIENTATION**

Employee Name: _____

Job Title: _____

Department: _____

- New Hire
- Transfer/Change

Date: _____

Supervisor Name: _____

SECTION I - FACILITY DISCUSSION *(Please check-off {✓} all items reviewed)*

- Location of Safety Bulletin Boards/Posters
- Location of all exits, stairs
- Location and proper use of all fire extinguishing equipment
- Location and use of alarms *(how and when to activate)*
- Location of first aid supplies
- Emergency evacuation procedures
- Proper storage of supplies *(i.e., use foot stools or ladders for hard to reach areas; **DO NOT** use chairs or boxes for hard to reach areas)*

Date completed: _____

Supervisor's signature: _____

SECTION II - TOOLS, MACHINES, AND EQUIPMENT

In addition to a thorough discussion of safety rules, regulations and practices, supervisors are required to conduct "hands on" demonstration(s) on the safe use of ALL tools, machines and equipment to be used by City employees.

TOOL, MACHINE, OR EQUIPMENT NAME	DATE	SUPERVISOR'S INITIALS
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

Date completed: _____

Supervisor's signature: _____

I have received demonstration(s) on the safe use of the tools, machines and equipment listed above and I am aware that the use of guards and safety devices are MANDATORY. I understand that I may be subject to corrective action if I attempt to operate any tool, machine, or equipment that is locked-out, tagged-out, being repaired or is otherwise designated as "out-of-service".

Employee's signature: _____ Date: _____

FORM 3

**INJURY AND ILLNESS PREVENTION PROGRAM
SAFETY TRAINING ATTENDANCE SHEET**

TRAINING TOPIC: _____

TRAINING PRESENTED BY: _____ DATE: _____

SPECIFIC ITEMS DISCUSSED:

THOSE IN ATTENDANCE

	NAME (<i>print</i>)	DEPARTMENT/DIVISION	SIGNATURE
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____
7.	_____	_____	_____
8.	_____	_____	_____
9.	_____	_____	_____
10.	_____	_____	_____
11.	_____	_____	_____
12.	_____	_____	_____
13.	_____	_____	_____
14.	_____	_____	_____
15.	_____	_____	_____
16.	_____	_____	_____
17.	_____	_____	_____
18.	_____	_____	_____
19.	_____	_____	_____
20.	_____	_____	_____

Attach any worksheets that were used or discussion outlines

FORM 4

**INJURY AND ILLNESS PREVENTION PROGRAM
EMPLOYEE REPORT OF UNSAFE CONDITION OR HAZARD**

Name: *(optional)* _____

Department: _____

Job Title: *(OPTIONAL)* _____

1. Date and time the condition or hazard was observed: _____

2. Description of unsafe condition or hazard:

3. Location of unsafe condition or hazard:

4. What changes would you recommend to correct the condition or hazard?

Employee signature: *(optional)* _____

Date: _____

Submit to Supervisor or Human Resources

FORM 5

**INJURY AND ILLNESS PREVENTION PROGRAM
MANAGEMENT/SAFETY COMMITTEE INVESTIGATION OF
EMPLOYEE REPORT OF UNSAFE CONDITION OR HAZARD**

1. Name of person investigating unsafe condition or hazard: _____

2. Documented Observations:

3. Results of investigation? Attach additional sheets if necessary:

4. Recommended Action(s) to be taken to correct hazard or unsafe condition:

Signature of Investigating Party: _____

Date: _____

FORM 5

**INJURY AND ILLNESS PREVENTION PROGRAM
MANAGEMENT/SAFETY COMMITTEE INVESTIGATION OF
*EMPLOYEE REPORT OF UNSAFE CONDITION OR HAZARD***

Attach photos, diagrams, and any other relevant material to demonstrate depth of the investigation

FORM 6

**INJURY AND ILLNESS PREVENTION PROGRAM
SAFETY INSPECTION REPORT**

Location: *(Department/Division)* _____

Date of inspection: _____

Inspection conducted by: _____

Purpose of Safety Inspections: To identify and abate hazardous conditions and unsafe practices.

Procedure: The individual conducting the inspection should answer all questions listed and provide detailed comments on all problem or potential problem areas. The completed checklist is to be submitted to the Safety Committee Member of that department for follow-up and maintained by the department and available to the Safety Officer upon request.

POSTING REQUIREMENTS:

QUESTION	YES	NO	COMMENTS
➤ Are updated OSHA notices posted on employee bulletin boards?	<input type="checkbox"/>	<input type="checkbox"/>	_____ _____ _____
➤ Are emergency telephone numbers posted for police, fire and ambulance?	<input type="checkbox"/>	<input type="checkbox"/>	_____ _____ _____

FORM 6

**INJURY AND ILLNESS PREVENTION PROGRAM
SAFETY INSPECTION REPORT**

SAFETY:

QUESTION	YES	NO	COMMENTS
➤ Are there an adequate number of exits provided?	<input type="checkbox"/>	<input type="checkbox"/>	<hr/> <hr/> <hr/>
➤ Are all exits properly marked?	<input type="checkbox"/>	<input type="checkbox"/>	<hr/> <hr/> <hr/>
➤ Are exits free from obstructions?	<input type="checkbox"/>	<input type="checkbox"/>	<hr/> <hr/> <hr/>
➤ Are the aisles and work areas kept clean and free of tripping hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<hr/> <hr/> <hr/>
➤ Is the width of the aisle at least 28 inches?	<input type="checkbox"/>	<input type="checkbox"/>	<hr/> <hr/> <hr/>

FORM 6

**INJURY AND ILLNESS PREVENTION PROGRAM
SAFETY INSPECTION REPORT**

ELECTRICAL:

QUESTION	YES	NO	COMMENTS
➤ Are extension cords and plugs properly grounded?	<input type="checkbox"/>	<input type="checkbox"/>	<hr/> <hr/> <hr/>
➤ Is the use of extension cords limited?	<input type="checkbox"/>	<input type="checkbox"/>	<hr/> <hr/> <hr/>
➤ Of the extension cords being used are the overall conditions of the cords satisfactory?	<input type="checkbox"/>	<input type="checkbox"/>	<hr/> <hr/> <hr/>



FIRE PROTECTION (IF APPLICABLE):

QUESTION	YES	NO	COMMENTS
➤ Are all flammable chemicals properly stored in an approved flammable storage cabinet?	<input type="checkbox"/>	<input type="checkbox"/>	_____ _____ _____
➤ Are there an adequate amount of fire extinguishers available?	<input type="checkbox"/>	<input type="checkbox"/>	_____ _____ _____
➤ Are fire extinguishers inspected annually?	<input type="checkbox"/>	<input type="checkbox"/>	_____ _____ _____
➤ Are "No Smoking" signs posted and enforced?	<input type="checkbox"/>	<input type="checkbox"/>	_____ _____ _____
➤ Are all employees instructed in the proper use of fire fighting equipment?	<input type="checkbox"/>	<input type="checkbox"/>	_____ _____ _____

STAIRS:

QUESTION	YES	NO	COMMENTS
➤ Is the lighting adequate?	<input type="checkbox"/>	<input type="checkbox"/>	_____ _____ _____
➤ Are the handrails secured?	<input type="checkbox"/>	<input type="checkbox"/>	_____ _____ _____



FLOORS:

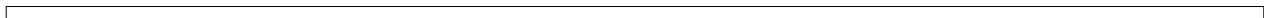
QUESTION	YES	NO	COMMENTS
➤ Are all walking and working surfaces kept clear?	<input type="checkbox"/>	<input type="checkbox"/>	<hr/> <hr/> <hr/>
➤ Are all holes and/or damage to carpets repaired or covered?	<input type="checkbox"/>	<input type="checkbox"/>	<hr/> <hr/> <hr/>

LADDERS AND STEP STOOLS:

QUESTION	YES	NO	COMMENTS
➤ Is the proper type available for use?	<input type="checkbox"/>	<input type="checkbox"/>	<hr/> <hr/> <hr/>
➤ Are the ladders and/or step stools used in good condition?	<input type="checkbox"/>	<input type="checkbox"/>	<hr/> <hr/> <hr/>
➤ Are ladders and/or step stools used instead of chairs, boxes, etc.?	<input type="checkbox"/>	<input type="checkbox"/>	<hr/> <hr/> <hr/>

FIRST AID:

QUESTION	YES	NO	COMMENTS
➤ Are all first aid kits fully stocked and readily available to all	<input type="checkbox"/>	<input type="checkbox"/>	<hr/> <hr/>



employees?

**EMERGENCY EVACUATION
PLAN**

QUESTION	YES	NO	COMMENTS
➤ Is there a written Emergency Evacuation Plan?	<input type="checkbox"/>	<input type="checkbox"/>	<hr/> <hr/> <hr/>
➤ Is the plan communicated to all employees?	<input type="checkbox"/>	<input type="checkbox"/>	<hr/> <hr/> <hr/>
➤ Are the Emergency Evacuation Maps posted within the department?	<input type="checkbox"/>	<input type="checkbox"/>	<hr/> <hr/> <hr/>

General Remarks or Observations:

FORM 7

**INJURY AND ILLNESS PREVENTION PROGRAM
SUPERVISOR'S INVESTIGATION REPORT**

DEPARTMENT NAME: _____

LOCATION/ADDRESS (*where injury occurred*): _____

NAME OF INJURED EMPLOYEE: _____

JOB TITLE OF INJURED EMPLOYEE: _____

DATE OF INJURY: _____ TIME OF INJURY: _____ a.m./p.m.
(*circle one*)

DID INJURED EMPLOYEE RETURN TO WORK? YES NO

DATE EMPLOYEE RETURNED TO WORK: _____

NATURE OF INJURY (*scratch, cut, bruise, etc.*):

PART OF THE BODY INJURED (*left ring finger, right ankle, etc.*):

WHERE AND HOW DID THE ACCIDENT HAPPEN? (*please be specific*)

INJURY LOCATION DIAGRAM:

FORM 7

**INJURY AND ILLNESS PREVENTION PROGRAM
SUPERVISOR'S INVESTIGATION REPORT**

WAS EMPLOYEE PERFORMING IN THE LINE OF DUTY? YES NO

WHAT PERSONAL PROTECTIVE EQUIPMENT (PPE) WAS EMPLOYEE WEARING AT THE TIME OF THE ACCIDENT? _____

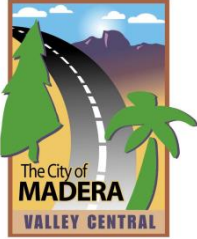
SPECIFY MACHINE TOOL, OBJECT, OR SUBSTANCE CONNECTED WITH ACCIDENT *(if none specify none)*:: _____

MEASURES RECOMMENDED TO PREVENT A SIMILAR ACCIDENT:

SUPERVISOR'S NAME AND TITLE *(please print)*: _____


SUPERVISOR'S SIGNATURE:: _____ DATE: _____

PLEASE RETURN COMPLETED FORM TO HUMAN RESOURCES DEPARTMENT



REPORT TO CITY COUNCIL

Approved by:



Dino Lawson, Chief of Police



Arnoldo Rodriguez, City Manager

Council Meeting of: August 5, 2020

Agenda Number: B-5

SUBJECT:

Use agreement with the City of Kerman for the use of its shooting range

RECOMMENDATION:

Approve a minute order authorizing the Chief of Police to sign the use agreement allowing the Madera Police Department to use the City of Kerman shooting range

SUMMARY:

The City of Kerman (Kerman) Range is currently used by the Madera Police Department (MPD) for the majority range training. The use agreement is required to continue the use of the range facility.

DISCUSSION:

The prior use agreement between the Kerman and MPD contained a sunset clause that has passed. A new use agreement is required for the MPD to continue to conduct training events at the Kerman Range. By policy, Madera Police Officers are required to attend quarterly range training. Having access to a nearby range facility is imperative to accomplishing MPD's mission of fielding professional, highly-trained officers. The MPD has benefited from the use of the Kerman Range for over a decade.

FINANCIAL IMPACT:

There is no fiscal impact for continuing to use the Kerman Range, given that the Kerman allows MPD to train at no cost. Other range facilities in the area typically charge. For example, the Fresno Police Department Regional Training Center costs approximately \$1,200 per quarter for range training.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Accepting a minute order authorizing the Chief of Police to sign a use agreement for the City of Kerman Range does not conflict with our Vision Madera 2025 plan.

ALTERNATIVES:

As an alternative, Council may:

- Not approve a minute order allowing the Chief of Police to sign the use agreement.
- Request that the Madera Police Department use an alternative range.

ATTACHMENTS:

1. Agreement

Attachment 1

Use Agreement

AGREEMENT FOR USE OF CITY OF KERMAN PROPERTY

Use of Range Facility by City of Madera Police Department

This agreement for use of City of Kerman Property ("Agreement") is made and entered into by and between the City of Kerman, a municipal corporation ("City") and the City of Madera Police Department (hereinafter "Permittee"). City and Permittee may be collectively referred to herein as "parties."

RECITALS

- A. The City is the owner of the real property located in the City of Kerman, described as the Range Facility, located to the rear of 15485 W. Church Avenue, Kerman, California 93630. The Range Facility is hereby also referred to as "Premises."
- B. The Permittee has requested permission from the City to enter the Premises for the purposes identified in this Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS IDENTIFIED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. **PERMISSION TO ENTER.** The City hereby grants permission to Permittee (including its officers, employees, and agents) to enter the Premises in accordance with the terms of this Agreement, for the purpose of training on date and times to be mutually agreed upon by the parties. Permittee is solely responsible for supplying all appropriate equipment and materials convenient or necessary to utilize the Range Facility for training. Permittee is solely responsible for conducting the training and ensuring the safety of the participants in conjunction with the use of the Premise by Permittee, including providing all necessary personnel.
2. **TERM.** The term of this Agreement shall be for one year commencing upon full execution of this Agreement by the parties.
3. **PAYMENT.** No payment is required.
4. **RELATIONSHIP BETWEEN THE PARTIES.** Permittee is, and at all times shall remain, an independent contractor solely responsible for all acts of its employees, agents, or contractors, including any negligent acts or omissions. Permittee is not City's agent, and shall have no authority to act on behalf of the City, or to bind the City to any obligation whatsoever, unless the City provides prior written authorization to Permittee.
5. **COMPLIANCE WITH LAWS.** Permittee shall comply with all applicable legal requirements including all federal, state, and local laws (including ordinances and resolutions), whether or not said laws are expressly stated in this Agreement.

INSURANCE. Permittee shall, throughout the duration of this Agreement, maintain insurance to cover Permittee (including its agents, representatives, contractors, and employees) in connection with the performance under this Agreement. This Agreement identifies the minimum insurance levels with which Permittee shall comply; however the minimum insurance levels shall not relieve Permittee of any other performance responsibilities under this Agreement (including all indemnity requirements), and Permittee may carry, at its own expense, any additional insurance it deems necessary or prudent. Concurrently with the execution of this Agreement by the Permittee, and prior to the commencement of any services, the Permittee shall furnish written proof of insurance (certificates and endorsements), in a form acceptable to the City.

6. Permittee shall provide substitute written proof of insurance no later than thirty (30) days prior to the expiration date of any insurance policy required by this Agreement.

a. **Minimum Insurance Levels.** Permittee shall maintain insurance at the following minimum levels:

i. **Commercial General Liability.** (with coverage at least as broad as ISO form CG 00 01 01 96) coverage in an amount not less than \$2,000,000 general aggregate and \$1,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

ii. **Automobile Liability.** (with coverage at least as broad as ISO form CA 00 01 07 97, for "any auto") coverage in an amount not less than \$1,000,000 per accident for bodily injury and property damage.

iii. **Workers' Compensation.** coverage as required by the state of California.

b. **Endorsements.** The insurance policies shall be endorsed as follows:

i. For the commercial general liability insurance, the City (including its elected officials, employees, and agents) shall be named as insured, and the policy shall be endorsed with a form at least as broad as ISO form CG 20 10 11 85.

ii. Permittee's insurance is primary to any other insurance available to the City with respect to any claim arising out of this Agreement. Any insurance maintained by the City shall be in excess of the Permittee's insurance and shall not contribute with it.

iii. Permittee's insurance will not be canceled, limited, or allowed to expire without renewal until after thirty (30) days written notice has been given to the City.

c. **Qualifications of Insurers.** All insurance companies providing coverage to Permittee shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact business of insurance in the State of California, and shall have an A.M. Best's rating of not less than "A:VII."

7. **REPORTING DAMAGES.** If any damage (including death, personal injury or property damage) occurs in connection with the performance of this Agreement, Permittee shall immediately notify the Kerman Police Department by telephone at 846-8800 and Permittee shall promptly submit to the City's Authorized Representative a written report (in a form acceptable to the City) with the following information: (a) a detailed description of the damage (including the name and address of the injured or deceased person(s), and a description of damaged property; (b) name and address of witnesses, and (c) name and address of any potential insurance companies.

8. **INDEMNIFICATION.** Permittee shall indemnify, hold harmless, and defend the City and its elected officials, officers, employees, agents and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature resulting or arising from performance or failure to perform under this agreements with the exception of the sole negligence or willful misconduct of the City.

9. **ASSIGNMENT AND DELEGATION.** This Agreement, and any portion thereof, shall not be assigned or transferred, nor shall any of the Permittee's duties be delegated, without the written consent of the City. Any attempt to assign or delegate this Agreement without the written consent of the City shall be void and of no force or effect. A consent by the City to one assignment shall not be deemed to be a consent to any subsequent assignment.

10. **WAIVERS.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

11. **NOTICES.** All notices required or contemplated by this Agreement shall be in writing and shall be delivered to the respective party as set forth in this section. Communications shall be deemed to be effective upon the first to occur of: (a) actual receipt by a party's Authorized Representative, or (b) actual receipt at the address designated below, or (c) three working days following deposit in the United States Mail of registered or certified mail sent to the address designated below. The Authorized Representative of either party may modify their respective contact information identified in this section by providing notice to the other party.

TO: City
Attn: John Golden
City of Kerman Police Department
850 S. Madera Ave.
Kerman, CA 93630

TO: Permittee
Attn: Dino Lawson
City of Madera Police Department
330 S. C Street
Madera, CA 93637

12. **HEADINGS.** The heading titles for each section of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.

13. **SEVERABILITY.** If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or

unenforceable, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this paragraph shall not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.

14. **GOVERNING LAW, JURISDICTION, AND VENUE**. The interpretation, validity, and enforcement of this Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Fresno.
15. **ATTORNEYS' FEES**. In the event any legal action is commenced to enforce this Agreement, the prevailing party is entitled to reasonable attorneys' fees, costs, and expenses incurred.
16. **MODIFICATIONS**. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.
17. **CONFLICTS**. If any conflicts arise between the terms and conditions of this Agreement and the terms and conditions of the attached exhibits or any documents expressly incorporated, the terms and conditions of this Agreement shall control.
18. **ENTIRE AGREEMENT**. This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the work described herein. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complimentary; what is called for in one is binding as if called for in all.
19. **SIGNATURES**. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Permittee and the City. This Agreement shall inure to the benefit of and be binding upon the parties herein and their respective successors and assigns.

IN WITNESS WHEREOF, the City and Permittee do hereby agree to the full performance of the terms set forth herein.

CITY OF KERMAN

**CITY OF MADERA POLICE
DEPARTMENT**

By: John Jansons

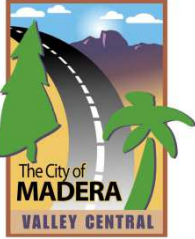
By: Dino Lawson

Title: City Manager

Title: Chief of Police

Date:

Date:

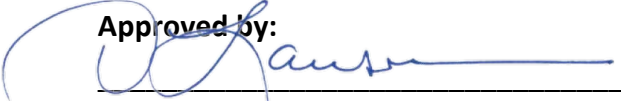


REPORT TO CITY COUNCIL

Approved by:

Council Meeting of: August 5, 2020

Agenda Number: B-6


Dino Lawson, Chief of Police


Arnaldo Rodriguez, City Manager

SUBJECT:

Acceptance of a grant award from the Bureau of Justice Assistance Coronavirus Emergency Supplemental Funding program for the Police Department

RECOMMENDATION:

Adopt Resolutions:

1. To accept the grant award in the amount of \$100,599 on behalf of the City
2. Amending the City's 2020/21 Budget to reflect revenues and expenditures related to the grant

SUMMARY:

On June 6, 2020, the City of Madera (City) received notification from the Bureau of Justice Assistance (BJA) it was a recipient of the Coronavirus Emergency Supplemental Funding (CESF) program grant in the amount of \$100,599. If accepted, funds will be used to hire one Police Officer and purchase three Motorola radios, consistent with the grant application as submitted.

DISCUSSION:

The BJA allocated a total of \$850 million for the Fiscal Year (FY) 2020 CESF program. The City was allocated \$100,599 as part of the CESF program's FY 2020 solicitation. The requested action by Council is to authorize the Police Chief to accept the grant funds and amend the adopted City budget to account for the new revenues and associated expenditures.

The grant award for \$100,599 will allow the Police Department to support the Emergency Operations Center with respect to the pandemic, along with responding to isolation and quarantine orders. The grant will provide funds for the City to hire one sworn peace officer position. The grant will also allow the department to purchase three Motorola radios that will

increase the number of radios available to both internal staff and other government partners, keeping them connected to Police Department dispatch while making contacts during the COVID-19 pandemic. The City has a relatively large population of homeless that live near the Fresno river, and to help ensure the COVID-19 pandemic does not overwhelm finite City resources, teams comprised of Public Health and Police Officers have been deployed to provide personal protective equipment (PPE) to homeless individuals. Radios were included in the grant request to increase the City's ability to address both officer safety and public health during such outbreaks.

FINANCIAL IMPACT:

Acceptance of the CESF program award will provide \$100,599 in funding to support the community's law enforcement services. The grant will fund a Police Officer I position for one year. Expenses related to continued employment would become the responsibility of the City beginning in year two of employment. The grant will also fund the purchase of three additional radios, which the City will be able to retain for the duration of the equipment's life.

The second resolution contemplated with this report contains the requested budget adjustments and provides the breakdown of proposed expenditures.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The acceptance of the CESF program grant supports the Vision Madera 2025 Plan as follows:

- Strategy 115
 - Economic resources provision: ensure sufficient economic resources to provide adequate City services and prepare for future growth.
- Strategy 115.3
 - Seek and retain grants.
- Strategy 421
 - First Response Emergency Services: Ensure the safety and protection of Madera and its community members through adequate first response to emergencies. Maintain sufficient resources to expand protection as the community grows.

ALTERNATIVES:

Council may decline the grant funds or may request additional information.

ATTACHMENTS:

1. Resolution authoring the Police Chief to accept the BJA CESF grant on behalf of the City of Madera
2. Resolution amending the City of Madera FY 2020/21 Budget
 - A. Line item budget amendments to the Police Department Budget

RESOLUTION NO. 20-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA,
AUTHORIZING THE POLICE CHIEF TO ACCEPT THE GRANT AWARD FROM THE
BUREAU OF JUSTICE ASSISTANCE CORONAVIRUS EMERGENCY SUPPLEMENTAL
FUNDING PROGRAM IN THE AMOUNT OF \$100,599**

WHEREAS, the City of Madera Police Department is responsible for the safety of the citizens of the community; and

WHEREAS, the Madera Police Department spends considerable resources in its efforts to provide frontline law enforcement services to the community; and

WHEREAS, the City Council of the City of Madera supports the efforts of the Madera Police Department to secure resources by the most efficient means possible; and

WHEREAS, the Department of Justice Bureau of Justice Assistance has allocated \$100,599 through the Coronavirus Emergency Supplemental Funding program to the City of Madera Police Department to hire one additional Police Officer I and purchase three additional Motorola radios.

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

1. The foregoing recitals are true and correct.
2. The Police Chief is authorized to accept the grant on the City's behalf and execute all required documents necessary for application approval and receipt of funding.
3. This resolution is effective immediately upon adoption.

* * * * *

RESOLUTION NO. 20-_____

**CONSIDERATION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MADERA, CALIFORNIA, AUTHORIZING AND APPROVING AMENDMENTS TO THE
CITY OF MADERA FISCAL YEAR 2020/2021 BUDGET**

WHEREAS, the City Council has authorized the Police Chief to accept a grant award in the amount of \$100,599 from the Department of Justice Bureau of Justice Assistance Coronavirus Emergency Supplemental Funding program; and

WHEREAS, said grant funds are to be used to pay the salary and benefits for one additional Police Officer I position and purchase three additional Motorola radios; and

WHEREAS, the amendments to the City of Madera Fiscal Year 2020/2021 Budget, listed in Exhibit A, attached hereto, are necessary to account for receipt of the grant funds and related expenditures.

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

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

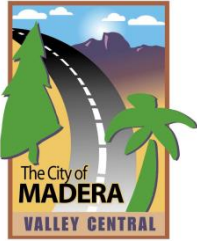
EXHIBIT A

CITY OF MADERA

Budget Appropriation : Res.#20-xx; 08/05/20


2020-2021 Budget Adjustment


FUND	ORG CODE	OBJECT CODE	DESCRIPTION	(+)	(-)
Coronavirus Emergency Supplemental Funding					
4781	47810210	4434	OJP BJA		100,599.00
4781	47810210	5000	Salaries/Fulltime	84,337.00	
4781	47810210	7000	Equipment	16,262.00	
				100,599.00	100,599.00



REPORT TO CITY COUNCIL

Approved by:



Department Director


Arnoldo Rodriguez, City Manager

Council Meeting of: August 5, 2020

Agenda Number: B-7

SUBJECT:

Justice Assistance Grant Program Fiscal Year 2020 Local Solicitation

RECOMMENDATION:

Adopt a Resolution authorizing submission of an application to the Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2020 Local Solicitation in the amount of \$27,514.

SUMMARY:

The goal for submitting this grant application is to receive the City of Madera's (City) allocation of FY 2020 JAG funds in the amount of \$27,514. If approved, the funds will be used to continue modernizing the City's law enforcement camera systems. The Madera Police Department (MPD) views such equipment as vital. These technological improvements would provide the MPD with modern and reliable equipment.

DISCUSSION:

The U.S. Department of Justice makes awards of Edward Byrne Memorial JAG Program funds to State and local governments on a formula basis. The JAG funds support all components of the criminal justice system, from multi-jurisdictional drug and gang task forces to crime prevention and domestic violence programs. The City received notification that it has been awarded \$27,514 as part of the JAG program's FY 2020 solicitation.

MPD has evaluated the needs of the community and is recommending that the funds be allocated towards the enhancement of technology. These resources will allow the MPD to purchase camera equipment and/or other necessary equipment to improve fleet technology for its patrol vehicles.

FINANCIAL IMPACT:

Submission of a JAG application will provide the City with \$27,514 in federal grant funding to support local law enforcement. As a result, it will not adversely affect the General Fund.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Receipt of JAG funding directly supports the following Vision Plan strategies:

- *Strategy 115:*
 - Economic resources provision: ensure sufficient economic resources to provide adequate City services and prepare for future growth.
- *Strategy 115.3*
 - Develop a financial plan to provide appropriate infrastructure to carry out the General Plan update, seek and retain grants, supports appropriate bonds.
- *Strategy 421*
 - First Response Emergency Services: Ensure the safety and protection of Madera and its community members through adequate first response to emergencies.

ALTERNATIVES:

1. The Council may elect to forego submittal of the grant application and utilize other resources for the intended purchase.
2. The Council may direct staff to utilize the JAG funds for an alternative purpose.

ATTACHMENTS:

1. Resolution to authorize application for JAG 2020 Local Solicitation

Resolution 20-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, AUTHORIZING THE SUBMITTAL OF AN APPLICATION TO THE U.S.
DEPARTMENT OF JUSTICE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE
GRANT PROGRAM**

WHEREAS, the City of Madera Police Department (MPD) is responsible for the safety of the citizens of the community; and

WHEREAS, the MPD spends considerable resources in its efforts to provide frontline law enforcement services to the community; and

WHEREAS, the Council of the City of Madera supports the efforts of the Department to secure resources by the most efficient means possible; and

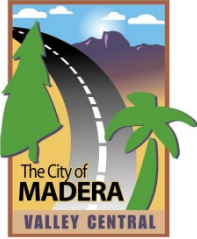
WHEREAS, the Congress of the United States has allocated \$27,514 through the Edward Byrne Memorial Justice Assistance Grant Program to the City of Madera to be used for front line law enforcement services; and

WHEREAS, the MPD intends to utilize the JAG Program funds, if awarded, to enhance its fleet technology.

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

1. The above recitals are true and correct.
2. The City Council authorize the submission of the Edward Justice Assistance Program grant application for the FY 2020 to the U.S. Department of Justice.
3. The Mayor, or his designee, is hereby authorized to execute all required documents to submit and implement the grant.
4. This resolution is effective immediately upon adoption.

* * * * *



REPORT TO CITY COUNCIL

Approved by:

Arnoldo Rodriguez

 Arnaldo Rodriguez, City Manager

Council Meeting of: August 5, 2020

Agenda Number: B-8

SUBJECT:

Letter of support for Senate Bill 795 Building Affordable and Inclusive Communities

RECOMMENDATION:

Approve Minute Order Approving to Support SB 795 Building Affordable and Inclusive Communities (as amended 6/18/2020)

SUMMARY:

The purpose of the support letter for SB 795 stems from the bill's intention create a sustainable state funding source, with the purpose of addressing the homelessness and affordable housing crisis, and jump start local economies. This measure would largely invest in existing programs to quickly get local government the funding they need to address and prevent homelessness and spur the construction of affordable housing. SB 795 would also create two new programs administered by the Office of Business and Economic Development Office (GoBiz) to help local governments with economic recovery and natural disaster preparedness

DISCUSSION:

Specifically, SB 795 would allocate \$2 billion annually for five years to the following programs:

- Multifamily Housing Program - \$500 million
- Infill Incentive Grant Program - \$300 million
- Local Housing Trust Fund Matching Grant Program - \$200 million
- Cal Home Program - \$75 million
- Joe Serna, Jr. Farmworker Housing Grant Fund - \$75 million
- Homeless Housing, Assistance, and Prevention Program - \$665 million
- Climate, Sea Level, and Natural Disaster Program - \$100 million
- Community Economic Development Program - \$95 million

The Homeless Housing, Assistance, and Prevention Program has previously allocated a total of \$2,954,437.15 to the Fresno Madera Continuum of Care (FMCoC), whom serves residents of City

of Madera. An additional \$411,434.26 were allocated to the County of Madera in the past, as the local Madera County Behavioral Health Department receives these grant funds. These dollars help provide much needed services that augment to the coordinated entry system of the community to meet the goal of making homelessness rare, brief, and non-recurring. The 2019 Point-In-Time Count, conducted by the FMCoC, identified 260 unsheltered people experiencing homelessness in Madera, and 96 sheltered people experiencing homelessness.

FINANCIAL IMPACT:

If passed, SB 795 may provide substantial relief to City of Madera residents through grant funds made available through the various programs.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

ALTERNATIVES:

As an alternative, the Council may elect to reject submittal of support letter for SB 795.

ATTACHMENTS:

1. Support Letter for SB 795



August 5, 2020

The Honorable David Chiu, Chair
Assembly Committee on Housing and Community Development
State Capitol Building, Room 4112
Sacramento, CA 95814

**RE: SB 795 (Beall) Building Affordable and Inclusive Communities
Notice of SUPPORT (As amended 6/18/2020)**

Dear Assembly Member Chiu,

The COVID-19 virus and the accompanying public health crisis has created significant new challenges and uncertain fiscal impacts that will last for months and likely years to come. Even with these concerns, we cannot lose focus on addressing the housing affordability and homelessness crisis gripping many communities in California.

The City of Madera is pleased to **support SB 795 (Beall)**, which would create a sustainable state funding source, with the purpose of addressing the homelessness and affordable housing crisis, and jump starting local economies. This measure would largely invest in existing programs to quickly get local government the funding they need to address and prevent homelessness and spur the construction of affordable housing. SB 795 would also create two new programs administered by the Office of Business and Economic Development Office (GoBiz) to help local governments with economic recovery and natural disaster preparedness.

Specifically, SB 795 would allocate \$2 billion annually for five years to the following programs:

- Multifamily Housing Program - \$500 million
- Infill Incentive Grant Program - \$300 million
- Local Housing Trust Fund Matching Grant Program - \$200 million
- Cal Home Program - \$75 million
- Joe Serna, Jr. Farmworker Housing Grant Fund - \$75 million
- Homeless Housing, Assistance, and Prevention Program - \$665 million
- Climate, Sea Level, and Natural Disaster Program - \$100 million
- Community Economic Development Program - \$95 million

For example, City of Madera will benefit from this bill as the Homeless Housing, Assistance, and Prevention Program has previously allocated a total of \$2,954,437.15 to the Fresno Madera Continuum of Care (FMCoC), whom serves residents of City of Madera. An additional \$411,434.26 were allocated to the County of Madera, as the local Madera County Behavioral Health Department receives these grant funds. These dollars help provide much needed services that augment to the coordinated entry system of the community to meet the goal of making homelessness rare, brief, and non-recurring. The 2019 Point-In-Time Count, conducted by the FMCoC, identified 260 unsheltered people experiencing homelessness in Madera, and 96 sheltered people experiencing homelessness.

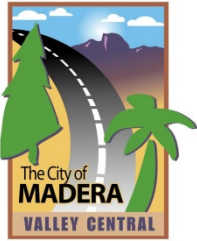
The City of Madera believes the State must invest its limited dollars, in order to build affordable housing, provide essential infrastructure, and create opportunities in underserved communities.

For these reasons, the City of Madera **supports** SB 795.

Sincerely,

Andrew J. Medellin
Mayor
City of Madera

cc. The Honorable Jim Beall
California State Senate - Senator Anna Caballero
California State Assembly – Assembly Member Frank E. Bigelow
Rajveer Rakkar, Regional Public Affairs Manager, League of California Cities
League of California Cities



**CITY OF MADERA
MEMORANDUM**

DATE: July 30, 2020

TO: Honorable Mayor and City Council Members

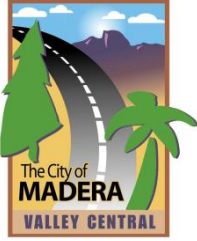
FROM: Gary Conte, Planning Manager

SUBJECT: August 5, 2020 City Council Meeting
Late Distribution of Report for Item B-9

Additional time is needed to complete, review and finalize report for Item B-9 Agreement with Pacific West Communities, Inc. and Related Parties to Ensure Precise Plan Compliance (Downtown Residential – Veterans and Multi-family Housing Projects) before distributing to Council. We apologize for any inconvenience this action may have caused.

Thank you.

cc: City Manager



REPORT TO CITY COUNCIL

Approved by:



Dino Lawson, Chief of Police



Arnaldo Rodriguez, City Manager

Council Meeting of: August 5, 2020

Agenda Number: C-1

SUBJECT:

Weed Abatement within the City

RECOMMENDATION:

Hold a public hearing to consider any objections to the proposed destruction and removal of weeds and adopt a Resolution ordering the abatement of weed nuisances.

SUMMARY:

Upon initial inspection, 362 properties were found in violation. At the time of completion of this report, 13 properties remain in violation. Code Enforcement seeks Council's authorization to abate the properties that remain in violation of the City's Weed Abatement Ordinance pursuant to Madera Municipal Code § 3-15.01.

DISCUSSION:

The parcels that continue to be in violation are identified on Exhibit A. While overgrown weeds are unsightly, they have the potential to become a fire hazard. The Code Enforcement Division took proper steps to notify each property owner by mail of impending weed abatement action on respective properties. The City Clerk also posted notice of the hearing as required.

At this public hearing, property owners may appear and object to the proposed weed abatement by the City. After the hearing and consideration of any objections, the Council may allow or overrule any or all objections.

All charges incurred by the City for the weed abatement services will be included as a special assessment on bills for property taxes levied against the respective lots and parcels of land, which are considered liens on these properties.

FINANCIAL IMPACT:

Over the past four years, Code Enforcement's average expenditure to abate weed nuisances was \$1,200. These funds are ultimately recovered through the lien process.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Strategy 134 – Visual Standards: Establish and enforce visual standards for neighborhoods and businesses in Madera including design review and code enforcement.

Strategy 137 – Code enforcement: promote sound redevelopment and code enforcement practices city-wide.

Action 201.3 – Enforce zoning and redevelopment codes and regulations.

ALTERNATIVES:

If the Council elects to not adopt the resolution, abatement of weed nuisances will not be conducted therefore, properties will remain in violation of the Madera Municipal Code § 3-15.01 constituting fire and safety hazards.

ATTACHMENTS:

1. Resolution
2. Exhibit A

**RESOLUTION NO.
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MADERA AUTHORIZING THE CITY MANAGER OR THEIR
DESIGNEE TO ABATE WEED NUISANCES EXISTING WITHIN
THE CITY OF MADERA**

WHEREAS, On January 7, 2015 the City Council adopted Ordinance 913 C.S. (codified in Madera Municipal Code Chapter 3-15) and declared weeds to be a nuisance; and

WHEREAS, the Ordinance ordered the abatement of that nuisance as called for in § 3-15 of the Madera Municipal Code; and

WHEREAS, the parcels of land listed on Exhibit “A” attached hereto have been inspected; and

WHEREAS, at the time of inspection the parcels were found to be in violation of Madera Municipal Code § 3-15.01; and

WHEREAS, the properties are declared a public nuisance; and

WHEREAS, at the time of reinspection, non-compliant parcels were issued administrative citations; and

WHEREAS, each property owner was notified by mail of the proposed weed abatement action on respective properties and advised them of the date and time for a public hearing on the matter; and

WHEREAS, the City Clerk posted notice of the hearing as required by the Municipal Code; and

WHEREAS, the previous public hearing was rescheduled; and

WHEREAS, each property owner was notified by mail of the new date for the public hearing; and

WHEREAS, City issued to property owner a Notice of Violation in accordance with Madera Municipal Code 3-15.06

WHEREAS, the City Clerk posted notice of the rescheduled hearing; and

WHEREAS, all charges incurred by the City of Madera for the weed abatement services will be included as a special assessment to be collected along with regular property taxes levied against the respective lots and parcels of land; and are considered liens against these properties.

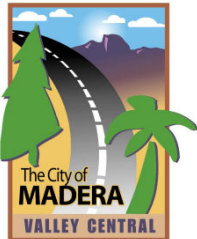
NOW THEREFORE THE CITY COUNCIL OF THE CITY OF MADERA does hereby resolve, find and order as follows:

1. The above recitals are true and correct.
2. The properties listed in Exhibit "A", attached hereto, have been declared a public nuisance.
3. The City Manager or their Designee are hereby authorized to take necessary steps to cause the abatement of the properties listed in Exhibit "A" which is attached and incorporated by reference.
4. This resolution is effective immediately upon adoption.

* * * * *

Exhibit A

PARCEL
003-041-015
003-093-008
003-260-006
004-170-002
004-043-018
007-085-015
010-033-001
011-260-004
012-300-008
012-300-009
012-300-010
012-390-014
013-010-084



REPORT TO CITY COUNCIL

Approved by:

Roger Sanchez, Director of Finance

Arnoldo Rodriguez, City Manager

Council Meeting of: August 05, 2020

Agenda Number: D-1

SUBJECT:

Amendment to Madera Municipal Code Relating to Deposits for Utility Services

RECOMMENDATION:

Waive full reading and introduce Ordinance of the City of Madera, California amending Title VIII: Finance, Revenue, and Taxation, Chapter 7: Municipal Utilities, Section 8-7.06 (C) and (D) of the Madera Municipal Code Relating to Deposits for Utility Services

SUMMARY:

The proposed ordinance update to Section 8-7.06 (D) of Chapter 7: Municipal Utilities of the Madera Municipal Code will allow for the City to automatically apply deposits collected at the beginning of service to a Utility service account following the required one-year period, so long as the account holder meets all other criteria.

DISCUSSION:

The Utility Billing division is currently in process of converting software systems from A-MAIS Technologies to Tyler Technologies and is using this time to revisit the City’s current policies and procedures.

The current ordinance under consideration reads in part:

- (C) “In the event of non-payment of all or a portion of the utilities bill, the deposit shall be applied against the outstanding charges upon termination of service, as deemed necessary by the Finance Director or his or her designee.”

- (D) “Upon request, deposits shall be applied to a customer’s account after a one-year period: however, if the customer has been delinquent more than once during the one-year period, the deposit will be applied to the account six months after the last delinquent payment, but not sooner than one year from the start date.”

The proposed revision of the ordinance reads as follows:

- (C) “In the event of non-payment of all or a portion of the utilities bill, after notice is given the deposit may be applied against delinquent charges or against outstanding charges upon termination of service, as deemed necessary by the Finance Director or his or her designee”
- (D) “Deposits shall be automatically applied to a customer’s account after a one-year period.”

By changing the ordinance, the City hopes to decrease the deposits on hand, reduce delinquencies and, therefore, reduce number of deposit refunds issued to customers when their services are terminated.

FINANCIAL IMPACT:

There is anticipated savings to the City in interest expense paid to customers on deposits, as well as reducing utility account delinquencies. Additionally, staff time spent on processing refunds will be reduced, allowing for staff time to be redirected to other utility tasks.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The ordinance amendment will further apply to core vision statements of A Well-Planned City by providing services in a fair and systematic manner.

ALTERNATIVES:

The Council may elect to not change the ordinance.

ATTACHMENT:

1. Proposed Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA AMENDING TITLE VIII: FINANCE, REVENUE, AND TAXATION, CHAPTER 7: MUNICIPAL UTILITIES, SECTIONS 8-7.06 (C) and (D) OF THE MADERA MUNICIPAL CODE RELATING TO DEPOSITS FOR UTILITY SERVICES

THE CITY COUNCIL OF THE CITY OF MADERA DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 8-7.06 (C) of the Madera Municipal Code is amended to read as follows:

§ 8-7.06 DEPOSITS FOR UTILITY SERVICES

(C) In the event of non-payment of all or a portion of the utilities bill, after notice is given the deposit may be applied against delinquent charges or against outstanding charges upon termination of service, as deemed necessary by the Finance Director or his or her designee.

SECTION 2. Section 8-7.06 (D) of the Madera Municipal Code is amended to read as follows:

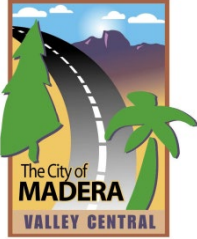
(D) Deposits shall be automatically applied to a customer's account after a one-year period.

SECTION 3. CEQA. The City Council finds this ordinance is not a project under the California Environmental Quality Act because it can be seen with certainty that it will not have a significant effect or physical change to the environment. See Title 14, California Code of Regulations, Section 15061 (b) (3).

SECTION 4. Publication. This ordinance shall be published in accordance with the provisions of Government Code Section 36933.

SECTION 5. Effective Date. This ordinance shall become effective thirty days after its adoption.

* * * * *



REPORT TO CITY COUNCIL

Approved by:



Keith Helmuth, City Engineer



Arnaldo Rodriguez, City Manager

Council Meeting of: August 5, 2020

Agenda Number: D-2

SUBJECT:

Project Cooperation Agreement (Agreement) between the City of Madera (City) and Madera Irrigation District (MID) – Airport Basin

RECOMMENDATION:

Adopt a Resolution approving Agreement Between the City and MID – Airport Basin

SUMMARY:

Madera Irrigation District (MID) has requested that a new agreement for the Airport Basin utilized by the City of Madera (City) be prepared and executed that replaces the existing Conjunctive Use Cooperation Agreement (Conjunctive Agreement) Between the City and MID dated June 21, 2000 and its Supplemental Agreement dated February 5, 2003.

DISCUSSION:

The City and MID entered into a Conjunctive Agreement in 2000 that was later the subject of a supplemental agreement. The purpose of these agreements included but was not limited to:

- Provide a more efficient and effective way of completing future projects
- Enhance the use of local surface and groundwater supplies
- The “then” water system master plan recommended the City have a dialogue with MID with the goal of developing a comprehensive groundwater management plan.

The Conjunctive Agreement has generally met its intent during the time it was active. However, a number of concerns have been identified by MID during the time the agreement has been in effect. It is those concerns that have necessitated a need for a new Agreement.

Those concerns include:

- Need for Better Clarity on Excavation of Dirt – The City’s historical interpretation of the Cooperation Agreement was that the City had the discretion with regard to how dirt would be removed. MID has requested new language that still allows for excavation of dirt. But, unless the need is for City capital projects, the dirt shall be stockpiled for later use by MID. This change will result in either an increased cost to developers or an expense to the storm drainage account as City operating procedure has been to ask developers to remove the amount of dirt necessary to offset the amount of runoff from their site. Thus, making room for additional stormwater storage requirements. This dirt, in many cases, was used by developers to add fill dirt to their construction site. This is not considered a significant impact.
- The Agreement should be based on current contract language that has been used on a number of other agreements between the City and MID or MID and the County of Madera

While there were specific reasons that necessitated the need for the new Agreement, the Agreement does also contain a number of other changes that vary in their impact; most being of minor importance.

The following changes; however, while substantially similar in intent provide a reduced timeframe in which the City might need to vacate the basin should a termination notice be received:

A. TERM OF THE AGREEMENT – COMPARISON TO CONJUNCTIVE AGREEMENT

- **25 years** – Same; current agreement would terminate in eight years on February 5, 2028. New agreement will terminate on August 5, 2045.
- Either party may terminate with two (2) years written notice –
 - **May not be terminated prior to five (5) years after the City has funded and constructed improvements to facilitate delivery** – This provision has likely expired depending on interpretation of which improvements. Initial or every successive addition. Even under a loose interpretation, the provision has expired. MID views it as expired.
 - **Termination shall not occur until City has, using good faith efforts, secured and developed a replacement basin.** MID does not support language such as this as the original language considered too vague and open ended.
- Immediate termination if performance would result in non-compliance with, or a violation of, applicable law or regulation – **Same – Unclear as to provisions with regard to City’s need to develop new basin. MID has indicated that there is a very good argument that City has not “faithfully performed its obligations”.**
- No additional provisions that allow City time to construct a new basin - **Conjunctive Agreement provides time to develop a replacement basin and conveyance system.**

It is important to note, MID staff has been clear that MID has no interest in terminating the agreement and that they value the relationship they have with the City. For the most part the Agreement adheres to the same understanding that the City would have had when the Conjunctive Agreement was first executed. The potential existed then as now that a termination notice could be received by the City. It is the time frame, depending on the reader's interpretation, that has been compressed in which the City would need to redirect flood water; being reduced from five years to two. Should a notice ever be received, staff is currently of the opinion that the City could not vacate in two years. The ability to vacate is predicated on:

- The City's ability to fund the purchase of a new basin and construct new conveyance pipe that would redirect storm runoff to a new basin.
- The ability to purchase nearby land that minimizes the expense of relocating to a new basin

Staff's recommendation is to consider the information provided in this staff report and either approve agreement or provide staff direction.

FISCAL IMPACT:

There is no adverse fiscal impact to the City's General Fund or other Funds by virtue of entering into agreement.

Should the agreement be terminated for any reason, the potential cost to the Storm Drainage Impact Fee (DIF) fund, and the General Fund would vary. At present, termination of the agreement would result in the need to utilize primarily DIF storm drainage funds. If a termination occurred in further into the future after development has occurred on parcels that would rely on this basin, the following might be expected:

- Cost of a replacement basin will have increased.
- Land for use as a basin may be more difficult to acquire as logical choices may be reduced due to ongoing development.
- If DIF fees have not been collected specifically for a replacement basin through inclusion in the DIF program, a portion of the cost may need to be assigned to existing users. If this occurs, the City would need grants, General Fund or some other source of funding in addition to DIF funds.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Approval of this agreement supports:

- *Strategy 101.6* - Ensure infrastructure can sustain population growth in the development of the General Plan.

ALTERNATIVES:

1. Not approve agreement – This would likely result in a notice to vacate being served on the City in accordance with the existing Conjunctive Agreement thus requiring the City to

vacate within five years unless another provision of the Conjunctive Agreement is served upon the City based on non-compliance in which the agreement is immediately terminated. If the agreement is immediately terminated, the Conjunctive Agreement indicates the termination does not occur until the City has secured and developed a replacement basin.

2. Direct staff to pursue further negotiations regarding the timeframes in the Agreement.

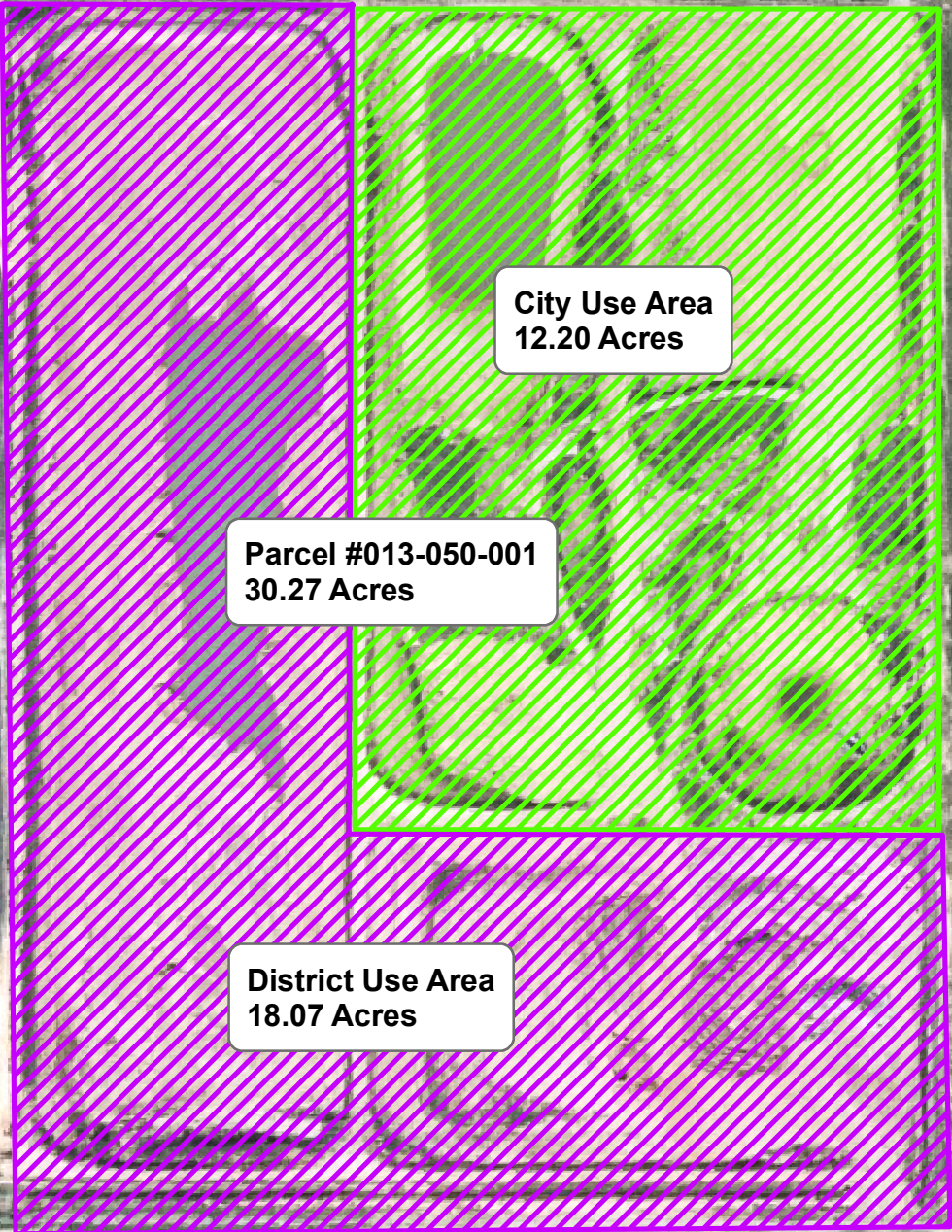
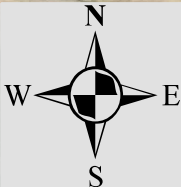
ATTACHMENTS:

1. Location Map
2. Resolution
 - a. Project Cooperation Agreement

ATTACHMENT 1

Location Map

EXHIBIT A



**City Use Area
12.20 Acres**

**Parcel #013-050-001
30.27 Acres**

**District Use Area
18.07 Acres**

ATTACHMENT 2

Resolution

RESOLUTION NO. 20-_____

**A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, APPROVING PROJECT COOPERATION AGREEMENT
BETWEEN THE CITY OF MADERA AND MADERA IRRIGATION
DISTRICT – AIRPORT BASIN**

WHEREAS, the City of Madera (City) and Madera Irrigation District (MID) have determined that a new Project Cooperation Agreement (Agreement) between the City of Madera (City) and Madera Irrigation District (MID) – Airport Basin is required to address areas in which the existing Conjunctive Use Cooperation Agreement (Conjunctive Agreement) Between the City and MID and its Supplemental Agreement do not clearly define the expectations of both parties to the agreement; and

WHEREAS, the City and MID acknowledge the existing Conjunctive Agreement does adhere to current contractual requirements set forth in contemporary agreements wherein the Bureau of Reclamation holds title to land associated with an agreement; and

WHEREAS, the City and MID agree that the Agreement provides benefits to both parties that may eventually result in expanded cooperation and future projects at the basin associated with this agreement.

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 Project Cooperation Agreement Between the City of Madera and Madera Irrigation District – Airport Basin, a copy of which is attached hereto as Exhibit 1 and referred to for particulars, is approved.
3. The Mayor is authorized to execute the Amendment as approved.
4. This resolution is effective immediately upon adoption.

* * * * *

**PROJECT COOPERATION AGREEMENT
BETWEEN THE CITY OF MADERA AND THE MADERA IRRIGATION
DISTRICT
AIRPORT BASIN**

This Project Cooperation Agreement (the “*Agreement*”) is dated as of ____, 2020, (the “*Effective Date*”) by and between the Madera Irrigation District (the “*District*”) and the City of Madera (the “*City*”). The District and the City are collectively referred to herein as the “*Parties*.”

RECITALS

WHEREAS, the United States Bureau of Reclamation (USBR) owns Parcel 013-050-001 on which the Parties operate and maintain separate basins (each basin referred to as either “*City Use Area*” or “*District Use Area*”) all of which are capable of recharging water (collectively, the “*District Facilities*”); and

WHEREAS, the Parties entered in a Conjunctive Use Cooperation Agreement on June 21, 2000 (the “*Conjunctive Use Agreement*”), to develop a groundwater recharge program to address the water supply needs of both parties now and in the future as well as current and future storm drainage needs of the City; and

WHEREAS, the Parties entered into Supplemental Agreement No. 1 on February 5, 2003 (the “*Supplemental Agreement*”) to allow City use of 12.2 acres of land located in the City of Madera at the northwest corner of Condor Drive and Avenue 16 as a stormwater retention/recharge basin; and

WHEREAS, the USBR issued a License for the Erection, Maintenance and Operation of Structures agreement dated April 25, 2003 to the City of Madera with a term of twenty-five (25) years.

WHEREAS, the Parties desire to terminate the Conjunctive Use Agreement and the Supplemental Agreement and enter into a new agreement that incorporates contemporary obligations and objectives; and

WHEREAS, under appropriate circumstances, the Parties believe that, through greater cooperation between the Parties, District Facilities may be used more efficiently, and may provide increased benefits for both the District and City, including the promotion and enhancement of groundwater recharge in the Madera Subbasin; and

WHEREAS, as part of the City’s update to the Storm Drainage System Master Plan approved on November 19, 2014, the City currently directs storm water runoff to a 12.2 acre portion of land within the District Facilities; and

AGREEMENT

1. **Term.** The term of this Agreement will commence upon the Effective Date, and will terminate on April 25, 2028 (the “*Termination Date*”) unless terminated earlier under Paragraph 8 of this Agreement. This Agreement can be extended by written documentation, prior to the Termination Date, at each Party’s sole and absolute discretion, for up to an additional twenty-five (25) years beyond the Termination Date if a new license is obtained by the City from the USBR with an expiration date beyond April 25, 2028. Upon termination of the Agreement, all facilities installed under the Agreement shall revert to the District.

2. **Operation of City Use Area.** The City shall be solely and exclusively be responsible for the operation and maintenance of the City Use Area delineated on attached Exhibit A including pipe, outfall structure or other appurtenant improvements associated with the operation of the basin located on the City Use Area, including but not limited to the costs of labor, equipment rental, and permitting subject to the terms and conditions provided herein. The City Use Area is delineated on the Airport Basin Site Map which is attached as Exhibit “A” and incorporated by reference. This Agreement supersedes the Conjunctive Use Agreement and the Supplemental Agreement which are deemed terminated upon the effective date of this Agreement.

A. Operations:

- a. The City shall operate the City Use Area, connecting pipe and other infrastructure in a manner consistent with all applicable local, state and federal laws and regulations.
- b. Each party shall comply with all applicable laws, rules and regulations now existing or that may be enacted or become applicable concerning the performance of this Agreement and the movement, storage, discharge or recharge of waters as contemplated herein. If any party has information or knowledge tending to indicate that the waters to be managed are dangerous or exceed applicable maximum contaminant levels, or that any acts contemplated herein are or would result in, a violation of applicable law, rule or regulation, that party shall promptly notify the other party of such information.
- c. The City will exercise due diligence in operating its storm drain collection system, including prohibiting the discharge of hazardous or other unacceptable material into the storm drain system. Accidental or unlawful hazardous or unacceptable discharges into the City’s system may not be preventable at all times. In any event, such discharges will be confined to the City Use Areas. No discharges into the District’s system will be made by the City without the District approval.

- d. The City shall only discharge stormwater into City Use Area. The City Use Area is identified in Exhibit A attached hereto. In the event of an emergency, with District approval, City may discharge excess quantities of stormwater to adjacent District Facilities, but not to exceed amounts or criteria determined by District.
- e. With City approval, District may discharge water into City Use Area for emergency purposes or to conduct groundwater recharge. Discharges into the City's Use Area shall not exceed amounts or criteria determined by City, subject to Paragraph 3 below. The District will exercise due diligence in its conveyance of water into the City Use Area including prohibiting the discharge of hazardous or other unacceptable material into the City Use Area.

B. Access:

- a. Access to the City Use Area shall be restricted to City employees, equipment and contractors (including engineering consultants) authorized by City. USBR and District personnel shall have access at all times to the City Use Area.
- b. Access to District Use Area by the City or its authorized contractor(s) shall be by District written permission only.
- c. All access gates and the basin interconnecting valve shall be interlocked with City and District locks to allow either agency to operate them, except that the interconnecting, valved pipeline shall only be operated by specifically authorized personnel of the City and the District. The interconnecting, valved pipeline shall only be operated with the full knowledge and consent of the Parties. Each Party shall install, maintain and operate appropriate and effective safety and security features to prevent unauthorized parties from entering their respective use areas or interfering with the activities contemplated by Agreement.

C. Costs: City shall be responsible for all costs of maintaining City Use Area including, but not limited to:

- a. Keep its use area reasonably free of trash and debris, including weed control and abatement.
- b. Maintain side slopes of cut faces and berms by repairing any significant erosion which may threaten the structural integrity of the slope within City Use Area.
- c. Maintain fences and gates for that portion of the site as agreed to between the agencies. Maintain all City-owned facilities located within either City or District use areas. Maintenance of the

valved pipeline connection between the District's and City's use areas shall be on a 50%-50% shared basis.

- d. Provide rodent control within the City Use Area to prevent burrowing animals from causing leakage through berms or erosion problems.
- e. Provide maintenance measures to the City Use Area as may be required by any applicable National Pollution Discharge Elimination System (NPDES) permit(s).
- f. When permission is granted by District for use of its area by City, repair any damage to the District Area caused by the City or its contractors or the agents or employees of either of them. District shall likewise repair any damage to City Use Area when granted use by City.

D. The City shall notify the District in writing prior to making any alterations, additions, or improvements to the City Use Area, including the excavation of soil.

E. Excavation of soil for any use other than those explicitly necessary for City owned infrastructure projects shall be stockpiled for District use.

3. *Acceptance of Surface Water by the City.* In the event the District has excess surface water supplies that are capable of being diverted to recharge in the City Use Area, the District will make these supplies available at its sole discretion and at no cost to the City. The City shall accept the delivery of such water contingent upon City's determination that such water can be accepted without creating basin capacity concerns and convey such water through the District or City pipe into the City Use Area, in an amount equal to or less than the capacity of the City Use Area.

4. *Allocation of Groundwater Benefit.* The District shall retain 100% of the groundwater recharge benefit for any water delivered to the City Use Area unless City purchases water from District in which case City shall retain 100% of the benefit for such delivery. Any groundwater recharge benefit will be determined based on volumetric meter readings subject to installation of such meter. The volume will be measured in acre feet, to the nearest tenth of an acre foot, using a meter owned by the District. The District will submit annual readings and volumetric calculations to the City or when requested by the City, but only when the City purchases water for delivery.

5. *Insurance.* The Parties shall each include the other Party as an additional insured on their respective liability insurance coverage, which coverage shall be in a liability amount of at least One Million Dollars (\$1,000,000.00) combined single limit, or the amount generally carried by the Parties, whichever shall be higher. The Parties shall be named by the other Party as an additional insured by endorsement of the liability policies required by this Paragraph and such endorsement shall name the entity, its officers, officials, employees, and agents. The endorsement shall require the insurer to provide the additional insured with not less than thirty (30) days prior written

notice before any cancellation of the coverage required by this Paragraph. The payment of any such deductible or self-insured retention of liability amounts shall be the sole responsibility of the insured Party. The Parties shall provide the other Party with a certificate of insurance reflecting the insurance coverage required by this Paragraph as soon as practicable after the Effective Date. Such certificates shall also be provided upon renewal of said policies and changes in carriers. If the District utilizes the services of outside design professionals, contractors or any other service providers in the course of designing or constructing the Pipe, the District will obtain appropriate general liability and automobile liability coverage naming both the District and City as additional insured as well as proof of professional liability and workers' compensation coverage with waiver of subrogation in favor of the District and City.

6. *Indemnification.*

A. The City shall at all times indemnify and save harmless the District against and pay in full all losses, damages, or expenses the District may sustain, incur or become liable for, resulting in any manner from the City's maintenance and operation of the City Use Area, including, but not limited to, any such losses, damages or expenses arising out of (a) loss of or damage to property, (b) injury to or death of persons, (c) mechanics' or other liens of any character, (d) taxes or assessments of any kind, and (e) failure to comply with any legal requirements. It is the intention of the Parties that the District's right to indemnity hereunder shall be valid and enforceable against the City regardless of negligence (whether active or passive) on the part of the District, and its officers, agents and employees, unless such injury is a result of the sole negligence of the District.

B. The District shall at all times indemnify and save harmless the City against and pay in full all losses, damages, or expenses the City may sustain, incur or become liable for, resulting in any manner from the District's work under Paragraph 2 herein and also due to the District's maintenance and operation of the District Facilities, including, but not limited to, any such losses, damages or expenses arising out of (a) loss of or damage to property, (b) injury to or death of persons, (c) mechanics' or other liens of any character, (d) taxes or assessments of any kind, and (e) failure to comply with any legal requirements. It is the intention of the Parties that the City's right to indemnity hereunder shall be valid and enforceable against the District regardless of negligence (whether active or passive) on the part of the City, and its officers, agents and employees, unless such injury is a result of the sole negligence of the City.

7. *Defense.*

A. Upon written Notice from the District, the City agrees to assume the defense of any lawsuit, administrative action or other proceeding brought against the District by any public body, individual, partnership, corporation, or other legal entity, relating to any matter related to the City's operation of the City Use Area. The City shall pay all the costs incident to such defense, including, but not limited to, attorneys'

fees, investigators' fees, litigation expenses, settlement payments, and amounts paid in satisfaction of judgments. Any and all lawsuits or administrative actions brought or threatened on any theory of relief available at law, in equity or under the rules of any administrative agency shall be covered by this section, including, but not limited to, the theories of intentional misconduct, negligence, breach of statute or ordinance, or upon any theory created by statute or ordinance, state or federal.

B. Upon written Notice from the City, the District agrees to assume the defense of any lawsuit, administrative action or other proceeding brought against the City by any public body, individual, partnership, corporation, or other legal entity, relating to any matter related to the District's operation of the District Facilities or resulting from the District's work under Paragraph 2 herein. The District shall pay all the costs incident to such defense, including, but not limited to, attorneys' fees, investigators' fees, litigation expenses, settlement payments, and amounts paid in satisfaction of judgments. Any and all lawsuits or administrative actions brought or threatened on any theory of relief available at law, in equity or under the rules of any administrative agency shall be covered by this section, including, but not limited to, the theories of intentional misconduct, negligence, breach of statute or ordinance, or upon any theory created by statute or ordinance, state or federal.

8. **Termination.** This Agreement may be terminated at any time prior to its expiration by providing written Notice to the other Party pursuant to Paragraph 12 below ("*Termination Notice*"). The Agreement will automatically terminate, without further action of either Party, two (2) years from the day following the date upon which such Termination Notice is deemed effective under Paragraph 12 below. If there is a determination that further performance would result in non-compliance with, or a violation of, applicable law or regulation, the Agreement will automatically terminate, without further action of either Party, on the thirtieth (30th) day following the date upon which such Notice is deemed effective under Paragraph 12 below. All groundwater recharged under Paragraph 4 up to and including the date of termination will be recorded and allocated pursuant to Paragraph 4 above. The groundwater recharge benefit for any water recorded and allocated under this Agreement shall continue past the date of termination.
9. **Entire Agreement.** This Agreement contains the entire agreement between the Parties relating to the rights herein granted and the obligations hereunder assumed. Any oral representations or modifications concerning this Agreement shall be of no force and effect. This Agreement may be modified or amended only in writing, signed by both parties. The terms of this Agreement are contractual and are the result of negotiation among the Parties. Each Party hereto has cooperated in the drafting and preparation of this Agreement.
10. **Amendments.** This Agreement cannot be amended, modified, or supplemented in any respect except by written agreement entered into by the Parties hereto.

- 11. Severability.** In the event any term or provision of this Agreement shall be held to be unenforceable for any reason whatsoever by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other term or provision hereof.
- 12. Notice.** Whether expressly so stated or not, all notices, demands, requests and other communications required or permitted by or provided for in this Agreement (“*Notice*”) shall be given in writing to the Parties at their respective addresses set forth below, or at such other address as a Party shall designate for itself in writing in accordance with this Paragraph:

TO THE DISTRICT:

Madera Irrigation District
12152 Road 28^{1/4}
Madera, CA 93637
Attn: General Manager

TO THE CITY:

City of Madera
205 W. 4th Street
Madera, CA 93637
Attn: City Engineer

Notice under this Paragraph may be transmitted (i) by personal delivery, (ii) by delivery by messenger, express or air courier or similar courier, and (iii) by delivery by United States first class certified or registered mail, postage prepaid. Except as otherwise provided in this Agreement, delivery or service of any Notice shall be deemed effective only upon receipt, and receipt shall be deemed to have occurred when the Notice was delivered to the specified address without regard to whether or not a representative of the addressee was present to receive the Notice; provided, any Notice delivered after 5:00 P.M. local time of place of receipt, or on a day other than a Business Day, shall be deemed received on the next succeeding Business Day.

- 13. Liens.** A Party shall not permit to be placed against any property or facility of the other Party, or any part thereof, any design professionals’, mechanics’, materialmen’s, contractors’ or subcontractors’ liens. The Parties each agree to hold the other Party harmless for any loss or expense, including reasonable attorneys’ fees and costs, arising from any such liens which might be filed against the property or facility that is not owned or operated by that Party.
- 14. Execution of Additional Documents.** In addition to, and without replacing any other terms or provisions of this Agreement, each party further assures and represents to each other party that it will execute such other documents and take such other actions as may be reasonably necessary to further the purpose of this Agreement.
- 15. No Third-Party Beneficiary Intended.** This Agreement is made solely for the benefit of the Parties to this Agreement and their respective permitted successors and assigns,

and no other person or entity shall have or acquire any right by virtue of this Agreement.

16. No Assignment. Neither Party may assign this Agreement, or any of their respective rights or obligations hereunder, to any other person.

17. Interpretation. Headings in this Agreement are used for convenience only and shall have no force or effect regarding its interpretation or construction. The Parties have each participated in the drafting of this Agreement, and none of the Parties hereto shall be deemed to be the author of this Agreement, and any rule of construction of contracts (including, without limitation, California Civil Code Section 1654) that ambiguities are to be construed against the drafting party, shall not be employed in the interpretation of this Agreement.

18. Warranty of Authority. Each Party represents and warrants to the other that it has the right, power, and legal capacity and authority to enter into and execute this Agreement, and that the person or persons executing this Agreement on its behalf are authorized to do so and that no approval or consent of any person or entity other than those persons executing this Agreement on its behalf are necessary in connection with each Parties' obligations hereunder.

19. Exhibits. Each of the exhibits attached hereto is expressly made a part hereof by reference as though fully set forth in this Agreement.

20. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the Parties at such time as all of the Parties have signed a counterpart of this Agreement. All counterparts so executed shall constitute an Agreement binding on all of the Parties notwithstanding that all of the Parties are not signatories to the same counterpart. Each of the Parties agree that a fully executed copy of this Agreement may be enforced as though it were an original.

21. Recitals. The "Recitals" stated above are hereby incorporated into this Settlement Agreement.

///

///

///

* * * * *

IN WITNESS WHEREOF, the foregoing Agreement is executed on the date and year first above-written.

ATTEST:

Alicia Gonzalez, City Clerk

Approved as to Form:

By: _____
Hilda Cantu Montoy
City Attorney

ACCOUNT NUMBERS(S)

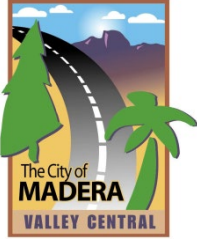
CITY OF MADERA:

By: _____
Andrew J. Medellin, Mayor

MADERA IRRIGATION DISTRICT:

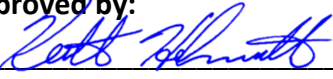
By: _____

Title: _____



REPORT TO CITY COUNCIL

Approved by:



Keith Helmuth, City Engineer



Arnoldo Rodriguez, City Manager

Council Meeting of: August 5, 2020

Agenda Number: D-3

SUBJECT:

Project Cooperation Agreement between the City of Madera (City) and Madera Irrigation District (MID) – Golf Course Basins (Agreement)

RECOMMENDATION:

Adopt the Resolution approving Agreement for use of the identified basins for recharge purposes.

SUMMARY:

The City and the MID have identified a project that, when complete, will serve to increase opportunities for recharge of the local aquifer within the limits of the City and the region in general. It is also anticipated that it will provide possible opportunities in which the Golf Course benefits through reduced need to utilize existing wells though the use of surface water. The proposed project seeks to provide physical pipe connections between MID facilities located adjacent to Road 23 and Avenue 17 and the Madera Municipal Golf Course (Golf Course) and an existing storm water basin (Basin) located on the southwest fringes of the Golf Course as well as one or more golf course water hazards. These connections will allow for the diversion of storm water or excess irrigation water in the adjacent MID canal that would normally pass through or around the City.

DISCUSSION:

In recent years, the City and the MID have discussed ways in which the City and MID can jointly participate in programs and activities that benefit the groundwater table. One of those ways includes sending additional surface water to existing storm drainage retention basins within the city that can accommodate additional water supplies that were not originally anticipated. This additional water, once percolated, assists in the City and region's efforts in balancing demands

on the water table with concerted efforts to recharge the water table. This proposal has already been successfully tested in the City/County at two different locations:

- Berry Basin: Located west of Westberry Boulevard and north of the Fresno River, excess irrigation or stormwater is diverted through gates into this basin
- A storm drainage basin north of Ellis Avenue and east of Country Club Drive where storm water is pumped from the MID canal west of Country Club Drive.

There are two locations associated with this project; a Basin that receives runoff from the airport while the other is a water hazard. The locations are shown in Attachment 1. It is possible that other water hazards may also be appropriate for the proposed deposition of water and may be considered later as part of this agreement. Both locations are subject to Federal Aviation Administration (FAA) oversight.

The Basin is in proximity to the current east-west runway; Runway 8-26. A request to close this runway in conformance with the 2015 Madera Countywide Airport Land Use Compatibility Plan is in process with the FAA. Without approval by FAA to close the runway, use of the Basin for recharge would almost certainly be restricted to its current storm drainage retention associated with surface runoff from the airport. This restriction is based upon the concern that a constant presence of water might result in regular use by birds which in turn might result in an increased possibility of bird strikes on planes. With the anticipated closure of the runway, staff is cautiously optimistic that the FAA will allow for this expanded use. At present, a dialogue has been initiated with the FAA that includes use of this Basin. While FAA seems to agree that the Basin can potentially be used for this purpose, they have expressed at least two qualifying comments:

- The Basin should be at least 5,000 feet away from the nearest aircraft operations. This does not strictly refer to fixed wing aircraft. It includes piston powered aircraft. Based on this, any future proposal to use this runway surface for other types of aircraft operations, might result in the need to terminate this Agreement or certain areas to which it refers.
- If MID is using any portion of the airport property for non-airport purposes, then MID should compensate the airport for such use. The Agreement provides 50% of the recharge benefit to the City. The FAA will need to confirm if this meets with their interpretation of compensation.

Use of Golf Course water hazards for the proposed use does not represent a departure from the intended and acknowledged use as a water hazard.

Staff's recommendation is to approve the Agreement now to reduce the time between execution of the Agreement and possible use of the Basin for recharge this water delivery season. If the Agreement is already approved at the time the FAA grants authority to use the Basin for the use described herein, MID can immediately install the necessary infrastructure required to convey water to the Basin. Approval of the Agreement will also allow MID to immediately install an additional turnout to provide water to the golf course water hazard(s) that would not be subject to FAA approval.

There is no cost to the City for implementation of this project. MID will construct all physical improvements at their cost. Additionally, the City and MID will each share 50% of the groundwater recharge benefits.

FISCAL IMPACT:

There is no adverse fiscal impact to the City's General Fund or other Funds.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Approval of this Agreement supports:

- *Strategy 101.6* - Ensure infrastructure can sustain population growth in the development of the General Plan.

ALTERNATIVES:

Not approve Agreement – This would result in no benefit being realized by the City of Madera, Madera Irrigation District or Golf Course.

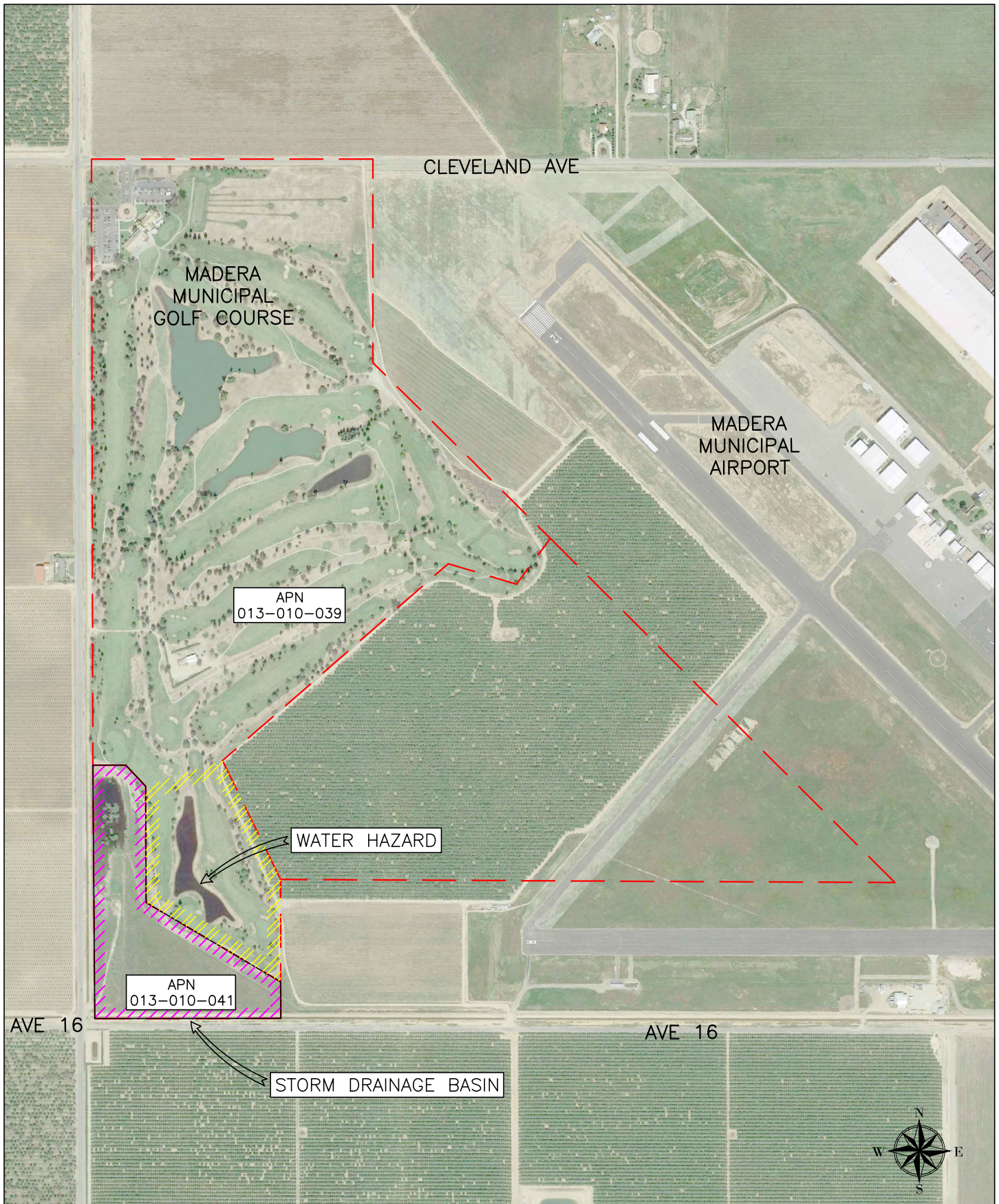
ATTACHMENTS:

1. Location Map
2. Resolution
 - a. Project Cooperation Agreement

ATTACHMENT 1

Location Map

LOCATION MAP



CITY OF MADERA
ENGINEERING DEPARTMENT
205 W. 4TH STREET
MADERA, CA 93637

MADERA MUNICIPAL
GOLF COURSE

DR BY: EP
CH BY: _____
DATE: 3/31/20
SCALE: NTS
SHT 1 OF 1

ATTACHMENT 2

Resolution

RESOLUTION NO. 20-_____

**A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, APPROVING PROJECT COOPERATION AGREEMENT
BETWEEN THE CITY OF MADERA AND MADERA IRRIGATION
DISTRICT – GOLF COURSE BASINS**

WHEREAS, the City of Madera (CITY) and Madera Irrigation District (MID) recognize the importance and value in increasing opportunities to promote and enhance groundwater recharge in the Madera Subbasin; and

WHEREAS, the City and MID agree that use of an existing storm drainage basin (Basin) and water hazard(s) on Road 23 and Avenue 16 referred to as the Golf Course Basins and portions of the Madera Municipal Golf Course pond infrastructure have the potential to assist in recharge of groundwater in the Madera Subbasin; and

WHEREAS, the MID agrees to design and construct necessary improvements with no funding requirement from the City; and

WHEREAS, the City and MID shall equally benefit in any groundwater recharge associated with surface water directed to the Golf Course Basins or other areas located within the Madera Municipal Golf Course.

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 Project Cooperation Agreement Between the City of Madera and Madera Irrigation District – Golf Course Basins (Agreement), a copy of which is attached hereto as Exhibit 1 and referred to for particulars, is approved.
3. City staff will not grant permission to MID for use of the Golf Course Basin until FAA approval is granted.
4. The Mayor is authorized to execute the Agreement in substantially the form approved by Council.
5. This resolution is effective immediately upon adoption.

* * * * *

**PROJECT COOPERATION AGREEMENT
BETWEEN THE CITY OF MADERA AND
MADERA IRRIGATION DISTRICT
GOLF COURSE BASINS**

This Project Cooperation Agreement (the “*Agreement*”) is dated as of July ____, 2020, (the “*Effective Date*”), by and between Madera Irrigation District (the “*District*”) and the City of Madera (the “*City*”). The District and the City are collectively referred to herein as the “*Parties*.”

RECITALS

WHEREAS, the City owns and operates a basin located on Parcel 013-010-041 and owns a separate basin located on Parcel 013-010-039 that is currently operated by the Madera Municipal Golf Course. Both basins are capable of recharging water (collectively, the “*City Facilities*”); and

WHEREAS, under appropriate circumstances, the Parties believe that, through greater cooperation between the Parties, City Facilities may be used more efficiently, and may provide increased benefits for both the District and City, including the promotion and enhancement of groundwater recharge in the Madera Subbasin; and

WHEREAS, the City presently lacks a means of conveying surface water from the District’s existing facilities (the “*District Facilities*”) to the City Facilities to provide such potential benefits; and

WHEREAS, to convey surface water from the District Facilities to the City Facilities, the Parties contemplate jointly undertaking the installation of the needed infrastructure to convey surface water from the open canal to the basins; and

WHEREAS, the City agrees to be solely responsible for the coordination of operations and recharge activities with the operator of the Madera Municipal Golf Course or any other operator or lessee on Parcels 013-010-041 and 013-010-039; and

WHEREAS, the Parties seek to allocate the groundwater recharge benefits to the Parties associated with the use of the District Facilities and the City Facilities, as provided herein.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants and agreements contained herein, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties hereby covenant and agree as follows:

AGREEMENT

1. **Term.** The term of this Agreement will commence upon the Effective Date, and will continue for a period of ten (10) years, unless terminated earlier under Paragraph 11 of this Agreement.

2. ***Design and Installation of Infrastructure.*** The District, by and through its employees or contractors, shall design, and construct the necessary infrastructure to convey water from the open canal(s) to the basins, infrastructure downstream of the meter box shall be referred to in this agreement as the “*Pipe*”. The Pipe shall be constructed in a workmanlike manner, and with reasonable diligence and skill, and the District shall install the Pipe between the District facilities and the City basins. Following its installation, the Pipe shall be City property downstream of the meter box.

3. ***Operation of Pipe and City Facilities.*** Following the initial installation of the Pipe by the District as provided in Paragraph 2 hereunder, the City shall be solely and exclusively responsible for the operation and maintenance of the Pipe and the City Facilities, including but not limited to the costs of labor, equipment rental, and permitting not associated with initial construction, subject to the terms and conditions provided herein.

A. The City shall operate the Pipe and the City Facilities in a manner consistent with all applicable local, state and federal laws and regulations.

B. The City shall notify the District in writing prior to making any alterations, additions, or improvements to the Pipe or basins.

4. ***Acceptance of Surface Water by the City.*** In the event the District has excess surface water supplies that are capable of being diverted to recharge in the City Facilities, the District will make these supplies available at its sole discretion and at no cost to the City. The City shall accept the delivery of such water contingent upon City’s determination that such water can be accepted without creating basin capacity concerns, and convey such water through the Pipe into the City Facilities, in an amount equal to or less than the capacity of the Pipe and/or the City Facilities.

5. ***Allocation of Groundwater Benefit.*** The Parties shall share equally (50% and 50%) in the groundwater recharge benefit for any water delivered to the City Facilities by either Party. The groundwater recharge benefit will be determined based on volumetric meter readings. The volume will be measured in acre feet, to the nearest tenth of an acre foot, using a meter owned by the District. The District will submit annual readings and volumetric calculations to the City or when requested by the City.

6. ***Inclusion of Additional Facilities By Mutual Agreement.*** The Parties may, by mutual written agreement, include any additional storage facilities operated by the City as “City Facilities” under this Agreement.

7. ***Responsibility of Both Parties With Respect to their Own Facilities.*** Nothing herein shall be construed as affecting the Parties’ existing obligations to maintain all of their existing facilities at their own sole cost and expense. The Parties will each be responsible for all costs, including labor, equipment rental, and permitting, required to maintain and operate any facilities each Party owns, and one Party shall not look to the other Party for any such costs.

8. Insurance. The Parties shall each include the other Party as an additional insured on their respective liability insurance coverage, which coverage shall be in a liability amount of at least One Million Dollars (\$1,000,000.00) combined single limit, or the amount generally carried by the Parties, whichever shall be higher. The Parties shall be named by the other Party as an additional insured by endorsement of the liability policies required by this Paragraph and such endorsement shall name the entity, its officers, officials, employees, and agents. The endorsement shall require the insurer to provide the additional insured with not less than thirty (30) days prior written notice before any cancellation of the coverage required by this Paragraph. The payment of any such deductible or self-insured retention of liability amounts shall be the sole responsibility of the insured Party. The Parties shall provide the other Party with a certificate of insurance reflecting the insurance coverage required by this Paragraph as soon as practicable after the Effective Date. Such certificates shall also be provided upon renewal of said policies and changes in carriers. If the District utilizes the services of outside design professionals, contractors or any other service providers in the course of designing or constructing the Pipe, the District will obtain appropriate general liability and automobile liability coverage naming both the District and City as additional insured as well as proof of professional liability and workers' compensation coverage with waiver of subrogation in favor of the District and City.

9. Indemnification.

A. The City shall at all times indemnify and save harmless the District against and pay in full all losses, damages, or expenses the District may sustain, incur or become liable for, resulting in any manner from the City's maintenance and operation of the City Facilities, including, but not limited to, any such losses, damages or expenses arising out of (a) loss of or damage to property, (b) injury to or death of persons, (c) mechanics' or other liens of any character, (d) taxes or assessments of any kind, and (e) failure to comply with any legal requirements. It is the intention of the Parties that the District's right to indemnity hereunder shall be valid and enforceable against the City regardless of negligence (whether active or passive) on the part of the District, and its officers, agents and employees, unless such injury is a result of the sole negligence of the District.

B. The District shall at all times indemnify and save harmless the City against and pay in full all losses, damages, or expenses the City may sustain, incur or become liable for, resulting in any manner from the District's work under paragraph 2 herein and also due to the District's maintenance and operation of the District Facilities, including, but not limited to, any such losses, damages or expenses arising out of (a) loss of or damage to property, (b) injury to or death of persons, (c) mechanics' or other liens of any character, (d) taxes or assessments of any kind, and (e) failure to comply with any legal requirements. It is the intention of the Parties that the City's right to indemnity hereunder shall be valid and enforceable against the District regardless of negligence (whether active or passive) on the part of the City, and its officers, agents and employees, unless such injury is a result of the sole negligence of the City.

10. Defense.

A. Upon written Notice from the District, the City agrees to assume the defense of any lawsuit, administrative action or other proceeding brought against the District by any public body, individual, partnership, corporation, or other legal entity, relating to any matter related to the City's operation of the City Facilities. The City shall pay all the costs incident to such defense, including, but not limited to, attorneys' fees, investigators' fees, litigation expenses, settlement payments, and amounts paid in satisfaction of judgments. Any and all lawsuits or administrative actions brought or threatened on any theory of relief available at law, in equity or under the rules of any administrative agency shall be covered by this section, including, but not limited to, the theories of intentional misconduct, negligence, breach of statute or ordinance, or upon any theory created by statute or ordinance, state or federal.

B. Upon written Notice from the City, the District agrees to assume the defense of any lawsuit, administrative action or other proceeding brought against the City by any public body, individual, partnership, corporation, or other legal entity, relating to any matter related to the District's operation of the District Facilities or resulting from the District's work under Paragraph 2 herein. The District shall pay all the costs incident to such defense, including, but not limited to, attorneys' fees, investigators' fees, litigation expenses, settlement payments, and amounts paid in satisfaction of judgments. Any and all lawsuits or administrative actions brought or threatened on any theory of relief available at law, in equity or under the rules of any administrative agency shall be covered by this section, including, but not limited to, the theories of intentional misconduct, negligence, breach of statute or ordinance, or upon any theory created by statute or ordinance, state or federal.

11. Termination. This Agreement may be terminated at any time prior to its expiration by providing written Notice to the other Party pursuant to Paragraph 15 below. The Agreement will automatically terminate, without further action of either Party, on the ninetieth (90th) day following the date upon which such Notice is deemed effective under Paragraph 15 below (the "*Date of Termination*"). All groundwater recharged under Paragraph 5 up to and including the Date of Termination will be recorded and allocated pursuant to Paragraph 5 above. The groundwater recharge benefit for any water recorded and allocated under this Agreement shall continue past the Date of Termination.

12. Entire Agreement. This Agreement contains the entire agreement between the Parties relating to the rights herein granted and the obligations hereunder assumed. Any oral representations or modifications concerning this Agreement shall be of no force and effect. This Agreement may be modified or amended only in writing, signed by both parties. The terms of this Agreement are contractual and are the result of negotiation among the Parties. Each Party hereto has cooperated in the drafting and preparation of this Agreement.

13. Amendments. This Agreement cannot be amended, modified, or supplemented in any respect except by written agreement entered into by the Parties hereto.

14. **Severability.** In the event any term or provision of this Agreement shall be held to be unenforceable for any reason whatsoever by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other term or provision hereof.

15. **Notice.** Whether expressly so stated or not, all notices, demands, requests and other communications required or permitted by or provided for in this Agreement (“*Notice*”) shall be given in writing to the Parties at their respective addresses set forth below, or at such other address as a Party shall designate for itself in writing in accordance with this Section:

TO THE DISTRICT:

Madera Irrigation District
12152 Road 28^{1/4}
Madera, CA 93637
Attn: General Manager

TO THE CITY:

City of Madera
205 W. 4th Street
Madera, CA 93637
Attn: City Engineer

Notice under this Paragraph may be transmitted (i) by personal delivery, (ii) by delivery by messenger, express or air courier or similar courier, and (iii) by delivery by United States first class certified or registered mail, postage prepaid. Except as otherwise provided in this Agreement, delivery or service of any Notice shall be deemed effective only upon receipt, and receipt shall be deemed to have occurred when the Notice was delivered to the specified address without regard to whether or not a representative of the addressee was present to receive the Notice; provided, any Notice delivered after 5:00 P.M. local time of place of receipt, or on a day other than a Business Day, shall be deemed received on the next succeeding Business Day.

16. **Liens.** A Party shall not permit to be placed against any property or facility of the other Party, or any part thereof, any design professionals’, mechanics’, materialmen’s, contractors’ or subcontractors’ liens. The Parties each agree to hold the other Party harmless for any loss or expense, including reasonable attorneys’ fees and costs, arising from any such liens which might be filed against the property or facility that is not owned or operated by that Party.

17. **Execution of Additional Documents.** In addition to, and without replacing any other terms or provisions of this Agreement, each party further assures and represents to each other party that it will execute such other documents and take such other actions as may be reasonably necessary to further the purpose of this Agreement.

18. **No Third-Party Beneficiary Intended.** This Agreement is made solely for the benefit of the Parties to this Agreement and their respective permitted successors and assigns, and no other person or entity shall have or acquire any right by virtue of this Agreement.

19. **No Assignment.** Neither Party may assign this Agreement, or any of their respective rights or obligations hereunder, to any other person.

20. **Interpretation.** Headings in this Agreement are used for convenience only and shall have no force or effect regarding its interpretation or construction. The Parties have each participated in the drafting of this Agreement, and none of the Parties hereto shall be deemed to be the author of this Agreement, and any rule of construction of contracts (including, without limitation, California Civil Code Section 1654) that ambiguities are to be construed against the drafting party, shall not be employed in the interpretation of this Agreement.

21. **Warranty of Authority.** Each Party represents and warrants to the other that it has the right, power, and legal capacity and authority to enter into and execute this Agreement, and that the person or persons executing this Agreement on its behalf are authorized to do so and that no approval or consent of any person or entity other than those persons executing this Agreement on its behalf are necessary in connection with each Parties' obligations hereunder.

22. **Exhibits.** Each of the exhibits attached hereto is expressly made a part hereof by reference as though fully set forth in this Agreement.

23. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the Parties at such time as all of the Parties have signed a counterpart of this Agreement. All counterparts so executed shall constitute an Agreement binding on all of the Parties notwithstanding that all of the Parties are not signatories to the same counterpart. Each of the Parties agree that a fully executed copy of this Agreement may be enforced as though it were an original.

24. **Recitals.** The "Recitals" stated above are hereby incorporated into this Agreement.

* * * * *

IN WITNESS WHEREOF, the foregoing Agreement is executed on the date and year first above-written.

CITY OF MADERA

Andrew J. Medellin, Mayor

ATTEST:

MADERA IRRIGATION DISTRICT

City Clerk

By: _____



THOMAS GRELI

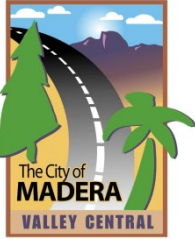
Title: GENERAL MANAGER

Approved as to Legal Form:

By: _____

City Attorney

ACCOUNT NUMBER(S)



REPORT TO CITY COUNCIL

Approved by: Hilda Cantú Montoy

Hilda Cantú Montoy, City Attorney

Council Meeting of: August 5, 2020

Agenda Number: D-4

SUBJECT:

Second Amendment to the City Manager At-Will Employment Agreement Extending the Term of the Agreement.

RECOMMENDATION:

This report has been prepared at the direction of the City Council (Council); therefore, there is no staff recommendation provided. Council is asked to consider and determine whether to adopt the Resolution approving a Second Amendment to the City Manager At-Will Employment Agreement.

Pursuant to Government Code § 54953 (c) (3), prior to taking action on this item, the Council must publicly announce a summary of the action being considered.

Announcement - *If approved, the proposed amendment to the City Manager's Employment Agreement will modify the existing agreement as follows:*

- *The Agreement will be extended by three years to December 3, 2024;*
- *For years 3-6 of the agreement, employee will be entitled to 6 months' salary & health benefits severance if separated without cause;*
- *The City Manager's salary will be increased one merit step due to satisfactory performance to Step E of Salary Schedule M, Range 587, which is \$193,953.74 per year effective on his merit anniversary date of December 3, 2019; and*
- *The health insurance language will be amended to provide the same City contribution and plan offerings as for City's mid-management personnel.*

SUMMARY:

The Council conducted the City Manager's performance evaluation. The results of the evaluation were very positive. The parties wish to amend the Employment Agreement to reflect a merit increase, extend the At-Will Employment Agreement by three years, and provide health insurance with same City contribution and plan offerings as for City's mid-management personnel. Said extension requires addressing severance in years three through six as the original agreement provided specific terms for each of the first three years of the agreement.

DISCUSSION:

On November 7, 2018, the City and City Manager entered a three-year employment agreement that was effective December 3, 2018. That agreement was amended on April 3, 2019 to remove the City Manager's automobile allowance from the fringe benefit package. The Council conducted a performance evaluation of the City Manager with very positive results. The Council and Employee desire to amend the Employment Agreement. The proposed Second Amendment to the City Manager's At-Will Employment Agreement will:

- Extend the term by an additional three years to December 3, 2024;
- Provide that should the City Manager be released from employment without cause during years three through six of the agreement, he will be entitled to a lump sum payment equal to six months' salary and health benefits, or salary and health benefits equal to the remaining term of the agreement should he be released with less than six months remaining in his employment agreement;
- Award a merit increase due to satisfactory job performance to Step E of the Salary Schedule for City Manager effective on his merit anniversary date of December 3, 2019; and
- Modify the health insurance benefits to provide the same City contribution and plan offerings as that which is offered to the Mid Management Bargaining Group, consistent with employment agreement terms of other management personnel.

FINANCIAL IMPACT:

The proposed Second Amendment will award one merit step increase, equal to 5 percent, or \$9,229.83 per year. The City's adopted operating budget includes funds for anticipated merit increases. The modification to health contributions will not change the City's contribution based on current enrollment selections by the employee. Severance payment will only be due should Council release the City Manager from employment without cause during the term of the agreement and the specific amount will be determined based on salary and health benefits at that point in time should this clause be affected.

ALTERNATIVES:

If the Council does not take action on the resolution, the existing agreement terms will continue. Council may also determine to conduct further negotiations on the Employment Agreement.

ATTACHMENTS:

1. Resolution approving Second Amendment to the City Manager At-Will Employment Agreement.
 - a. Exhibit A: Second Amendment to City Manager At-Will Employment Agreement.

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING A
SECOND AMENDMENT TO THE CITY MANAGER AT-WILL EMPLOYMENT
AGREEMENT

WHEREAS, on November 7, 2018, the City and City Manager entered a three year At -Will Employment Agreement (“Agreement”) effective December 3, 2019; and

WHEREAS, a First Amendment to the Agreement was entered into on April 3, 2019; and

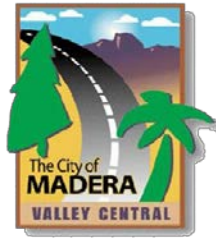
WHEREAS, the City Council has conducted a performance evaluation of the City Manager and is very pleased with his performance; and

WHEREAS, the City Council and City Manager desire to amend the Agreement.

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

1. The above recitals are true and correct.
2. The City Council approves the Second Amendment to City Manager At-Will Employment Agreement attached hereto as Exhibit A and incorporated by reference.
3. This resolution is effective immediately upon adoption.

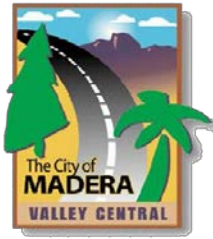
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Madera City Council Agenda 8/5/20
Agenda Item E-1

Mid-Valley Disposal First and Second Quarter Updates (Report by Annette Kwock, Mid-Valley Disposal)

There is no written report for this item.



Madera City Council Agenda 8/5/20

Agenda Item E-2

Discussion on Status and Action Taken on Measures to Mitigate the Impacts of the COVID-19 (Coronavirus) Pandemic (Report by Arnolando Rodriguez)

There is no written report for this item.