REGULAR MEETING OF THE MADERA CITY COUNCIL

City Hall Council Chamber
205 W. 4th Street, Madera, California 93637

NOTICE AND AGENDA

Wednesday, October 20, 2021 **Council Chambers**
6:00 p.m. **City Hall**

The Council Chambers will be open to the public. This meeting will also be available for public viewing and participation through Zoom. Members of the public may also observe the live streamed meeting on the City's website at www.madera.gov/live. Members of the public may comment on agenda items at the meeting or remotely through an electronic meeting via phone by dialing (669) 900-6833 enter ID: #890 8593 5868. Comments will also be accepted via email at citycouncilpubliccomment@madera.gov or by regular mail at 205 W. 4th Street, Madera, CA 93637.

The City will observe the Madera County Public Health Department physical distancing recommendations. This may limit seating in the Council Chamber; however, the City will have seating available in the foyer. All persons visiting City facilities shall observe health and safety protocols.

CALL TO ORDER:

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

INVOCATION: Councilwoman Anita Evans

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 Madera County Public Health Department)
2. Proclamation Recognizing Domestic Violence Awareness Month

INTRODUCTIONS: None

A. WORKSHOP: SB1383: Reducing Short-Lived Climate Pollutants in California (Report by Mid-Valley Disposal)

B. CONSENT CALENDAR:

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

B-1 Minutes – June 2, 2021

Recommendation: Approve the City Council Minutes of June 2, 2021

B-2 Informational Report on Register of Audited Demands for September 25, 2021 to October 8, 2021

Recommendation: No Action Required (Report by Anthony Forestiere)

B-3 Informational Report on Personnel Activity

Recommendation: No Action Required (Report by Wendy Silva)

B-4 Amendments to the City of Madera Classification Plan and Modification of Assigned Salary Ranges for Certain Positions

Recommendation: Adopt a Resolution Amending the City of Madera Classification Plan by Adding a Public Works Equipment Operator, Deleting the Public Works Maintenance Worker III and Public Works Maintenance Worker IV Classifications, and Modifying Assigned Salary Ranges for Various Positions in the Classifications Plan (Report by Wendy Silva)

B-5 Transfer of Signing Authority for San Joaquin Valley Air Pollution Control District (SJVAPCD) Grant Documents from Previous City Administrator to Arnoldo Rodriguez, City Manager

Recommendation: Adopt a Resolution Transferring Signing Authority of all SJVAPCD Grant Documents to Arnoldo Rodriguez, City Manager (Report by Keith Helmuth)

B-6 Subscriber Agreement with California Surveying and Drafting Supply Inc.

Recommendation: Adopt a Resolution Approving a Virtual Surveying Network Subscriber Agreement with California Surveying and Drafting Supply Inc. (CSDS) for Virtual Surveying Network Service for Surveying Various City Projects (Report by Keith Helmuth)

B-7 Construction of Centennial Park, Pan American, and Frank Bergon American with Disabilities Act (ADA) and Lighting Improvements

Recommendation: Adopt a Minute Order Approving the Acceptance of Centennial Park, Pan American, and Frank Bergon ADA and Lighting Improvements, CDBG Project No. B15MC060053, B17MC060053, B18MC060053, City Project No. PK-62 & PK-63, Notice of Completion, Release of Retention 35 days after Recording Notice of Completion (Report by Keith Helmuth)

C. PUBLIC HEARINGS:

C-1 6:30 PM - Public Hearing #1 to Receive Input from the Community Regarding the Redrawing of Council District Boundaries

Recommendation: Conduct Public Hearing to Receive a Report from Staff and the City's Redistricting Consultant on the Redistricting Process and Permissible Criteria to be Considered to Redraw Council District Boundaries and to Receive Public Comments and Input on Council District Boundaries (Report by Alicia Gonzales)

C-2 Prezone of Links Ranch Tentative Subdivision Map TSM 2021-02 and Precise Plan 2021-04

Recommendation:

1) Adopt a Resolution Adopting a Mitigated Negative Declaration and Mitigation and Monitoring Reporting Program for Tentative Subdivision Map No. 2021-02, Annexation Application No. 2021-01, and Precise Plan Application No. 2021; and

2) Adopt a Resolution Ratifying Planning Commission's Approval of Tentative Subdivision Map 2021-02 and Precise Plan 2021-04; and

3) Waive Full Reading and Introduce an Ordinance Prezoning Approximately 40 Acres on the South Side of West Cleveland Avenue between Avenue 16 and Road 23 (Report by Gary Conte)

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

D-1 Agreement with the County Pertaining to a State Integrated Regional Water Management (IRWM) Grant for Installation of Water Meters

Recommendation: Adopt a Resolution Approving Memorandum of Understanding (MOU) between the County and the City Pertaining to State of California Grant No. 4600013817 Relating to IRWM Grant for Installation of Automatic Meter Reading (AMR) Water Meters in the Amount of $779,653 (Report by Keith Helmuth)

D-2 Second Amendment to the City Clerk At-Will Employment Agreement Approving a Step Increase and One-Time Payment

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 Clerk At-Will Employment Agreement and designating the source of funds for the proposed one-time lump sum payment (Report by Wendy Silva)

D-3 Purchase of Real Property Located at 28310 Highway 145 (APN: 035-080-026)

Recommendation: Adopt a Resolution

1) Approving the Agreement for Purchase of a Portion of Real Property Located at 28310 Highway 145 (APN: 035-080-026) for $377,000 and Joint Escrow Instructions;

2) Accepting the Grant Deed; and

3) Amending the City's 2021/22 Budget to Reflect Expenditures Related to the Property Purchase (Report by Keith Helmuth)

D-4 Acquisition of Antique Fire Engines

Recommendation: Adopt a Resolution Approving the Purchase of Two Antique Fire Engines from the Madera Historical Society for $1.00 apiece (Report by Matt Watson)

D-5 Amend the Adopted Budget to Fund a Contract Senior Planner through the remainder of the 2021/22 Fiscal Year

Recommendation: Adopt a Resolution Approving an Amendment to the General Fund Budget in the Amount of $96,000 to Retain a Contract Senior Planner for the remainder of the 2021/22 Fiscal Year (Report by Gary Conte)

E. ADMINISTRATIVE REPORTS:

E-1 Consideration of a Minute Order Dissolving the City's Cannabis Ad hoc Committee

Recommendation: Staff recommends that the City Council consider the information in the report and provide direction in regard to the Cannabis Ad hoc Committee (Report by Arnoldo Rodriguez)

E-2 Direction Regarding Civil Service Commission Membership and Appointment

Recommendation: Request for Direction Regarding the City of Madera Municipal Code as it relates to Appointments to the Civil Service Commission (Report by Arnoldo Rodriguez)

F. COUNCILMEMBER REPORTS/ANNOUNCEMENTS/FUTURE AGENDA ITEMS:

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

G. CLOSED SESSION:

G-1 Conference with Legal Counsel – Anticipated Litigation
Significant Exposure to Litigation Pursuant to Government Code Section §54956.9(d)(2)
Potential litigation resulting from eviction proceedings by City against Jeffrey Streeter

G-2 Conference with Labor Negotiators - Pursuant to Government Code §54957.6
Agency Designated Representative: Arnoldo Rodriguez
Unrepresented Employee: Police Chief, City Engineer, Director of Human Resources, Information Services Manager, Chief Building Official, Planning Manager, and Director of Parks & Community Services

ADJOURNMENT: – Next regular meeting on November 3, 2021

- 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.
- A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (559) 661-5405 or by email at cityclerkinfo@madera.gov .
- 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.

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 October 20, 2021 near the front entrances of City Hall and on the City's website www.madera.gov at 8:45 p.m. on October 14, 2021.



Alicia Gonzales, City Clerk

Item:	B-1
Minutes for:	06/02/2021
Adopted:	10/20/2021

Minutes of a Regular Meeting of the Madera City Council

June 2, 2021 **Council Chambers**
6:00 p.m. **City Hall**

This meeting was 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 was live streamed on the City's website at www.madera.gov/live. Members of the public were able to participate in the meeting remotely through an electronic meeting via phone by dialing (669) 900-6833 enter ID: 964 2936 4161# followed by *9 on their phone to speak. Comments were also 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 Santos Garcia
Mayor Pro Tem Artemio Villegas, District 6
Councilmember Cece Gallegos, District 1
Councilmember Jose Rodriguez, District 2
Councilmember Steve Montes, District 3
Councilmember Anita Evans, District 4

Absent: Vacant, District 5

Others present were City Manager Arnoldo Rodriguez, City Clerk Alicia Gonzales, City Attorney Hilda Cantu Montoy, Chief Building Official Steve Woodworth, City Engineer Keith Helmuth, Financial Services Director Roger Sanchez, Fire Division Chief Matt Watson, Grants Administrator Ivette Iraheta, Human Resources Director Wendy Silva, Information Services Manager Mark Souders, Chief of Police Dino Lawson, Interim Public Works Director Daniel Foss, Associate Planner Derek Sylvester, Deputy City Engineer Randy Bell, Administrative Analyst (Engineering) Nicole Say, Senior Civil Engineer Victor Aldama, and Communication Specialist Joseph Carrello.

INVOCATION: Pastor Fred Thurman, New Life Assembly

PLEDGE OF ALLEGIANCE: Human Resources Director Wendy Silva

APPROVAL OF AGENDA:
ON MOTION BY COUNCILMEMBER EVANS AND SECONDED BY MAYOR PRO TEM VILLEGAS, THE AGENDA WAS APPROVED BY A 6/0 VOTE. NOES: NONE. ABSENT: DISTRICT 5 IS CURRENTLY VACANT. ABSTAIN: NONE.

THE MOTION PASSED WITH THE FOLLOWING VOTE:

YES: 6 – COUNCILMEMBER GALLEGOS
COUNCILMEMBER RODRIGUEZ
COUNCILMEMBER MONTES
COUNCILMEMBER EVANS
MAYOR PRO TEM VILLEGAS
MAYOR GARCIA

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.

Angelina Garcia submitted an email asking for more equity permits the number amount of equity permit slots available for consideration and reducing the amount of some of the bigger corporation permits that are also being considered. She is a member of the community and representative of Mainstream Medicinal Club and would love to see a cannabis dispensary locally owned and run by members of the community regardless of whoever the permits are allocated to.

Marilyn Deleija submitted an email advising that she is a representative for Mainstream Medicinal Club and would appreciate if they would consider adding two more equity slots/positions for the dispensary permits that will be available in the future. She asked they consider either 8 total, 4 equity and 4 regular permits or 10 total, 4 equity and 6 regular permits. She stated that adding more equity slots gives better opportunities for local businesses and local business owners to get one of those permits.

Ms. Deleija would also like to address the planning committee to approve the rezoning of Madera to make it easier for interested parties to open dispensaries within city limits. This would be a great opportunity to revitalize downtown and its neighboring local businesses.

WRITTEN COMMUNICATIONS: None

PRESENTATIONS:

1. Proclamation Recognizing June as PRIDE Month
2. Proclamation Recognizing Madera born Olympic Hall of Famer Lee Edward Evans

INTRODUCTIONS: None

A. WORKSHOP:

A-1 Workshop on a Planned Caltrans Project on State Route 145 (SR145)
Recommendation: Consider Workshop Presentation and Provide Direction to Staff (Report by Keith Helmuth)

A Caltrans representative gave the report.

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 EVANS AND SECONDED BY MAYOR PRO TEM VILLEGAS, THE CONSENT CALENDAR WAS APPROVED BY A 6/0 VOTE. NOES: NONE. ABSENT: DISTRICT 5 IS CURRENTLY VACANT. ABSTAIN: NONE.

THE MOTION PASSED WITH THE FOLLOWING VOTE:

YES: 6 – COUNCILMEMBER GALLEGOS
COUNCILMEMBER RODRIGUEZ
COUNCILMEMBER MONTES
COUNCILMEMBER EVANS
MAYOR PRO TEM VILLEGAS
MAYOR GARCIA

B-1 Minutes – 02/17/21
Recommendation: Approve the City Council Minutes of February 17, 2021

B-2 Informational Report on Register of Audited Demands for May 8, 2021 to May 21, 2021
Recommendation: No Action Required (Report by Roger Sanchez)

B-3 Informational Report on Contract City Attorney Service and Litigation Expenditures
Recommendation: This report is submitted for informational purposes only and there is no action requested from the City Council (Report by Arnoldo Rodriguez)

B-4 Appointment to the City's ADA Advisory Council (MADAAC)

Recommendation: Adopt a Resolution Approving Councilwoman Evans' Appointment of Muhammed Latif to the City's ADA Advisory Council (Report by Wendy Silva)

RES 21-71 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPOINTING MUHAMMAD LATIF TO THE CITY OF MADERA ADA ADVISORY COUNCIL

B-5 Special Services Agreement with Liebert Cassidy Whitmore (LCW)

Recommendation: Adopt a Minute Order Approving a Special Services Agreement with LCW for Contract Legal Services (Report by Wendy Silva)

B-6 Joint Powers Agreement to join Public Risk Innovation, Solutions, and Management (PRISM)

Recommendation: Adopt a Resolution

1) Confirming the City of Madera's desire to join Prism; and
2) Approving the PRISM Joint Powers Agreement; and
3) Appointing the City Manager and Director of Human Resources to act on the City's behalf in matters related to PRISM (Report by Wendy Silva)

RES 21-72 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA TO JOIN PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT (PRISM) AND DELEGATE AUTHORITY TO THE CITY MANAGER AND DIRECTOR OF HUMAN RESOURCES TO ACT ON BEHALF OF THE CITY OF MADERA RELATING TO PRISM

B-7 Appointment to the City's Planning Commission

Recommendation: Adopt a Resolution Approving Councilwoman Evans' Appointment of Balwinder Singh to the City's Planning Commission (Report by Gary Conte)

RES 21-73 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPOINTING BALWINDER SINGH TO THE CITY OF MADERA PLANNING COMMISSION

B-8 Surplus Property

Recommendation: Approve a Minute Order Declaring Certain Property as Identified on the Surplus Property List to be Surplus Consistent with the City Purchasing Policy (Report by Roger Sanchez)

B-9 Preparation of the 2020 Urban Water Management Plan

Recommendation: Adopt a Resolution Approving an Agreement with Provost & Pritchard Consulting Group for Preparation of the 2020 Urban Water Management Plan (Report by Daniel Foss)

RES 21-74 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING AN AGREEMENT WITH PROVOST & PRITCHARD CONSULTING GROUP FOR THE CONSULTING AND PREPARATION OF THE 2020 URBAN WATER MANAGEMENT PLAN

B-10 Applications for Transportation Development Act (TDA) – Local Transportation Funds (LTF) and State Transit Assistance (STA) Funds for Fiscal Year (FY) 2021/22

Recommendation: Adopt a Resolution Approving the Applications for TDA– LTF and STA Funds for FY 2021/22 and Authorizing the City Engineer to execute and submit the Applications to the Madera County Transportation Commission (MCTC) (Report by Keith Helmuth)

RES 21-75 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING APPLICATIONS FOR TRANSPORTATION DEVELOPMENT ACT (TDA) - LOCAL TRANSPORTATION FUNDS (LTF) AND STATE TRANSIT ASSISTANCE (STA) FUNDS FOR FISCAL YEAR (FY) 2021/22 AND AUTHORIZING THE CITY ENGINEER TO EXECUTE AND SUBMIT THE APPLICATIONS TO MADERA COUNTY TRANSPORTATION COMMISSION (MCTC)

B-11 Project List for Fiscal Year (FY) 2021/22 Funded by Senate Bill (SB1) Road Maintenance and Rehabilitation Account (RMRA) – Local Streets and Roads Funding Program

Recommendation: Adopt a Resolution Adopting the City Project List for FY 2021/22 Funded by the SB 1 RMRA Account of the Local Streets and Roads Funding Program (Report by Keith Helmuth)

RES 21-76 RESOLUTION ADOPTING THE CITY OF MADERA PROJECT LIST FOR FISCAL YEAR (FY) 2021/22 FUNDED BY THE SENATE BILL (SB 1) ROAD MAINTENANCE AND REHABILITATION ACCOUNT (RMRA) – LOCAL STREETS AND ROADS FUNDING PROGRAM

B-12 Facilities Use Agreement between the City of Madera and Madera County Superintendent of Schools (MCSOS)/Madera County Office of Education (MCOE)

Recommendation: Adopt a Minute Order Approving Facilities Use Agreement with MCSOS and MCOE and Authorizing the City Manager to Execute Facilities Use Applications on an ongoing basis between the City and MCSOS/MCOE (Report by Dino Lawson)

C. PUBLIC HEARINGS: None

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

D-1 Approval of a New Schedule "A" Agreement with the California Department of Forestry and Fire Protection (CAL Fire) from July 1, 2021 to June 30, 2022 for Fire Service Operations

Recommendation: Adopt a Resolution Approving a New Schedule "A" Agreement with the California Department of Forestry and Fire Protection (CAL FIRE) from July 1, 2021 to June 30, 2022 for Fire Service Operations (Report by Matt Watson)

RES 21-77 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING A NEW SCHEDULE "A" AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION (CAL FIRE) FROM JULY 1, 2021, TO JUNE 30, 2022, FOR FIRE SERVICE OPERATIONS, AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT ON BEHALF OF THE CITY OF MADERA

D-2 Deficits Related to the Technology Fund and Facilities Maintenance Fund

Recommendation: Adopt a Minute Order Authorizing the Director of Financial Services to Transfer Existing Reserves from the General Fund and Various Enterprise Funds to the Technology Fund by $650k and $1.1M to the Facilities Maintenance Fund (Report by Roger Sanchez)

ON MOTION BY COUNCILMEMBER GALLEGOS AND SECONDED BY COUNCILMEMBER MONTES, THE CONSENT CALENDAR WAS APPROVED BY A 5/1 VOTE. NOES: COUNCILMEMBER RODRIGUEZ. ABSENT: DISTRICT 5 IS CURRENTLY VACANT. ABSTAIN: NONE.

THE MOTION PASSED WITH THE FOLLOWING VOTE:

YES: 5 – COUNCILMEMBER GALLEGOS
COUNCILMEMBER MONTES
COUNCILMEMBER EVANS
MAYOR PRO TEM VILLEGAS
MAYOR GARCIA

NOES: 1 - COUNCILMEMBER RODRIGUEZ

E. ADMINISTRATIVE REPORTS:

E-1 Redistricting Process Required for City Council Districts

Recommendation: Council to hear report on the redistricting process required by local, state, and federal law; discuss process, and provide direction to staff (Report by Hilda Cantu Montoy)

E-2 Fiscal Year Budget 2021/2022 Presentation and Workshop

Recommendation: Presentation for Fiscal Year Budget 2021/2022, Council Review, Discuss and Provide Direction to Staff (Report by Roger Sanchez)

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 Gallegos stated that the Farmers' Market starts this Thursday at Madera Community Hospital from 3:00 p.m. – 6:00 p.m. The Farmer's Market will be held every Thursday from June through August 5th.

Councilmember Rodriguez had nothing to report.

Councilmember Montes had nothing to report.

Councilmember Evans thanked everyone for all that they do. She stated that there will be a Juneteenth Celebration on June 19th and they will be honoring Olympiad Lee Evans who has passed and was born in Madera. The event starts at 3:00 p.m. and taco/food trucks will be out there.

Mayor Garcia thanked Councilmember Evans for organizing the event. Councilmember Evans thanked City Manager Arnoldo for assisting with organizing the event.

Mayor Pro Tem Villegas had nothing to report.

Mayor Garcia stated he was at Courthouse Park on Memorial Day honoring fallen veterans. He stated the event was very well put together.

G. CLOSED SESSION:

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

Agency Designated Representatives:
Arnoldo Rodriguez, Wendy Silva, Roger Sanchez, and Che Johnson

Employee Organizations:
General Bargaining Unit/Madera Affiliated City Employees Association
Mid-Management Employee Group
Madera Police Officers' Association
Law Enforcement Mid Management

City Attorney Hilda Cantu Montoy made the Closed Session Announcement at 9:00 p.m.

Council returned from closed session at 10:47 p.m. with six (6) Councilmembers present as District 5 is currently vacant.

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

ADJOURNMENT: The meeting was adjourned at 10:48 p.m. Next regular meeting on June 16, 2021.

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

SANTOS GARCIA, Mayor

MINUTES PREPARED BY
ZELDA LEON, Deputy City Clerk

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Anthony R. Forestiere

Department Director

Arnoldo Rodriguez

City Manager

Council Meeting of: October 20, 2021

Agenda Number: B-2

SUBJECT:

Informational Report on Register of Audited Demands

RECOMMENDATION:

Review Register of Audited Demands Report for September 25, 2021 to October 8, 2021

SUMMARY:

The Register of Audited Demands for the City covering obligations paid during the period of September 25, 2021 to October 8, 2021 is contained in the attachment and summarized in the following tables.

Table 1: *Warrant Distribution Summary*		
Description	*Check #'s*	*Amount*
General Warrants	30755 – 30891	$850,053.55

Table 2: *Wire Transfer Summary*		
Description	*Vendor*	*Amount*
Payroll and Taxes	Union Bank	$592,946.58
SDI	EDD	$2,673.31
CalPERS Payment	CalPERS	$124,450.53

DISCUSSION:

Warrant requests are processed weekly based on the adopted Fiscal Year 2020/2021 and 2021/2022 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 2020/2021 and 2021/2022 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

October 20, 2021

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
30755	09/28/2021	CITY ADMIN	PARKS ADMIN	CHURCH, MARY	TUITION REIMBURSEMENT	$ 993.00
30756	09/28/2021	PLANNING	PLANNING	ACRO SERVICE CORPORATION	TEMP SERVICES - PLANNING	$ 5,250.00
30757	09/28/2021	PW ADMIN	AIRPORT OPS	SERVICEMASTER BY J&C BROWN	SEPTEMBER 2021 JANITORIAL SERVICE	$ 255.70
30757	09/28/2021	PW ADMIN	CENTRAL ADMIN	SERVICEMASTER BY J&C BROWN	SEPTEMBER 2021 JANITORIAL SERVICE	$ 2,985.48
30757	09/28/2021	PW ADMIN	COMM & REC	SERVICEMASTER BY J&C BROWN	SEPTEMBER 2021 JANITORIAL SERVICE	$ 4,378.47
30757	09/28/2021	PW ADMIN	ENGINEERING	SERVICEMASTER BY J&C BROWN	SEPTEMBER 2021 JANITORIAL SERVICE	$ 2,199.94
30757	09/28/2021	PW ADMIN	FINANCE	SERVICEMASTER BY J&C BROWN	SEPTEMBER 2021 JANITORIAL SERVICE	$ 201.15
30757	09/28/2021	PW ADMIN	INTERMODAL BLDG	SERVICEMASTER BY J&C BROWN	SEPTEMBER 2021 JANITORIAL SERVICE	$ 475.11
30757	09/28/2021	PW ADMIN	SEWER OPS	SERVICEMASTER BY J&C BROWN	SEPTEMBER 2021 JANITORIAL SERVICE	$ 622.97
30757	09/28/2021	PW ADMIN	SOLID WASTE	SERVICEMASTER BY J&C BROWN	SEPTEMBER 2021 JANITORIAL SERVICE	$ 622.98
30757	09/28/2021	PW ADMIN	UB - GARBAGE	SERVICEMASTER BY J&C BROWN	SEPTEMBER 2021 JANITORIAL SERVICE	$ 201.17
30757	09/28/2021	PW ADMIN	UB - SEWER	SERVICEMASTER BY J&C BROWN	SEPTEMBER 2021 JANITORIAL SERVICE	$ 201.17
30757	09/28/2021	PW ADMIN	UB - WATER	SERVICEMASTER BY J&C BROWN	SEPTEMBER 2021 JANITORIAL SERVICE	$ 402.31
30757	09/28/2021	PW ADMIN	WATER QUALITY	SERVICEMASTER BY J&C BROWN	SEPTEMBER 2021 JANITORIAL SERVICE	$ 191.42
30757	09/28/2021	PW ADMIN	WWTP	SERVICEMASTER BY J&C BROWN	SEPTEMBER 2021 JANITORIAL SERVICE	$ 745.42
30757	09/28/2021	PW ADMIN	TRANSIT CENTER	SERVICEMASTER BY J&C BROWN	SEPTEMBER 2021 JANITORIAL SERVICE	$ 1,780.53
30757	09/28/2021	PW ADMIN	PD OPS	SERVICEMASTER BY J&C BROWN	SEPTEMBER 2021 JANITORIAL SERVICE	$ 3,949.61
30758	09/28/2021	FINANCE	PAYROLL TRUST	CA DEPARTMENT OF CHILD SUPPORT	CHILD SUPPORT DEDUCTIONS	$ 1,463.97
30759	09/28/2021	FINANCE	PAYROLL TRUST	MID-MGMT EMPLOYEE GROUP	SEPTEMBER 2021 MONTHLY DUES	$ 590.00
30760	09/28/2021	PD OPS	PD OPS	KELLOM, JOEL	PER DIEM - DRE FIELD CERTIFICATION	$ 369.57
30761	09/28/2021	WATER OPS	WATER OPS	CORRPRO COMPANIES, INC.	WATER TOWER INSPECTION	$ 740.00
30762	09/28/2021	ENGINEERING	RSTP - FED EX	GHD INC.	4TH/LAKE/CENTRAL INTERSECTION IMPROVEMNTS	$ 1,880.50
30763	09/28/2021	CITY ADMIN	CITY ATTORNEY	MONTOY LAW CORPORATION	CITY ATTORNEY CONTRACTED LEGAL SERVICES	$ 17,991.75
30764	09/28/2021	FINANCE	PAYROLL TRUST	MADERA CO SHERIFF-CIVIL DIVISION	SHERIFF GARNISHMENT ORDER	$ 929.66
30765	09/28/2021	FINANCE	DRAINAGE	NBS GOVERNMENT FINANCE GROUP	RATE STUDY/ANALYSIS	$ 2,490.78
30765	09/28/2021	FINANCE	SOLID WASTE	NBS GOVERNMENT FINANCE GROUP	RATE STUDY/ANALYSIS	$ 2,274.20
30765	09/28/2021	FINANCE	UB - SEWER	NBS GOVERNMENT FINANCE GROUP	RATE STUDY/ANALYSIS	$ 2,116.68
30765	09/28/2021	FINANCE	UB - WATER	NBS GOVERNMENT FINANCE GROUP	RATE STUDY/ANALYSIS	$ 2,963.34
30766	09/28/2021	GRANTS	CALTRANS - TRANSIT	WSP USA INC.	MADERA TRANSIT PLAN CONSULTANT	$ 4,497.54
30766	09/28/2021	GRANTS	CALTRANS - TRANSIT	WSP USA INC.	MADERA TRANSIT PLAN CONSULTANT	$ 1,892.85
30767	09/28/2021	IS	COMPUTER MAINT	ZONES IT SOLUTIONS INC	ZOOM CAMERA FOR COUNCIL CHAMBERS	$ 6,082.32
30768	09/28/2021	CITY ADMIN	BUILDING	BRAVO MERCEDES	REIMBURSEMENT - MARRIOT RESERVATION	$ 431.86
30769	09/28/2021	UB - WATER	WATER FUND	CUNNINGHAM MARY	UB 2450004 212 S I CREDIT REFUND	$ 73.39
30770	09/28/2021	UB - WATER	WATER FUND	RAMIREZ SALVADOR	UB 9909650 3212 HOLLOW CREDIT REFUND	$ 541.69
30771	09/28/2021	UB - WATER	WATER FUND	RAMIREZ SALVADOR	UB 9909650 3212 HOLLOW CREDIT REFUND	$ 10.77
30772	09/28/2021	UB - WATER	WATER FUND	RAMIREZ SALVADOR	UB 9909650 3212 HOLLOW CREDIT REFUND	$ 18.49
30773	09/28/2021	WATER	WATER QUALITY	DELLAVALLE LABORATORY,INC.	WATER SAMPLES	$ 1,189.00

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30774	09/28/2021	FINANCE	AQUATICS PROGRM	AT&T	08/21 CALNET 3 SERVICE 9391026397	$ 21.62
30774	09/28/2021	FINANCE	MEAS K - FIRE	AT&T	09/21 CALNET 3 SERVICE 9391068734	$ 47.84
30774	09/28/2021	FINANCE	SR CITIZEN COMM	AT&T	08/21 CALNET 3 SERVICE 9391026398	$ 23.40
30774	09/28/2021	FINANCE	SR CITIZEN COMM	AT&T	08/21 CALNET 3 SERVICE 939106403	$ 26.27
30774	09/28/2021	FINANCE	PD OPS	AT&T	08/21 CALNET 3 SERVICE 9391026401	$ 23.40
30775	09/28/2021	FINANCE	BUILDING	AT&T	08/21 FIRSTNET SERVICE 287302656036	$ 289.91
30775	09/28/2021	FINANCE	CITY CLERK	AT&T	06/21 FIRSTNET SERVICE 287302656036	$ 88.36
30775	09/28/2021	FINANCE	CITY CLERK	AT&T	07/21 FIRSTNET SERVICE 287302656036	$ 88.36
30775	09/28/2021	FINANCE	CITY CLERK	AT&T	08/21 FIRSTNET SERVICE 287302656036	$ 88.36
30775	09/28/2021	FINANCE	CITY COUNCIL	AT&T	06/21 FIRSTNET SERVICE 287302656036	$ 281.68
30775	09/28/2021	FINANCE	CITY COUNCIL	AT&T	07/21 FIRSTNET SERVICE 287302656036	$ 281.68
30775	09/28/2021	FINANCE	CITY COUNCIL	AT&T	08/21 FIRSTNET SERVICE 287302656036	$ 281.68
30775	09/28/2021	FINANCE	CODE ENF	AT&T	06/21 FIRSTNET SERVICE 287302656036	$ 49.22
30775	09/28/2021	FINANCE	CODE ENF	AT&T	07/21 FIRSTNET SERVICE 287302656036	$ 49.22
30775	09/28/2021	FINANCE	CODE ENF	AT&T	08/21 FIRSTNET SERVICE 287302656036	$ 49.22
30775	09/28/2021	FINANCE	COMPUTER MAINT	AT&T	06/21 FIRSTNET SERVICE 287302656036	$ 329.42
30775	09/28/2021	FINANCE	COMPUTER MAINT	AT&T	07/21 FIRSTNET SERVICE 287302656036	$ 329.42
30775	09/28/2021	FINANCE	COMPUTER MAINT	AT&T	08/21 FIRSTNET SERVICE 287302656036	$ 372.26
30775	09/28/2021	FINANCE	ENGINEERING	AT&T	06/21 FIRSTNET SERVICE 287302656036	$ 176.72
30775	09/28/2021	FINANCE	ENGINEERING	AT&T	07/21 FIRSTNET SERVICE 287302656036	$ 176.72
30775	09/28/2021	FINANCE	ENGINEERING	AT&T	08/21 FIRSTNET SERVICE 287302656036	$ 176.72
30775	09/28/2021	FINANCE	FACILITIES MAINT	AT&T	06/21 FIRSTNET SERVICE 287302656036	$ 599.54
30775	09/28/2021	FINANCE	FACILITIES MAINT	AT&T	07/21 FIRSTNET SERVICE 287302656036	$ 599.54
30775	09/28/2021	FINANCE	FACILITIES MAINT	AT&T	08/21 FIRSTNET SERVICE 287302656036	$ 599.54
30775	09/28/2021	FINANCE	FINANCE	AT&T	06/21 FIRSTNET SERVICE 287302656036	$ 142.62
30775	09/28/2021	FINANCE	FINANCE	AT&T	07/21 FIRSTNET SERVICE 287302656036	$ 142.62
30775	09/28/2021	FINANCE	FINANCE	AT&T	08/21 FIRSTNET SERVICE 287302656036	$ 142.62
30775	09/28/2021	FINANCE	FLEET MAINT	AT&T	06/21 FIRSTNET SERVICE 287302656036	$ 44.18
30775	09/28/2021	FINANCE	FLEET MAINT	AT&T	07/21 FIRSTNET SERVICE 287302656036	$ 44.18
30775	09/28/2021	FINANCE	FLEET MAINT	AT&T	08/21 FIRSTNET SERVICE 287302656036	$ 44.18
30775	09/28/2021	FINANCE	HR/RISK MGT	AT&T	06/21 FIRSTNET SERVICE 287302656036	$ 49.22
30775	09/28/2021	FINANCE	HR/RISK MGT	AT&T	07/21 FIRSTNET SERVICE 287302656036	$ 49.22
30775	09/28/2021	FINANCE	HR/RISK MGT	AT&T	08/21 FIRSTNET SERVICE 287302656036	$ 49.22
30775	09/28/2021	FINANCE	PARKS	AT&T	06/21 FIRSTNET SERVICE 287302656036	$ 49.22
30775	09/28/2021	FINANCE	PARKS	AT&T	07/21 FIRSTNET SERVICE 287302656036	$ 49.22
30775	09/28/2021	FINANCE	PARKS	AT&T	08/21 FIRSTNET SERVICE 287302656036	$ 49.22
30775	09/28/2021	FINANCE	STREETS	AT&T	06/21 FIRSTNET SERVICE 287302656036	$ 49.22
30775	09/28/2021	FINANCE	STREETS	AT&T	07/21 FIRSTNET SERVICE 287302656036	$ 49.22
30775	09/28/2021	FINANCE	STREETS	AT&T	08/21 FIRSTNET SERVICE 287302656036	$ 49.22
30775	09/28/2021	FINANCE	WWTP	AT&T	06/21 FIRSTNET SERVICE 287302656036	$ 49.22

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30775	09/28/2021	FINANCE	WWTP	AT&T	07/21 FIRSTNET SERVICE 287302656036	$ 49.22
30775	09/28/2021	FINANCE	WWTP	AT&T	08/21 FIRSTNET SERVICE 287302656036	$ 49.22
30775	09/28/2021	FINANCE	MEAS K - PD	AT&T	06/21 FIRSTNET SERVICE 287302656036	$ 89.46
30775	09/28/2021	FINANCE	MEAS K - PD	AT&T	07/21 FIRSTNET SERVICE 287302656036	$ 89.46
30775	09/28/2021	FINANCE	MEAS K - PD	AT&T	08/21 FIRSTNET SERVICE 287302656036	$ 89.46
30775	09/28/2021	FINANCE	CITY MANAGER	AT&T	06/21 FIRSTNET SERVICE 287302656036	$ 49.22
30775	09/28/2021	FINANCE	CITY MANAGER	AT&T	07/21 FIRSTNET SERVICE 287302656036	$ 49.22
30775	09/28/2021	FINANCE	CITY MANAGER	AT&T	08/21 FIRSTNET SERVICE 287302656036	$ 49.22
30776	09/28/2021	WATER	WATER QUALITY	AANONSON SPRINKLER CO	REPAIR PARTS - CHLORINE GENERATOR	$ 431.44
30777	09/28/2021	FINANCE	FINANCE	AMERICAN BUSINESS MACHINES	BL TONER	$ 541.23
30778	09/28/2021	HR	CITY MANAGER	BLUE SHIELD OF CALIFORNIA	CITY PAID RETIREE MED BILL OCT 21	$ 207.00
30779	09/28/2021	FACILITIES	FACILITIES MAINT	CA DEPARTMENT OF TRANSPORTATION	TRAFFIC SIGNAL REPAIR	$ 4,025.59
30779	09/28/2021	FACILITIES	FACILITIES MAINT	CA DEPARTMENT OF TRANSPORTATION	TRAFFIC SIGNAL MAINTENANCE	$ 177.73
30780	09/28/2021	PURCHASING	AIRPORT OPS	CANON FINANCIAL SERVICES	COPIER LEASE AUG 2021	$ 26.96
30780	09/28/2021	PURCHASING	BUILDING	CANON FINANCIAL SERVICES	COPIER LEASE AUG 2021	$ 11.66
30780	09/28/2021	PURCHASING	CITY ATTORNEY	CANON FINANCIAL SERVICES	COPIER LEASE AUG 2021	$ 1.31
30780	09/28/2021	PURCHASING	CITY CLERK	CANON FINANCIAL SERVICES	COPIER LEASE AUG 2021	$ 119.63
30780	09/28/2021	PURCHASING	CODE ENF	CANON FINANCIAL SERVICES	COPIER LEASE AUG 2021	$ 156.46
30780	09/28/2021	PURCHASING	COMPUTER MAINT	CANON FINANCIAL SERVICES	COPIER LEASE AUG 2021	$ 21.50
30780	09/28/2021	PURCHASING	ENGINEERING	CANON FINANCIAL SERVICES	COPIER LEASE AUG 2021	$ 517.89
30780	09/28/2021	PURCHASING	FINANCE	CANON FINANCIAL SERVICES	COPIER LEASE AUG 2021	$ 255.58
30780	09/28/2021	PURCHASING	GRANT OVERSIGHT	CANON FINANCIAL SERVICES	COPIER LEASE AUG 2021	$ 55.15
30780	09/28/2021	PURCHASING	HR/RISK MGT	CANON FINANCIAL SERVICES	COPIER LEASE AUG 2021	$ 154.67
30780	09/28/2021	PURCHASING	PARKS ADMIN	CANON FINANCIAL SERVICES	COPIER LEASE AUG 2021	$ 547.84
30780	09/28/2021	PURCHASING	PLANNING	CANON FINANCIAL SERVICES	COPIER LEASE AUG 2021	$ 170.55
30780	09/28/2021	PURCHASING	SEWER OPS	CANON FINANCIAL SERVICES	COPIER LEASE AUG 2021	$ 37.89
30780	09/28/2021	PURCHASING	SOLID WASTE	CANON FINANCIAL SERVICES	COPIER LEASE AUG 2021	$ 37.89
30780	09/28/2021	PURCHASING	TRANS - FIXED	CANON FINANCIAL SERVICES	COPIER LEASE AUG 2021	$ 61.16
30780	09/28/2021	PURCHASING	TRANS - DAR	CANON FINANCIAL SERVICES	COPIER LEASE AUG 2021	$ 61.16
30780	09/28/2021	PURCHASING	UB - WATER	CANON FINANCIAL SERVICES	COPIER LEASE AUG 2021	$ 258.61
30780	09/28/2021	PURCHASING	WATER OPS	CANON FINANCIAL SERVICES	COPIER LEASE AUG 2021	$ 241.45
30780	09/28/2021	PURCHASING	WATER QUALITY	CANON FINANCIAL SERVICES	COPIER LEASE AUG 2021	$ 122.32
30780	09/28/2021	PURCHASING	WWTP	CANON FINANCIAL SERVICES	COPIER LEASE AUG 2021	$ 200.38
30780	09/28/2021	PURCHASING	PURCHASING	CANON FINANCIAL SERVICES	COPIER LEASE AUG 2021	$ 139.16
30780	09/28/2021	PURCHASING	PD OPS	CANON FINANCIAL SERVICES	PD COPIER AUG 2021	$ 189.23
30780	09/28/2021	PURCHASING	PD OPS	CANON FINANCIAL SERVICES	COPIER LEASE AUG 2021	$ 846.09
30781	09/28/2021	PD OPS	PD OPS	CHIARAMONTE, GIACHINO	PER DIEM - FBI NAA STATE CONFERENCE	$ 277.50
30782	09/28/2021	FINANCE	PAYROLL TRUST	COLONIAL LIFE & ACCIDENT INSURANCE CO	EE LIFE INSURANCE	$ 890.73
30783	09/28/2021	HR	HR/RISK MGT	CPS HR CONSULTING	BILINGUAL TEST SCORING	$ 1,452.00
30785	09/28/2021	BUILDING	BUILDING	FIRE SAFETY SOLUTIONS, LLC	FIRE PROTECTION SVS 09/01/21-09/15/21	$ 14,440.00

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30786	09/28/2021	FINANCE	PAYROLL TRUST	M A C E A	SEPTEMBER 2021 MONTHLY DUES	$ 1,912.50
30787	09/28/2021	FINANCE	AIRPORT OPS	CITY OF MADERA	LMD ASSESSMENT	$ 307.28
30787	09/28/2021	FINANCE	WATER CONSERV	CITY OF MADERA	MULCH REBATE 9918195	$ 100.00
30787	09/28/2021	FINANCE	WATER CONSERV	CITY OF MADERA	DISHWASHER REPLACEMENT REBATE 9924914	$ 200.00
30787	09/28/2021	FINANCE	WATER CONSERV	CITY OF MADERA	TOILET REPLACEMENT REBATE 9914854	$ 85.00
30787	09/28/2021	FINANCE	WATER CONSERV	CITY OF MADERA	TOILET REPLACEMENT REBATE 9897723	$ 200.00
30787	09/28/2021	FINANCE	WATER CONSERV	CITY OF MADERA	TOILET REPLACEMENT REBATE 7468123	$ 200.00
30787	09/28/2021	FINANCE	WATER CONSERV	CITY OF MADERA	CLOTHES WASHER REPLACEMENT REBATE	$ 200.00
30787	09/28/2021	FINANCE	WATER CONSERV	CITY OF MADERA	SMART IRR CONTROLLER REBATE 9918195	$ 149.99
30787	09/28/2021	FINANCE	ECON DEVELOPMT	CITY OF MADERA	LMD ASSESSMENT	$ 2,278.32
30788	09/28/2021	FINANCE	PAYROLL TRUST	M.C.E.A.	SEPTEMBER 2021 MONTHLY DUES	$ 330.00
30789	09/28/2021	FINANCE	PD OPS	MADERA COUNTY TREASURER	07/21 COUNTY'S PORTION OF PARKING PENALTIES PAID	$ 641.50
30789	09/28/2021	FINANCE	PD OPS	MADERA COUNTY TREASURER	08/21 COUNTY'S PORTION OF PARKING PENALTIES PAID	$ 1,043.00
30790	09/28/2021	FINANCE	PAYROLL TRUST	M P O A	SEPTEMBER 2021 MONTHLY DUES	$ 7,035.44
30791	09/28/2021	HR	HR/RISK MGT	MADERA TRIBUNE	PUBLICATION OF ORDINANCE	$ 188.50
30791	09/28/2021	HR	HR/RISK MGT	MADERA TRIBUNE	JOB RECRUITMENT AD - WWTP	$ 114.00
30792	09/28/2021	PD OPS	PD OPS	MCCOMBS, MATTHEW	PER DIEM - SLI #468 SESSION 6	$ 277.50
30793	09/28/2021	FINANCE	PAYROLL TRUST	N.P.C.-ORCHARD TRUST COMPANY	EE DEFERRED COMP CONTRIBUTIONS	$ 1,729.52
30794	09/28/2021	FINANCE	PAYROLL TRUST	N.P.C.-ORCHARD TRUST COMPANY	EE DEFERRED COMP CONTRIBUTIONS	$ 8,654.04
30795	09/28/2021	FINANCE	FINANCE	PHOENIX GROUP INFO SYS	JULY 2021 CITATIONS	$ 183.65
30795	09/28/2021	FINANCE	FINANCE	PHOENIX GROUP INFO SYS	AUGUST 2021 CITATIONS	$ 364.60
30795	09/28/2021	FINANCE	PARKING DIST OPS	PHOENIX GROUP INFO SYS	JULY 2021 CITATIONS	$ 107.85
30795	09/28/2021	FINANCE	PARKING DIST OPS	PHOENIX GROUP INFO SYS	AUGUST 2021 CITATIONS	$ 31.70
30796	09/28/2021	HR	SEWER OPS	REGENCE BLUECROSS BLUESHIELD OF UT	CITY PAID RETIREE MEDICAL BILL OCT 2021	$ 122.00
30796	09/28/2021	HR	WATER OPS	REGENCE BLUECROSS BLUESHIELD OF UT	CITY PAID RETIREE MEDICAL BILL OCT 2021	$ 122.00
30797	09/28/2021	PLANNING	PLANNING	RINCON CONSULTANTS, INC.	CONSULTING SERVICES	$ 26,494.00
30798	09/28/2021	GRANTS	LOW CARBON TRANSIT	SAFETY NETWORK, INC.	MADERA METRO SIGNAGE	$ 11,507.04
30799	09/28/2021	IS	COMPUTER MAINT	SHI INTERNATIONAL CORP.	CRYLANCE VIRUS PROTECTION RENEWAL	$ 3,187.50
30799	09/28/2021	IS	COMPUTER MAINT	SHI INTERNATIONAL CORP.	CRYLANCE VIRUS PROTECTION RENEWAL	$ 1,312.50
30800	09/28/2021	IS	COMPUTER MAINT	SOUTHERN COMPUTER WAREHOUSE	REPLACEMENT UPS FOR SITES	$ 3,601.77
30801	09/28/2021	IS	COMPUTER MAINT	TYLER TECHNOLOGIES INC.	TYLER MUNIS MAINTENANCE	$ 62,523.28
30801	09/28/2021	IS	COMPUTER MAINT	TYLER TECHNOLOGIES INC.	TYLER MUNIS MAINTENANCE	$ 16,453.50
30802	09/28/2021	FINANCE	PAYROLL TRUST	VANTAGEPOINT TRANSFER AGENTS-457	EE DEFERRED COMP CONTRIBUTIONS	$ 25,168.67
30803	09/28/2021	FINANCE	AIRPORT OPS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 08/11/21-09/10/21	$ 65.38
30803	09/28/2021	FINANCE	BUILDING	VERIZON WIRELESS	CITY CELL PHONE CHARGES 08/11/21-09/10/21	$ 153.12
30803	09/28/2021	FINANCE	CITY COUNCIL	VERIZON WIRELESS	CITY CELL PHONE CHARGES 08/11/21-09/10/21	$ 46.61
30803	09/28/2021	FINANCE	COMPUTER MAINT	VERIZON WIRELESS	CITY CELL PHONE CHARGES 08/11/21-09/10/21	$ (68.55)
30803	09/28/2021	FINANCE	ENGINEERING	VERIZON WIRELESS	CITY CELL PHONE CHARGES 08/11/21-09/10/21	$ 51.04
30803	09/28/2021	FINANCE	FACILITIES MAINT	VERIZON WIRELESS	CITY CELL PHONE CHARGES 08/11/21-09/10/21	$ 51.52
30803	09/28/2021	FINANCE	FIRE	VERIZON WIRELESS	CITY CELL PHONE CHARGES 08/11/21-09/10/21	$ 152.04

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30803	09/28/2021	FINANCE	FLEET MAINT	VERIZON WIRELESS	CITY CELL PHONE CHARGES 08/11/21-09/10/21	$ 2.32
30803	09/28/2021	FINANCE	GRANT OVERSIGHT	VERIZON WIRELESS	CITY CELL PHONE CHARGES 08/11/21-09/10/21	$ 51.04
30803	09/28/2021	FINANCE	HR/RISK MGT	VERIZON WIRELESS	CITY CELL PHONE CHARGES 08/11/21-09/10/21	$ 38.01
30803	09/28/2021	FINANCE	PARKS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 08/11/21-09/10/21	$ 1.20
30803	09/28/2021	FINANCE	PLANNING	VERIZON WIRELESS	CITY CELL PHONE CHARGES 08/11/21-09/10/21	$ 102.08
30803	09/28/2021	FINANCE	STREETS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 08/11/21-09/10/21	$ 12.99
30803	09/28/2021	FINANCE	SEWER OPS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 08/11/21-09/10/21	$ 6.57
30803	09/28/2021	FINANCE	STREET CLEANING	VERIZON WIRELESS	CITY CELL PHONE CHARGES 08/11/21-09/10/21	$ 0.48
30803	09/28/2021	FINANCE	UB - WATER	VERIZON WIRELESS	CITY CELL PHONE CHARGES 08/11/21-09/10/21	$ 1.34
30803	09/28/2021	FINANCE	WATER OPS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 08/11/21-09/10/21	$ 84.38
30803	09/28/2021	FINANCE	WATER QUALITY	VERIZON WIRELESS	CITY CELL PHONE CHARGES 08/11/21-09/10/21	$ 38.01
30803	09/28/2021	FINANCE	WWTP	VERIZON WIRELESS	CITY CELL PHONE CHARGES 08/11/21-09/10/21	$ 110.91
30803	09/28/2021	FINANCE	MEAS K - PD	VERIZON WIRELESS	CITY CELL PHONE CHARGES 08/11/21-09/10/21	$ 81.72
30803	09/28/2021	FINANCE	CITY MANAGER	VERIZON WIRELESS	CITY CELL PHONE CHARGES 08/11/21-09/10/21	$ 45.86
30803	09/28/2021	FINANCE	PD OPS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 08/11/21-09/10/21	$ 216.11
30804	09/28/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9921407 2178 W PARK CREDIT REFUND	$ 245.50
30805	09/28/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9922792 3329 CAMINO CREDIT REFUND	$ 246.98
30806	09/28/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 5806131 3278 DOUBLE TREE CREDIT REFUND	$ 139.10
30807	09/28/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9924185 396 S KNOX CREDIT REFUND	$ 44.28
30808	09/28/2021	FINANCE	WATER UTILITY	OTP- UB REFUNDS	UB REFUND - 9923358UB REFUND - 9923358	$ 306.07
30809	09/28/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9925975 420 E 4TH CREDIT REFUND	$ 285.41
30810	09/28/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9910113 225 N LAKE CREDIT REFUND	$ 284.68
30811	09/28/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9907886 420 WILLIAMS CREDIT REFUND	$ 131.58
30812	09/28/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9923195 1005 E LINCOLN CREDIT REFUND	$ 178.83
30813	09/28/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 3845001 1517 W 5TH CREDIT REFUND	$ 360.18
30814	09/28/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9921259 133 MONARCH CREDIT REFUND	$ 180.39
30815	09/28/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9920618 858 COSENTINO CREDIT REFUND	$ 168.97
30816	09/28/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9912791 1879 FILLMORE CREDIT REFUND	$ 435.78
30817	09/28/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9925606 2520 DRIFTWOOD CREDIT REFUND	$ 134.41
30818	09/28/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9855021 715 W YOSEMITE CREDIT REFUND	$ 132.98
30819	09/28/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9898295 2632 PLUMAS CREDIT REFUND	$ 277.60
30820	09/28/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9922909 343 W OLIVE CREDIT REFUND	$ 404.79
30821	09/28/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9896052 3144 SULTANA CREDIT REFUND	$ 124.35
30822	09/28/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9925327 1520 W 4TH CREDIT REFUND	$ 201.73
30823	09/28/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9921335 2526 BEECHWOOD CREDIT REFUND	$ 97.39
30824	10/05/2021	PD OPS	PD OPS	KER'S GAS & LUBE, INC.	AUGUST 2021 PD CAR WASHES	$ 511.00
30825	10/05/2021	PLANNING	PLANNING	ACRO SERVICE CORPORATION	TEMP SERVICES - PLANNING	$ 2,193.75
30826	10/05/2021	PARKS	PARKS	WEST COAST ARBORISTS INC	TREE TRIMMING	$ 15,937.50
30827	10/05/2021	FINANCE	PAYROLL TRUST	CA DEPARTMENT OF CHILD SUPPORT	CHILD SUPPORT DEDUCTIONS	$ 969.20
30828	10/05/2021	PD OPS	PD OPS	HARRY D. WILSON INC.	BRAKE PAD REPLACEMENT-TIRE MOUNT	$ 530.17

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
30828	10/05/2021	PD OPS	PD OPS	HARRY D. WILSON INC.	FRONT TIRE PATCH	$ 50.00
30829	10/05/2021	PW ADMIN	WWTP	MUNOZ, ANTHONY	REIMBURSEMENT - CERTIFICATION EXAM APP FEE	$ 295.00
30830	10/05/2021	PD OPS	PD OPS	AIRLINK AUTOMATION	THERMAL TRANSFER LABELS	$ 157.15
30831	10/05/2021	PD OPS	PD OPS	CRISCOM PUBLIC RELATIONS, INC.	GRANT RESEARCH & WRITING SERVICES OCT 2021	$ 4,000.00
30832	10/05/2021	PD OPS	PD OPS	PACIFIC STORAGE COMPANY	SERVICE 36 INCH EXECUTIVE COSOLE	$ 322.00
30833	10/05/2021	PD OPS	PD OPS	TRILOGY MEDWASTE WEST LLC	STOP FEE - NO WASTE	$ 50.00
30834	10/05/2021	FINANCE	PAYROLL TRUST	MADERA CO SHERIFF-CIVIL DIVISION	SHERIFF GARNISHMENT ORDER	$ 739.23
30835	10/05/2021	CITY CLERK	CITY CLERK	GENERAL LOGISTICS SYSTEMS US INC	OVERNIGHT MAIL TO CITY ATTORNEY	$ 6.98
30836	10/05/2021	PLANNING	PLANNING	TELECOM LAW FIRM, P.C.	CONSULTING SERVICES	$ 3,200.00
30837	10/05/2021	FIRE	FIRE	VAN DE POL ENTERPRISES, INC.	FUEL CDF 08/16/21-08/31/21	$ 961.15
30837	10/05/2021	FIRE	FIRE	VAN DE POL ENTERPRISES, INC.	FUEL CDF 09/01/21-09/15/21	$ 747.08
30837	10/05/2021	FIRE	FIRE	VAN DE POL ENTERPRISES, INC.	FUEL CDF 08/31/21	$ 2,889.14
30838	10/05/2021	FINANCE	GENERAL FUND	CA DEPT OF TAX AND FEE ADMINISTRATION	SALES & USE TAX FY 20/21	$ 1,301.76
30838	10/05/2021	FINANCE	MEAS K - FIRE	CA DEPT OF TAX AND FEE ADMINISTRATION	SALES & USE TAX FY 20/21	$ 57.24
30838	10/05/2021	FINANCE	SOLID WASTE	CA DEPT OF TAX AND FEE ADMINISTRATION	SALES & USE TAX FY 20/21	$ 0.02
30838	10/05/2021	FINANCE	SUPP LAW ENF	CA DEPT OF TAX AND FEE ADMINISTRATION	SALES & USE TAX FY 20/21	$ 1.92
30838	10/05/2021	FINANCE	WATER FUND	CA DEPT OF TAX AND FEE ADMINISTRATION	SALES & USE TAX FY 20/21	$ 54.71
30838	10/05/2021	FINANCE	SEWER FUND	CA DEPT OF TAX AND FEE ADMINISTRATION	SALES & USE TAX FY 20/21	$ (226.48)
30838	10/05/2021	FINANCE	GENERAL CAPITAL	CA DEPT OF TAX AND FEE ADMINISTRATION	SALES & USE TAX FY 20/21	$ 1.07
30838	10/05/2021	FINANCE	MEAS T -TRANSIT	CA DEPT OF TAX AND FEE ADMINISTRATION	SALES & USE TAX FY 20/21	$ 6.38
30838	10/05/2021	FINANCE	MEAS K SALES TAX	CA DEPT OF TAX AND FEE ADMINISTRATION	SALES & USE TAX FY 20/21	$ 41.56
30838	10/05/2021	FINANCE	FIXED ROUTE	CA DEPT OF TAX AND FEE ADMINISTRATION	SALES & USE TAX FY 20/21	$ 3,033.53
30838	10/05/2021	FINANCE	EQUIPMENT MAINT	CA DEPT OF TAX AND FEE ADMINISTRATION	SALES & USE TAX FY 20/21	$ (6.46)
30838	10/05/2021	FINANCE	FACILITIES MAINT	CA DEPT OF TAX AND FEE ADMINISTRATION	SALES & USE TAX FY 20/21	$ 6.54
30838	10/05/2021	FINANCE	COMPUTER MAINT	CA DEPT OF TAX AND FEE ADMINISTRATION	SALES & USE TAX FY 20/21	$ 1,637.99
30838	10/05/2021	FINANCE	FED AID-URBAN	CA DEPT OF TAX AND FEE ADMINISTRATION	SALES & USE TAX FY 20/21	$ 0.46
30838	10/05/2021	FINANCE	LOCAL TRANSPORT	CA DEPT OF TAX AND FEE ADMINISTRATION	SALES & USE TAX FY 20/21	$ 757.33
30838	10/05/2021	FINANCE	DUI ENFORCEMENT	CA DEPT OF TAX AND FEE ADMINISTRATION	SALES & USE TAX FY 20/21	$ 555.79
30838	10/05/2021	FINANCE	DRAINAGE OPS	CA DEPT OF TAX AND FEE ADMINISTRATION	SALES & USE TAX FY 20/21	$ 0.01
30838	10/05/2021	FINANCE	PD GRANTS	CA DEPT OF TAX AND FEE ADMINISTRATION	SALES & USE TAX FY 20/21	$ 0.91
30838	10/05/2021	FINANCE	WATER CAPITAL	CA DEPT OF TAX AND FEE ADMINISTRATION	SALES & USE TAX FY 20/21	$ 54.00
30839	10/05/2021	FACILITIES	WWTP	TIMILON CORPORATION	AIR PURIFIERS	$ 1,555.28
30839	10/05/2021	FACILITIES	PD OPS	TIMILON CORPORATION	AIR PURIFIERS	$ 780.00
30840	10/05/2021	WWTP	WWTP	DELLAVALLE LABORATORY,INC.	PERMIT COMPLIANCE LAB	$ 405.00
30840	10/05/2021	WATER	WATER QUALITY	DELLAVALLE LABORATORY,INC.	WATER SAMPLES	$ 551.00
30841	10/05/2021	FINANCE	SEWER OPS	AT&T	08/21 CALNET 3 SERVICE 9391031570	$ 210.49
30841	10/05/2021	FINANCE	PD OPS	AT&T	08/21 CALNET 3 SERVICE 9391020514	$ 166.16
30841	10/05/2021	PD OPS	PD OPS	AT&T	08/21 CALNET 3 SERVICE 9391031566	$ 166.16
30841	10/05/2021	PD OPS	PD OPS	AT&T	08/21 CALNET 3 SERVICE 9391031578	$ 174.18
30842	10/05/2021	ENGINEERING	ENGINEERING	AMERICAN BUSINESS MACHINES	WIDE FORMAT PRINTER	$ 98.00

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
30843	10/05/2021	FINANCE	AIRPORT OPS	ARAMARK UNIFORM SERVICES	09/21 UNIFORM SERVICES	$ 16.84
30843	10/05/2021	FINANCE	CENTRAL ADMIN	ARAMARK UNIFORM SERVICES	09/21 UNIFORM SERVICES	$ 94.56
30843	10/05/2021	FINANCE	ENGINEERING	ARAMARK UNIFORM SERVICES	09/21 UNIFORM SERVICES	$ 22.08
30843	10/05/2021	FINANCE	FACILITIES MAINT	ARAMARK UNIFORM SERVICES	09/21 UNIFORM SERVICES	$ 453.54
30843	10/05/2021	FINANCE	FLEET MAINT	ARAMARK UNIFORM SERVICES	09/21 UNIFORM SERVICES	$ 191.50
30843	10/05/2021	FINANCE	PARKS	ARAMARK UNIFORM SERVICES	09/21 UNIFORM SERVICES	$ 291.03
30843	10/05/2021	FINANCE	STREETS	ARAMARK UNIFORM SERVICES	09/21 UNIFORM SERVICES	$ 622.73
30843	10/05/2021	FINANCE	SEWER OPS	ARAMARK UNIFORM SERVICES	09/21 UNIFORM SERVICES	$ 199.20
30843	10/05/2021	FINANCE	UB - WATER	ARAMARK UNIFORM SERVICES	09/21 UNIFORM SERVICES	$ 6.32
30843	10/05/2021	FINANCE	WATER OPS	ARAMARK UNIFORM SERVICES	09/21 UNIFORM SERVICES	$ 213.24
30843	10/05/2021	FINANCE	WATER QUALITY	ARAMARK UNIFORM SERVICES	09/21 UNIFORM SERVICES	$ 82.67
30843	10/05/2021	FINANCE	WWTP	ARAMARK UNIFORM SERVICES	09/21 UNIFORM SERVICES	$ 575.68
30844	10/05/2021	ENGINEERING	GENERAL TRUST	BERRY CONSTRUCTION	REFUND CASH BOND - POND PLACE	$ 3,000.00
30845	10/05/2021	PD OPS	PD OPS	CA DEPARTMENT OF JUSTICE	AUG 2021 FINGERPRINTING	$ 449.00
30845	10/05/2021	PD OPS	PD OPS	CA DEPARTMENT OF JUSTICE	AUG 2021 BLOOD ALCOHOL ANALYSIS	$ 945.00
30846	10/05/2021	PD OPS	ENGINEERING	CA SURVEYING AND DRAFTING SUPPLY	CONSTRUCTION PAINT SUPPLIES	$ 119.25
30847	10/05/2021	FINANCE	PAYROLL TRUST	COLONIAL LIFE & ACCIDENT INSURANCE CO	EE LIFE INSURANCE	$ 869.34
30848	10/05/2021	FINANCE	PD OPS	COMCAST	09/21 SERVICE 8155500320322006	$ 86.13
30848	10/05/2021	PD OPS	PD OPS	COMCAST	09/21 SVS 8155500320092096	$ 149.72
30849	10/05/2021	PD OPS	CODE ENF	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST AUG 2021	$ 175.00
30850	10/05/2021	FINANCE	UB - GARBAGE	DATAPROSE, LLC	JUNE 2021 NEWSLETTER	$ 295.79
30850	10/05/2021	FINANCE	UB - GARBAGE	DATAPROSE, LLC	JULY 2021 NEWSLETTER	$ 295.79
30850	10/05/2021	FINANCE	UB - GARBAGE	DATAPROSE, LLC	AUG 2021 NEWSLETTER	$ 295.79
30850	10/05/2021	FINANCE	UB - GARBAGE	DATAPROSE, LLC	SEPT 2021 NEWSLETTER	$ 295.79
30850	10/05/2021	FINANCE	UB - SEWER	DATAPROSE, LLC	JUNE 2021 NEWSLETTER	$ 295.79
30850	10/05/2021	FINANCE	UB - SEWER	DATAPROSE, LLC	JULY 2021 NEWSLETTER	$ 295.79
30850	10/05/2021	FINANCE	UB - SEWER	DATAPROSE, LLC	AUG 2021 NEWSLETTER	$ 295.79
30850	10/05/2021	FINANCE	UB - SEWER	DATAPROSE, LLC	SEPT 2021 NEWSLETTER	$ 295.79
30850	10/05/2021	FINANCE	UB - WATER	DATAPROSE, LLC	JUNE 2021 NEWSLETTER	$ 591.59
30850	10/05/2021	FINANCE	UB - WATER	DATAPROSE, LLC	JULY 2021 NEWSLETTER	$ 591.59
30850	10/05/2021	FINANCE	UB - WATER	DATAPROSE, LLC	AUG 2021 NEWSLETTER	$ 591.59
30850	10/05/2021	FINANCE	UB - WATER	DATAPROSE, LLC	SEPT 2021 NEWSLETTER	$ 591.59
30851	10/05/2021	FIRE	MEAS K - FIRE	DIAMOND COMMUNICATIONS	FIRE ALARM MONITORING	$ 35.00
30852	10/05/2021	HR	INS/RISK MGT	ADMINISTRATIVE SOLUTIONS	MONTHLY ADMINISTRATIVE FEE AUG & SEP 2021	$ 6,650.00
30853	10/05/2021	HR	INS/RISK MGT	ADMINISTRATIVE SOLUTIONS	MONTHLY ADMINISTRATIVE FEE OCT 2021	$ 3,325.00
30854	10/05/2021	HR	INS/RISK MGT	ADMINISTRATIVE SOLUTIONS	MEDICAL CLAIMS PAYMENT MERP RUN OUT	$ 10,455.26
30855	10/05/2021	WWTP	WWTP	ICE QUBE, INC	AIR CONDITIONING UNIT	$ 3,651.33
30856	10/05/2021	FACILITIES	FACILITIES MAINT	JAM SERVICES INC	TRAFFIC LIGHT PARTS	$ 972.09
30857	10/05/2021	PARKS	AQUATICS PROGRM	CHARLES LUECKER, AUTHORIZED SIGNER	CHLORINE FOR POOL	$ 1,576.36
30858	10/05/2021	CITY ADMIN	BUILDING	LIPPINCOTT, JOHN	PER DIEM - FUEL FOR VECHICLE	$ 37.26

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
30859	10/05/2021	FINANCE	WATER CONSERV	CITY OF MADERA	MULCH REBATE 4914001	$ 94.96
30859	10/05/2021	FINANCE	WATER CONSERV	CITY OF MADERA	TOILET REPLACEMENT REBATE 9915784	$ 400.00
30859	10/05/2021	FINANCE	WATER CONSERV	CITY OF MADERA	DRIP IRRIGATION REBATE 9918195	$ 63.25
30860	10/05/2021	PW ADMIN	AIRPORT OPS	MADERA COUNTY TAX COLLECTOR	21/22 PROPERTY TAX APN 013-220-003-000	$ 1,812.00
30860	10/05/2021	PW ADMIN	AIRPORT OPS	MADERA COUNTY TAX COLLECTOR	21/22 PROPERTY TAX APN 013-220-002-000	$ 1,293.00
30860	10/05/2021	PW ADMIN	AIRPORT OPS	MADERA COUNTY TAX COLLECTOR	2021-2022 PROPERTY TAX - AIRPORT OPERATIONS	$ 34,301.71
30861	10/05/2021	PW ADMIN	WATER OPS	MADERA PUMPS, INC.	WELL #34 MAINTENANCE	$ 106.25
30862	10/05/2021	ENGINEERING	WATER CAPITAL	MADERA TRIBUNE	AD - METER INSTALLATION	$ 139.75
30862	10/05/2021	GRANTS	LTF - TRANSIT	MADERA TRIBUNE	AD - TRANSIT PLAN	$ 717.00
30862	10/05/2021	PW ADMIN	TIRE AMNESTY	MADERA TRIBUNE	AD- TIRE AMNESTY	$ 567.00
30862	10/05/2021	PD OPS	CODE ENF	MADERA TRIBUNE	1 YEAR SUBSCRIPTION	$ 59.00
30863	10/05/2021	FINANCE	PAYROLL TRUST	N.P.C.-ORCHARD TRUST COMPANY	EE DEFERRED COMP CONTRIBUTIONS	$ 8,361.36
30864	10/05/2021	FINANCE	PAYROLL TRUST	N.P.C.-ORCHARD TRUST COMPANY	EE DEFERRED COMP CONTRIBUTIONS	$ 2,082.04
30865	10/05/2021	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	09/21 SERVICE 3819620697-3	$ 94.89
30865	10/05/2021	FINANCE	COMM & REC	PACIFIC GAS & ELECTRIC	09/21 SERVICE 8307681856-2	$ 341.76
30865	10/05/2021	FINANCE	ENGINEERING	PACIFIC GAS & ELECTRIC	09/21 SERVICE 2000655655-7	$ 1,761.73
30865	10/05/2021	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	09/21 SERVICE 3642526071-2	$ 48.90
30865	10/05/2021	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	09/21 SERVICE 8178280304-3	$ 71.41
30865	10/05/2021	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	09/21 SERVICE 7949615676-5	$ 15.69
30865	10/05/2021	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	09/21 SERVICE 1619119913-8	$ 79.02
30865	10/05/2021	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	09/21 SERVICE 6690755760-8	$ 80.23
30865	10/05/2021	FINANCE	WATER OPS	PACIFIC GAS & ELECTRIC	09/21 SERVICE 9172110863-6	$ 17,333.20
30865	10/05/2021	FINANCE	WATER OPS	PACIFIC GAS & ELECTRIC	09/21 SERVICE 9651992016-7	$ 116.32
30866	10/05/2021	PD OPS	PD OPS	PECK'S PRINTERY	SEARCH WARRANT FORMS	$ 211.09
30866	10/05/2021	PD OPS	PD OPS	PECK'S PRINTERY	PARKING CITATION BOOKS	$ 1,234.55
30867	10/05/2021	WWTP	WWTP	POLYDYNE INC.	SLUDGE DEWATERING POLYMER	$ 7,519.05
30868	10/05/2021	PW ADMIN	WATER OPS	PROVOST & PRITCHARD CONSULTING	PROFESSIONAL ENGINEERING SERVICES UWM	$ 1,884.80
30869	10/05/2021	PD OPS	PD OPS	RON'S TOWING & ROAD SERVICE	TOWING SERVICES	$ 500.00
30870	10/05/2021	PD OPS	PD OPS	THE RADAR SHOP	RECERTIFIED RADAR UNITS	$ 438.00
30871	10/05/2021	FACILITIES	SPECIAL EVENTS	UNITED RENTALS, INC	MISC EQUIPMENT RENTAL - AERIAL LIFT	$ 1,078.71
30872	10/05/2021	FINANCE	GENERAL FUND	US BANK CORPORATE PAYMENT SYSTEMS	SERVICES FOR PERIOD MAY-JULY 2021	$ 875.00
30873	10/05/2021	PARKS	PARKS	VILLA GARDENING SERVICE INC	07/21 LAWN SERVICE	$ 330.00
30873	10/05/2021	PARKS	PARKS	VILLA GARDENING SERVICE INC	06/21 LAWN SERVICE	$ 330.00
30873	10/05/2021	PARKS	PARKS	VILLA GARDENING SERVICE INC	08/21 LAWN SERVICE	$ 330.00
30873	10/05/2021	PARKS	PARKS	VILLA GARDENING SERVICE INC	04/21 LAWN SERVICE	$ 330.00
30873	10/05/2021	PARKS	PARKS	VILLA GARDENING SERVICE INC	05/21 LAWN SERVICE	$ 330.00
30874	10/05/2021	FINANCE	PAYROLL TRUST	VANTAGEPOINT TRANSFER AGENTS-457	EE DEFERRED COMP CONTRIBUTIONS	$ 24,267.67
30875	10/05/2021	PD OPS	LOCAL LAW ENF	WATCHGUARD VIDEO	DUTY BELT CLIP CAMERAS	$ 7,487.03
30876	10/05/2021	FINANCE	PARKING DIST OPS	OVERPAYMENTS	OVERPAYMENT ON PK 10539	$ 134.00
30877	10/05/2021	PW ADMIN	WATER CONSERV	OTP- REBATES	TURF REPLACEMENT REBATE	$ 2,400.00

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
30878	10/05/2021	PW ADMIN	WATER CONSERV	OTP- REBATES	TURF REPLACEMENT REBATE	$ 917.13
30879	10/05/2021	BUILDING	BUILDING	BLDING/PLAN REFNDS	JOB CANCELLED, REIMBURSE FEES	$ 212.23
30879	10/05/2021	BUILDING	GENERAL FUND	BLDING/PLAN REFNDS	JOB CANCELLED, REIMBURSE FEES	$ 1.50
30880	10/05/2021	PARKS	GENERAL TRUST	OTP- PARKS REFUNDS	PARK CANCELLATION REFUND - ROTARY PAVILION	$ 50.00
30880	10/05/2021	PARKS	PARKS	OTP- PARKS REFUNDS	PARK CANCELLATION REFUND - ROTARY PAVILION	$ 115.00
30881	10/05/2021	PARKS	GENERAL TRUST	OTP- PARKS REFUNDS	PARKS DEPOSIT REFUND - LTC PAVILION	$ 50.00
30882	10/05/2021	PARKS	GENERAL TRUST	OTP- PARKS REFUNDS	PARKS DEPOSIT REFUND - LTC	$ 50.00
30883	10/05/2021	PARKS	GENERAL TRUST	OTP- PARKS REFUNDS	PARK CANCELLATION REFUND	$ 50.00
30883	10/05/2021	PARKS	PARKS	OTP- PARKS REFUNDS	PARK CANCELLATION REFUND	$ 100.00
30884	10/05/2021	PARKS	GENERAL TRUST	OTP- PARKS REFUNDS	PARKS DEPOSIT REFUND - LTC PAVILION	$ 50.00
30885	10/05/2021	PARKS	GENERAL TRUST	OTP- PARKS REFUNDS	PARKS DEPOSIT REFUND - ROTARY PAVILION	$ 50.00
30886	10/05/2021	UB - WATER	WATER UTILITY	OTP- UB REFUNDS	REFUND OVERPAYMENT ON CLOSED ACCT	$ 95.15
30887	10/05/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9915651 323 LILLY CREDIT REFUND	$ 156.06
30888	10/05/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9925950 3345 AVALON CREDIT REFUND	$ 92.81
30889	10/05/2021	FINANCE	WATER FUND	OTP- UB REFUNDS	DEPOSIT FROM MAIS TO MUNIS	$ 150.00
30890	10/05/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9909966 1012 COLUMBIA CREDIT REFUND	$ 213.18
30891	10/05/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9915575 472 JOYA CREDIT REFUND	$ 141.68
12	09/28/2021	HR	CITY CLERK	EMPLOYEE BENEFIT SPECIALISTS, INC.	OCTOBER BENEFIT PREMIUMS	$ 1,696.00
12	09/28/2021	HR	INS/RISK MGT	EMPLOYEE BENEFIT SPECIALISTS, INC.	OCTOBER BENEFIT PREMIUMS	$ 752.08
12	09/28/2021	HR	PAYROLL TRUST	EMPLOYEE BENEFIT SPECIALISTS, INC.	OCTOBER BENEFIT PREMIUMS	$ 343,705.98
12	09/28/2021	HR	UB - GARBAGE	EMPLOYEE BENEFIT SPECIALISTS, INC.	OCTOBER BENEFIT PREMIUMS	$ 444.03
12	09/28/2021	HR	UB - SEWER	EMPLOYEE BENEFIT SPECIALISTS, INC.	OCTOBER BENEFIT PREMIUMS	$ 444.02
12	09/28/2021	HR	UB - WATER	EMPLOYEE BENEFIT SPECIALISTS, INC.	OCTOBER BENEFIT PREMIUMS	$ 888.06
12	09/28/2021	HR	PD OPS	EMPLOYEE BENEFIT SPECIALISTS, INC.	OCTOBER BENEFIT PREMIUMS	$ 1,696.00
13	09/28/2021	HR	INS/RISK MGT	EMPLOYEE BENEFIT SPECIALISTS, INC.	RETIREE INSURANCE PREMIUM PAYMENTS	$ 3,619.00
			BANK #1 - UNION BANK GENERAL ACCOUNT TOTAL			**$ 850,053.55**

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Wendy Silva, Director of Human Resources

Arnoldo Rodriguez, City Manager

Council Meeting of: October 20, 2021

Agenda Number: B-3

SUBJECT:

Informational Report on Personnel Activity

RECOMMENDATION:

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

SUMMARY:

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

DISCUSSION:

The Civil Service Commission met October 5, 2021, and approved eligibility lists for the following classifications:

- Wastewater Treatment Plan Operator-in-Training
- Police Officer Trainee
- Grants Administrator

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

Table 1: *New Hires and Re-hires*

Name	*Position*	*Department*	*Status**	*Effective Date*
Anthony Rodriguez	Public Works Maintenance Worker I	Public Works – Streets Division	PT	8/30/21
Angel Rodriguez	Public Works Maintenance Worker I	Public Works – Streets Division	PT	8/30/21

Table 1: *New Hires and Re-hires, continued*				
Name	*Position*	*Department*	*Status**	*Effective Date*
Christopher Rodriguez	Public Works Maintenance Worker I	Public Works – Streets Division	PT	9/13/21
Mariana Nambo	Administrative Assistant	Engineering	PT	9/13/21
Brenda Mendez Martinez	Accountant II	Finance	FT	9/20/21
James Oliveri	Public Works Maintenance Worker I	Public Works – Airport Division	PT	9/27/21
Charles Bravo	Police Officer I	Police	FT	9/27/21

*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*			
Name	*Old Position*	*New Position*	*Effective Date*
Anthony Rodriguez	Public Works Maintenance Worker I (part time)	Public Works Maintenance Worker II (full time)	10/9/21
Angel Rodriguez	Public Works Maintenance Worker I (part time)	Public Works Maintenance Worker II (full time)	10/9/21
Christopher Rodriguez	Public Works Maintenance Worker I (part time)	Public Works Maintenance Worker II (full time)	10/9/21
Ryan Vasquez	Police Officer II	Police Corporal	9/21/21
Claudia Mendoza	Administrative Assistant	Neighborhood Preservation Supervisor	9/25/21
Jose Venegas	Public Works Maintenance Worker II	Maintenance Technician	10/9/21

The following employees separated from employment since our last report.

Table 3: *Separations*				
Name	*Position*	*Department*	*Status**	*Effective Date*
Alex Estrada	Accountant I	Finance	FT	9/3/21
Tobe Gazaway	Accounting Technician II	Finance	FT	9/8/21

Table 3: *Separations, continued*				
Name	*Position*	*Department*	*Status**	*Effective Date*
Moises Lopez	Public Works Maintenance Worker III	Public Works – Streets	FT	9/10/21

*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

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Wendy Silva

Wendy Silva, Director of Human Resources

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: October 20, 2021

Agenda Number: B-4

SUBJECT:

Amendments to the City of Madera Classification Plan and modification of assigned salary ranges for certain positions

RECOMMENDATION:

Adopt a resolution amending the City of Madera Classification Plan by adding a Public Works Equipment Operator, deleting the Public Works Maintenance Worker III and Public Works Maintenance Worker IV classifications, and modifying assigned salary ranges for various positions in the Classification Plan

SUMMARY:

During the meet and confer process with the General Bargaining Unit (GBU) to negotiate a successor Memorandum of Understanding (MOU), the parties agreed to meet within ninety (90) days of adoption of the new MOU to discuss concerns raised by the GBU regarding compensation compaction in the streets and water divisions of the Public Work Department. The parties have met and conferred in good faith, and are recommending the following modifications to the City's Classification Plan:

- Public Works Maintenance Worker III (sweeper operator) and Public Works Maintenance Worker IV (equipment operator) will be combined into a single classification of Public Works Equipment Operator, set at the existing salary range for Public Works Maintenance Worker IV.
- In the Water Division, the Water System Lead Worker and Water System Worker III salary ranges will be adjusted to address compaction concerns between positions.
- Also in the Water Division, the Water Quality classification series pay ranges will be set equal to the Water System Worker series to address current disparities.

- In the Streets Division, the Public Works Maintenance Lead Worker and Maintenance Technician salary ranges will be adjusted to address compaction concerns between positions.

DISCUSSION:

As part of negotiations for a successor MOU with the GBU earlier this year, the GBU representatives requested, and the City agreed, to discuss the pay range assignments for positions in the Streets and Water Divisions of Public Works. Specifically, the MOU as adopted states:

> The City acknowledges the bargaining unit's concerns regarding salary compaction in the Streets and Water Divisions of Public Works. The City and bargaining unit representatives agree to meet within ninety (90) days of adoption of this MOU to develop a recommendation for potential salary adjustments. Any proposed adjustments will be subject to approval by the City Council through formal action at a City Council meeting.

The parties met and conferred in good faith and have proposed the following modifications as summarized below and illustrated in Table 1 and Figure 1.

- Public Works Maintenance Worker III (sweeper operator) and Public Works Maintenance Worker IV (equipment operator) will be combined into a single classification of Public Works Equipment Operator, set at the existing salary range for Public Works Maintenance Worker IV. The proposed job description for Public Works Equipment Operator is provided as Attachment 1 to this report.
- In the Water Division, the Water System Lead Worker and Water System Worker III salary ranges will be adjusted to address compaction concerns between positions. Water System Lead Worker will be assigned to Schedule M Range 354 and Water System Worker III will be assigned to Schedule M Range 330.
- Also in the Water Division, the Water Quality classification series pay ranges will be set equal to the Water System Worker series to address current disparities. Water Quality Specialist II will be assigned to Schedule M Range 330, Water Quality Specialist II will be assigned to Schedule M Range 311, and Water Quality Specialist-in-Training will be assigned to Schedule M Range 272.
- In the Streets Division, the Public Works Maintenance Lead Worker and Maintenance Technician salary ranges will be adjusted to address compaction concerns between positions. Public Works Maintenance Lead Worker will be assigned to Schedule M Range 310 and Maintenance Technician will be assigned to Schedule M Range 290.
- All proposed pay range adjustments will be effective retroactive to the effective date of the MOU salary cost of living adjustment, specifically the pay period that began July 17, 2021.

Table 1. Proposed changes to pay range assignments in Water and Streets Divisions of Public Works

Current/ Proposed	Job Title	Range	Bi-Weekly Pay Rate					
			A	B	C	D	E	F
Current	Water System Lead Worker	335	$1,817.13	$1,907.81	$2,003.07	$2,103.43	$2,208.37	$2,318.92
Proposed		354	$1,997.47	$2,097.31	$2,202.26	$2,312.29	$2,427.93	$2,549.18
Current	Water System Worker III	315	$1,644.43	$1,726.45	$1,813.05	$1,903.73	$1,998.99	$2,098.84
Proposed		330	$1,772.30	$1,860.94	$1,953.66	$2,051.47	$2,153.86	$2,261.86
Current	Water Quality Specialist II	305	$1,564.45	$1,642.40	$1,724.92	$1,811.02	$1,901.69	$1,996.45
Proposed		330	$1,772.30	$1,860.94	$1,953.66	$2,051.47	$2,153.86	$2,261.86
Current	Water Quality Specialist I	283	$1,401.95	$1,471.74	$1,545.60	$1,623.04	$1,704.04	$1,789.11
Proposed		311	$1,611.83	$1,692.32	$1,776.88	$1,866.03	$1,959.26	$2,057.07
Current	Water Quality Specialist-in-Training	262	$1,262.36	$1,325.53	$1,391.76	$1,461.55	$1,534.40	$1,611.32
Proposed		272	$1,327.06	$1,393.29	$1,463.08	$1,535.93	$1,612.85	$1,693.85
Current	Public Works Maintenance Lead Worker	305	$1,564.45	$1,642.40	$1,724.92	$1,811.02	$1,901.69	$1,996.45
Proposed		310	$1,603.68	$1,684.17	$1,768.22	$1,856.86	$1,949.58	$2,046.88
Current	Maintenance Technician	283	$1,401.95	$1,471.74	$1,545.60	$1,623.04	$1,704.04	$1,789.11
Proposed		290	$1,451.87	$1,524.21	$1,600.62	$1,680.60	$1,764.66	$1,852.79

Figure 1. Proposed Water and Streets Division Pay Range Changes

Water & Sewer Operations Manager		
Current Range 423 - $93,510		
Water System Supervisor		**Sewer Supervisor**
Current Range 365 - $70,026		Current Range 346 - $63,695
Water System Lead	**Water Quality Specialist II**	**PW MW IV (equipment operator)**
Current Range 335 - $60,291	Current Range 305 - $51,907	Current Range 285 - $46,980
Proposed Range 354 - $65,947	Proposed Range 330 - $58,808	No Proposed Change
Water System Technician	**Water Quality Specialist I**	**PW MW II**
Current Range 344 - $63,060	Current Range 283 - $46,516	Current Range 274 - $44,477
No Proposed Change	Proposed Range 311 - $53,483	No Proposed Change
Water System Worker III (equipment operator)	**Water Quality Specialist-in-Training**	**PW MW I**
Current Range 315 - $54,569	Current Range 262 - $41,894	Current Range 254 - $40,251
Proposed Range 330 - $58,808	Proposed Range 272 - $44,040	No Proposed Change
Water System Worker II		
Current Range 311 - $53,483		
No Proposed Change		
Water System Worker I		
Current Range 272 - $44,040		
No Proposed Change		

Streets & Storm Drainage Operations Manager
Current Range 385 - $77,364
Streets & Storm Drainage Supervisor
Current Range 340 - $61,815
PW Maintenance Leadworker
Current Range 305 - $51,907
Proposed Range 310 - $52,319
Maintenance Tech (fabricator)
Current Range 283 - $46,516
Proposed Range 290 - $48,173
PW MW IV (equipment operator)
Current Range 285 - $46,980
No Proposed Change
PW MW III (sweeper operator)
Current Range 281 - $46,053
Change to Equipment Operator
PW MW II
Current Range 274 - $44,477
No Proposed Change
PW MW I
Current Range 254 - $40,251
No Proposed Change

Dollar values shown are annual top step base pay for each position

FINANCIAL IMPACT:

For the current fiscal year, actual cost will depend on the timing of filling vacant positions. On an annual basis, the changes to the assigned pay ranges as indicated are calculated to be $34,290.87 based on current employees within the classifications. This calculation includes the increased cost to employer-paid benefits that will be affected by the change to base salary, for example retirement contributions and payroll taxes. Table 2 shows these costs broken down by funding source.

Table 2. Total Annual Cost of Revised Proposal by Fund	
Fund	*Annual Increase*
Airport Operations	2,185.11
Drainage	1,707.46
General	2,431.59
Street Cleaning	3,597.96
Water	24,368.75
Total Annual Cost	**$34,290.87**

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Job descriptions and assignment to pay ranges for City employees are 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:

Council could direct staff to engage in further negotiations with the bargaining unit and provide revised pay range assignments.

ATTACHMENTS:

1. Resolution amending the City of Madera Classification Plan and setting the assigned salary range for the noted classifications
    a. Attachment A: Public Works Equipment Operator job description
    b. Attachment B: City of Madera Salary Schedule for all full-time positions

Resolution No. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING THE CITY OF MADERA CLASSIFICATION PLAN AND SETTING THE ASSIGNED SALARY RANGE FOR CERTAIN CLASSIFICATIONS

WHEREAS, the City of Madera (the "City") has an established Classification Plan adopted by Resolution No. 00-13 which has been amended from time to time (hereafter "Classification Plan, as amended"); and

WHEREAS, the City desires to modify the Classification Plan, as amended, to add Public Works Equipment Operator and delete Public Works Maintenance Worker III and Public Works Maintenance Worker IV to better reflect the current needs of the organization; and

WHEREAS, the City and representatives of the General Bargaining Unit (GBU) have met and conferred in good faith to negotiate salary range adjustments for the classifications of Water System Lead Worker, Water System Worker III, Water Quality Specialist II, Water Quality Specialist I, Water Quality Specialist-in-Training, Public Works Maintenance Lead Worker, and Maintenance Technician; and

WHEREAS, the City and representatives of the GBU have come to agreement on appropriate range assignments for the listed positions on City of Madera Salary Schedule M, effective July 17, 2021.

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

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

SECTION 2. Effective July 17, 2021, the City of Madera Employee Classification Plan, as amended, is amended as follows:

a. By the addition of the Public Works Equipment Operator classification. The job description for this classification is attached to this resolution as Attachment A.

b. The Public Works Maintenance Worker III and Public Works Maintenance Worker IV classifications are deleted.

c. The following range assignments as shown in Table 1 are made for the listed positions to City of Madera Salary Schedule M. A complete City of Madera Salary Schedule showing all range assignments for positions in the Classification Plan, as amended, is provided as Attachment B.

Table 1. Summary of new range assignments as shown in Exhibit 1

Job Title	Range	Bi-Weekly Pay Rate					
		A	B	C	D	E	F
Water System Lead Worker	354	$1,997.47	$2,097.31	$2,202.26	$2,312.29	$2,427.93	$2,549.18
Water System Worker III	330	$1,772.30	$1,860.94	$1,953.66	$2,051.47	$2,153.86	$2,261.86
Water Quality Specialist II	330	$1,772.30	$1,860.94	$1,953.66	$2,051.47	$2,153.86	$2,261.86
Water Quality Specialist I	311	$1,611.83	$1,692.32	$1,776.88	$1,866.03	$1,959.26	$2,057.07
Water Quality Specialist-in-Training	272	$1,327.06	$1,393.29	$1,463.08	$1,535.93	$1,612.85	$1,693.85
Public Works Maintenance Lead Worker	310	$1,603.68	$1,684.17	$1,768.22	$1,856.86	$1,949.58	$2,046.88
Maintenance Technician	290	$1,451.87	$1,524.21	$1,600.62	$1,680.60	$1,764.66	$1,852.79

SECTION 3. This resolution is effective immediately upon adoption.

* *

CITY OF MADERA

PUBLIC WORKS EQUIPMENT OPERATOR

*Class specifications are only intended to present a descriptive summary of the range of duties and responsibilities associated with specified positions. Therefore, specifications **may not include all** duties performed by individuals within a classification. In addition, specifications are intended to outline the **minimum** qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.*

DEFINITION:

Under general supervision, performs the full array of duties assigned to classes in the Public Works Maintenance Worker series and operates complex heavy motorized street sweeping equipment as well as heavy construction equipment used in street, water, flood control channels, and sewer maintenance work in the Public Works department; demonstrates a full understanding of all applicable policies, procedures and work methods associated with assigned duties; occasionally assists in the training of lower level Public Works maintenance positions; performs other related duties as required.

DISTINGUISHING CHARACTERISTICS:

The **Public Works Equipment Operator** is the advanced journey level class responsible for a wide variety of heavy equipment operation, maintenance, and construction tasks. This classification is distinguished from the next lower classification of Public Works Maintenance Worker II by the operation of heavy equipment and multiple power tools in construction operations.

SUPERVISION RECEIVED/EXERCISED:

Receives general supervision from a Public Works Operations Manager or Supervisor; receives general direction from Public Works Maintenance Lead Workers. May exercise functional and technical supervision over assigned staff.

ESSENTIAL FUNCTIONS: *(include but are not limited to the following)*

- Performs maintenance, repair, construction, and installation work in streets, water, sewers and buildings.

- Operates heavy construction equipment including front end loaders, excavators, cranes, rollers, graders, backhoes, dump trucks, street sweepers, sewer jet rodders, and bulldozers used in grading, back-filling, spreading and earthmoving; operates jack hammers and other tools and equipment; inspects tools and equipment for safety and mechanical defects; logs daily reports; schedules preventive maintenance appointments; services tools and equipment.

- Performs maintenance, repair, construction and installation work on streets, water lines and sewers; excavates streets, parking lots and other areas for patching and resurfacing; compacts base with surfacing materials using rollers, graders and backfills; breaks and removes surfaces; digs, hauls, loads and unloads materials; assists in the installation and maintenance of City signs, road markings, stripings, and delineators.

- Repairs, curbs, gutters and drainage facilities; installs, repairs and maintains water service, sewer mains and lines; repairs drains and sewer facilities; installs and repairs water service connections, meters and boxes; locates and repairs leaks in water lines; responds to emergency calls.

- Makes subgrades for streets, gutters and backfields; spreads asphalt, gravel and other material; paves streets; patches streets and pot holes; utilizes heavy equipment to repair and build sanitary sewer systems, to clean and open clogged sewers and to build manholes.

- Sweeps streets, gutters, medians, parking lots, courtyards, and public works yard; transports trash to dumps; clears debris from rights-of-way; cleans storm drains and inlets; identifies and reports hazardous tree conditions.

- Demonstrates a full understanding of applicable policies, procedures and work methods associated with assigned duties; responds to questions and concerns from the general public; provides information as is appropriate and resolves public service complaints.

- Establishes positive working relationships with representatives of community organizations, state/local agencies, City management and staff, and the public.

WORKING CONDITIONS:

Position requires sitting, standing, walking on level and slippery surfaces, reaching, twisting, turning, kneeling, bending, stooping, squatting, crouching, grasping and making repetitive hand movement in the performance of daily duties. The position also requires both near and far vision when inspecting work and operating assigned equipment. The need to lift, carry and push tools, equipment and supplies weighing 25 pounds or more is also required. Additionally, the incumbent in this outdoor position works in all weather conditions including wet, hot and cold. The incumbent may use cleaning and lubricating chemicals, which may expose the employee to fumes, dust and air contaminants. The nature of the work also requires the incumbent to climb ladders, use power and noise producing tools and equipment, drive motorized vehicles and heavy equipment, work in heavy vehicle traffic conditions and often work with constant interruptions.

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification)*

Education and/or Experience:
Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a **Public Works Equipment Operator**. A typical way of obtaining the required qualifications is to possess the equivalent of two years of experience consistent with the job duties of a Public Works Maintenance Worker II with at least one year of training in heavy equipment operation, and a high school diploma or equivalent.

License/Certificate:
Possession of a valid Class B California driver's license; ability to obtain a valid Class A California driver's license depending on assignment and department needs.

KNOWLEDGE/ABILITIES/SKILLS: *(The following are a representative sample of the KAS's necessary to perform essential duties of the position)*

Knowledge of:

Principles, methods and techniques of heavy and light equipment operation; practices, techniques and materials used in maintenance, construction, mechanics and repair of streets, sewer and water treatment facilities; preparation and cutting of stencils; operation of specialized painting equipment; safety requirements for operation of trucks and other equipment; basic principles of mathematics; occupational hazards and standard safety procedures; traffic laws as they pertain to the operation of heavy equipment; service requirements of a motorized street sweeper; Madera City street system..

Ability to:

Perform unskilled, semi-skilled and skilled maintenance, repair and installation of asphalt, signs, concrete and hydrants; perform specialized work assignments related to painting, stencil preparation and conduit installation; operate and maintain specialized painting equipment; operate a street sweeper skillfully and safely; maintain and perform minor repairs on equipment; perform manual labor; operate a variety of heavy equipment and road building machines; maintain and perform minor repairs on heavy equipment; perform maintenance, repair and installation of asphalt, signs, concrete and storm drains; operate a variety of tools and equipment used in maintenance and construction; operate hand and power tools competently and safely; drive and operate truck and construction equipment; observe safety principles and work in a safe manner; follow written and oral directions; maintain work records; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships.

Skill to:

Safely and effectively operate a variety of maintenance equipment, tools, and materials.

Attachment B

City of Madera Full Time Salary Schedule

Job Title	B/U	Range	Bi-Weekly Pay Rate					
			A	B	C	D	E	F
Accountant (Junior)	GBU	282	$1,394.81	$1,464.61	$1,537.96	$1,614.89	$1,695.38	$1,780.45
Accountant I	MM	322	$1,703.02	$1,788.09	$1,877.24	$1,970.98	$2,069.81	$2,173.22
Accountant II	MM	362	$2,078.97	$2,182.90	$2,291.92	$2,406.54	$2,526.76	$2,653.10
Accounting Technician I	GBU	240	$1,131.44	$1,187.99	$1,247.08	$1,309.74	$1,374.95	$1,443.72
Accounting Technician II	GBU	260	$1,250.14	$1,312.29	$1,378.00	$1,446.78	$1,519.11	$1,595.02
Accounting Technician III	GBU	280	$1,381.06	$1,449.83	$1,522.68	$1,598.58	$1,678.56	$1,762.62
Administrative Analyst I	MM	358	$2,037.71	$2,139.60	$2,246.58	$2,359.16	$2,476.84	$2,600.63
Administrative Analyst II	MM	386	$2,343.37	$2,460.54	$2,583.31	$2,712.70	$2,848.21	$2,990.34
Administrative Assistant	GBU	299	$1,518.10	$1,594.00	$1,673.98	$1,757.53	$1,845.66	$1,937.86
Administrative Secretary	GBU	275	$1,346.93	$1,414.17	$1,484.98	$1,559.36	$1,637.30	$1,719.32
Airport Maintenance Worker I	GBU	254	$1,212.95	$1,273.57	$1,337.25	$1,404.49	$1,474.28	$1,548.15
Airport Maintenance Worker II	GBU	274	$1,340.30	$1,407.55	$1,477.85	$1,551.72	$1,629.15	$1,710.66
Airport Maintenance Worker III	GBU	281	$1,387.68	$1,457.47	$1,530.32	$1,606.74	$1,687.23	$1,771.28
Animal Control Officer	GBU	290	$1,451.87	$1,524.21	$1,600.62	$1,680.60	$1,764.66	$1,852.79
Assistant Engineer	MM	377	$2,240.46	$2,352.54	$2,469.71	$2,593.50	$2,722.89	$2,859.42
Assistant Planner	GBU	352	$1,977.60	$2,076.43	$2,180.35	$2,289.37	$2,403.99	$2,524.21
Associate Civil Engineer	MM	397	$2,475.31	$2,599.10	$2,729.01	$2,865.53	$3,008.68	$3,158.96
Associate Planner	MM	368	$2,142.14	$2,249.12	$2,361.71	$2,479.39	$2,603.69	$2,733.59
Building Permit Technician	GBU	288	$1,437.10	$1,508.93	$1,584.32	$1,663.79	$1,746.83	$1,834.45
Chief Building Official	M	464	$3,323.23	$3,489.22	$3,663.53	$3,847.15	$4,039.09	$4,241.31
City Attorney	EXE	568	$5,582.46	$5,861.55	$6,154.36	$6,462.35	$6,785.52	$7,124.84
City Clerk	EXE	419	$2,654.86	$2,788.05	$2,927.10	$3,073.51	$3,227.26	$3,388.84
City Engineer	M	508	$4,138.49	$4,345.61	$4,563.01	$4,791.19	$5,030.62	$5,281.81
City Manager	EXE	587	$6,137.22	$6,444.23	$6,766.42	$7,104.77	$7,459.76	$7,832.87
Combination Building Inspector	GBU	348	$1,938.37	$2,035.67	$2,137.05	$2,244.03	$2,356.61	$2,474.29
Communications Manager	M	456	$3,192.98	$3,352.61	$3,520.56	$3,696.34	$3,881.43	$4,075.32
Communications Specialist	MM	358	$2,037.71	$2,139.60	$2,246.58	$2,359.16	$2,476.84	$2,600.63
Computer Technician	GBU	344	$1,900.17	$1,995.43	$2,095.28	$2,199.71	$2,309.75	$2,425.39
Construction Inspector I	GBU	322	$1,703.02	$1,788.09	$1,877.24	$1,970.98	$2,069.81	$2,173.22
Construction Inspector II	GBU	342	$1,881.32	$1,975.56	$2,074.39	$2,177.80	$2,286.82	$2,401.44
Crime Analysis Technician	MPOA	306	$1,572.09	$1,651.06	$1,733.58	$1,820.19	$1,910.86	$2,006.64
Deputy City Clerk	GBU	311	$1,611.83	$1,692.32	$1,776.88	$1,866.03	$1,959.26	$2,057.07
Deputy City Engineer	MM	463	$3,440.17	$3,612.35	$3,792.69	$3,982.71	$4,181.38	$4,390.76
Director of Community Development	M	568	$5,582.46	$5,861.55	$6,154.36	$6,462.35	$6,785.52	$7,124.84
Director of Financial Services	M	525	$4,504.74	$4,729.98	$4,966.48	$5,214.73	$5,475.71	$5,749.43
Director of Human Resources	M	513	$4,243.27	$4,455.29	$4,678.08	$4,912.13	$5,157.44	$5,415.49

City of Madera Full Time Salary Schedule

Job Title	B/U	Range	Bi-Weekly Pay Rate					
			A	B	C	D	E	F
Director of Parks & Community Services	M	509	$4,159.54	$4,367.15	$4,585.54	$4,814.69	$5,055.60	$5,308.25
Electrical and Facilities Operations Manager	MM	421	$2,790.14	$2,929.72	$3,075.93	$3,229.77	$3,391.26	$3,560.90
Electrician II	GBU	361	$2,068.28	$2,171.69	$2,280.71	$2,394.31	$2,514.03	$2,639.86
Electrician III	GBU	381	$2,285.29	$2,399.91	$2,527.27	$2,645.46	$2,777.91	$2,916.98
Engineering Project Manager	MM	419	$2,762.12	$2,900.68	$3,045.36	$3,197.68	$3,357.64	$3,525.75
Engineering Technician I	GBU	302	$1,541.02	$1,618.45	$1,698.94	$1,784.02	$1,873.17	$1,966.90
Engineering Technician II	GBU	322	$1,703.02	$1,788.09	$1,877.24	$1,970.98	$2,069.81	$2,173.22
Engineering Technician III	GBU	350	$1,958.24	$2,056.05	$2,158.96	$2,266.44	$2,380.05	$2,498.74
Executive Secretary	MM	330	$1,772.30	$1,860.94	$1,953.66	$2,051.47	$2,153.86	$2,261.86
Executive Secretary to City Administrator	MM	330	$1,772.30	$1,860.94	$1,953.66	$2,051.47	$2,153.86	$2,261.86
Executive Secretary to the Chief of Police	LEMM	330	$1,772.30	$1,860.94	$1,953.66	$2,051.47	$2,153.86	$2,261.86
Facilities Maintenance Technician	GBU	289	$1,444.23	$1,516.57	$1,592.47	$1,671.94	$1,755.49	$1,843.62
Facility Aide	GBU	201	$931.23	$977.59	$1,026.50	$1,077.95	$1,131.95	$1,188.50
Financial Services Manager	MM	446	$3,160.49	$3,318.41	$3,484.49	$3,658.71	$3,841.60	$4,033.65
Fleet Operations Manager	MM	404	$2,563.44	$2,691.31	$2,825.80	$2,967.42	$3,115.66	$3,271.55
Grant Administrator	MM	446	$3,160.49	$3,318.41	$3,484.49	$3,658.71	$3,841.60	$4,033.65
Grant Analyst	MM	358	$2,037.71	$2,139.60	$2,246.58	$2,359.16	$2,476.84	$2,600.63
Grants Specialist	GBU	299	$1,518.10	$1,594.00	$1,673.98	$1,757.53	$1,845.66	$1,937.86
Human Resources Technician	MM	290	$1,451.87	$1,524.21	$1,600.62	$1,680.60	$1,764.66	$1,852.79
Human Resources Technician II	MM	310	$1,603.68	$1,684.17	$1,768.22	$1,856.86	$1,949.58	$2,046.88
Industrial Electrical Technician	GBU	381	$2,285.29	$2,399.91	$2,527.27	$2,645.46	$2,777.91	$2,916.98
Information Services Manager	M	474	$3,493.14	$3,667.94	$3,851.07	$4,043.50	$4,245.72	$4,458.23
Lead Electrician	GBU	401	$2,525.23	$2,651.57	$2,784.02	$2,923.10	$3,069.30	$3,222.64
Maintenance Technician	GBU	290	$1,451.87	$1,524.21	$1,600.62	$1,680.60	$1,764.66	$1,852.79
Mechanic I	GBU	286	$1,422.83	$1,494.15	$1,569.04	$1,647.49	$1,729.51	$1,816.11
Mechanic II	GBU	301	$1,533.38	$1,610.30	$1,690.79	$1,775.36	$1,864.00	$1,957.22
Mechanic III	GBU	321	$1,694.36	$1,778.92	$1,868.07	$1,961.30	$2,059.62	$2,162.52
Neighborhood Outreach Assistant	GBU	276	$1,353.55	$1,421.30	$1,492.62	$1,567.00	$1,645.45	$1,727.98
Neighborhood Outreach Coordinator	GBU	306	$1,572.09	$1,651.06	$1,733.58	$1,820.19	$1,910.86	$2,006.64
Neighborhood Preservation Specialist I	GBU	310	$1,603.68	$1,684.17	$1,768.22	$1,856.86	$1,949.58	$2,046.88
Neighborhood Preservation Specialist II	GBU	330	$1,772.30	$1,860.94	$1,953.66	$2,051.47	$2,153.86	$2,261.86
Neighborhood Preservation Specialist III	GBU	350	$1,958.24	$2,056.05	$2,158.96	$2,266.44	$2,380.05	$2,498.74
Neighborhood Preservation Supervisor	MM	380	$2,274.09	$2,387.69	$2,506.89	$2,632.72	$2,764.16	$2,902.21
Network Administrator	MM	389	$2,378.52	$2,497.22	$2,622.03	$2,753.46	$2,891.00	$3,035.68
Office Assistant I	GBU	213	$988.80	$1,038.21	$1,090.18	$1,144.68	$1,201.74	$1,261.85
Office Assistant II	GBU	233	$1,092.21	$1,147.23	$1,204.29	$1,264.40	$1,328.08	$1,394.30

City of Madera Full Time Salary Schedule

Job Title	B/U	Range	Bi-Weekly Pay Rate					
			A	B	C	D	E	F
Park Planning Manager	MM	426	$2,860.44	$3,003.59	$3,153.87	$3,311.28	$3,476.84	$3,650.56
Parks Leadworker	GBU	308	$1,587.89	$1,667.36	$1,750.90	$1,838.53	$1,930.22	$2,026.50
Parks Supervisor	MM	335	$1,817.13	$1,907.81	$2,003.07	$2,103.43	$2,208.37	$2,318.92
Parks Worker I	GBU	248	$1,177.29	$1,236.38	$1,298.02	$1,362.72	$1,430.98	$1,502.30
Parks Worker II	GBU	268	$1,300.57	$1,365.78	$1,434.04	$1,505.87	$1,581.26	$1,660.23
Parks Worker III	GBU	288	$1,437.10	$1,508.93	$1,584.32	$1,663.79	$1,746.83	$1,834.45
Payroll Specialist	GBU	316	$1,652.58	$1,735.11	$1,822.22	$1,912.90	$2,008.67	$2,109.03
Planning Manager	M	476	$3,527.90	$3,704.66	$3,889.75	$4,084.14	$4,288.32	$4,502.79
Plans Examiner	GBU	360	$2,058.09	$2,160.99	$2,268.99	$2,382.59	$2,501.80	$2,626.61
Police Auxiliary Services Supervisor	LEMM	350	$1,958.24	$2,056.05	$2,158.96	$2,266.44	$2,380.05	$2,498.74
Police Chief	M	554	$5,205.92	$5,466.41	$5,739.63	$6,026.56	$6,327.70	$6,644.01
Police Commander	LEMM	504	$4,220.61	$4,432.02	$4,653.62	$4,885.92	$5,130.45	$5,386.69
Police Corporal	MPOA	383	$2,308.22	$2,423.86	$2,545.10	$2,671.95	$2,805.93	$2,946.02
Police Lieutenant	LEMM	487	$3,877.76	$4,071.35	$4,275.12	$4,489.08	$4,713.23	$4,949.09
Police Office Supervisor	LEMM	350	$1,958.24	$2,056.05	$2,158.96	$2,266.44	$2,380.05	$2,498.74
Police Officer I	MPOA	363	$2,089.16	$2,193.60	$2,303.12	$2,418.25	$2,539.50	$2,666.35
Police Officer II	MPOA	373	$2,196.14	$2,305.67	$2,421.31	$2,542.04	$2,669.40	$2,802.87
Police Officer Trainee	MPOA	333	$1,798.79	$1,888.96	$1,983.20	$2,082.54	$2,186.46	$2,295.99
Police Sergeant	MPOA	426	$2,860.44	$3,003.59	$3,153.87	$3,311.28	$3,476.84	$3,650.56
Procurement Services Manager	MM	358	$2,037.71	$2,139.60	$2,246.58	$2,359.16	$2,476.84	$2,600.63
Program Manager-Grants	MM	366	$2,120.75	$2,226.71	$2,338.27	$2,454.93	$2,577.71	$2,706.59
Property & Evidence Officer	MPOA	296	$1,495.68	$1,570.57	$1,649.02	$1,731.55	$1,818.15	$1,908.83
Public Safety Dispatcher	MPOA	294	$1,480.91	$1,554.77	$1,632.72	$1,714.22	$1,799.81	$1,889.98
Public Works Maintenance Lead Worker	GBU	310	$1,603.68	$1,684.17	$1,768.22	$1,856.86	$1,949.58	$2,046.88
Public Works Maintenance Worker I	GBU	254	$1,212.95	$1,273.57	$1,337.25	$1,404.49	$1,474.28	$1,548.15
Public Works Maintenance Worker II	GBU	274	$1,340.30	$1,407.55	$1,477.85	$1,551.72	$1,629.15	$1,710.66
Public Works Maintenance Worker III	GBU	281	$1,387.68	$1,457.47	$1,530.32	$1,606.74	$1,687.23	$1,771.28
Public Works Maintenance Worker IV	GBU	285	$1,415.70	$1,486.51	$1,560.89	$1,638.83	$1,720.85	$1,806.94
Public Works Operations Director	M	508	$4,138.49	$4,345.61	$4,563.01	$4,791.19	$5,030.62	$5,281.81
Purchasing Assistant	GBU	280	$1,381.06	$1,449.83	$1,522.68	$1,598.58	$1,678.56	$1,762.62
Records Clerk	MPOA	270	$1,313.81	$1,379.53	$1,448.30	$1,521.15	$1,597.06	$1,677.04
Recreation/Community Programs Coordinator	GBU	313	$1,628.13	$1,709.64	$1,794.71	$1,884.88	$1,979.13	$2,077.96
Recreation/Community Programs Manager	MM	390	$2,390.24	$2,509.95	$2,635.27	$2,767.21	$2,905.27	$3,050.96
Recreation/Community Programs Supervisor	MM	353	$1,987.79	$2,087.13	$2,191.05	$2,300.58	$2,415.71	$2,536.44
Redevelopment Agency Secretary	MM	342	$1,881.32	$1,975.56	$2,074.39	$2,177.80	$2,286.82	$2,401.44
Redevelopment Manager	MM	427	$2,874.70	$3,018.36	$3,169.66	$3,328.09	$3,494.17	$3,668.90

City of Madera Full Time Salary Schedule

Job Title	B/U	Range	Bi-Weekly Pay Rate					
			A	B	C	D	E	F
Safety Officer	MM	358	$2,037.71	$2,139.60	$2,246.58	$2,359.16	$2,476.84	$2,600.63
Secretary	GBU	253	$1,206.83	$1,267.46	$1,330.63	$1,397.36	$1,467.15	$1,540.51
Senior Civil Engineer	MM	427	$2,874.70	$3,018.36	$3,169.66	$3,328.09	$3,494.17	$3,668.90
Senior Nutrition Program Monitor	GBU	233	$1,092.21	$1,147.23	$1,204.29	$1,264.40	$1,328.08	$1,394.30
Senior Planner	MM	429	$2,903.74	$3,048.93	$3,201.24	$3,361.21	$3,529.32	$3,705.58
Solid Waste Manager	MM	353	$1,987.79	$2,087.13	$2,191.05	$2,300.58	$2,415.71	$2,536.44
Solid Waste/Recycling Assistant	GBU	283	$1,401.95	$1,471.74	$1,545.60	$1,623.04	$1,704.04	$1,789.11
Solid Waste/Recycling Coordinator	GBU	313	$1,628.13	$1,709.64	$1,794.71	$1,884.88	$1,979.13	$2,077.96
Streets & Storm Drainage Ops. Manager	MM	385	$2,331.65	$2,447.80	$2,570.57	$2,698.95	$2,833.95	$2,975.57
Streets & Storm Drainage Supervisor	MM	340	$1,862.98	$1,955.69	$2,053.50	$2,156.41	$2,264.41	$2,377.50
Tyler Munis Implementation Project Manager	MM	408	$2,614.89	$2,745.82	$2,882.85	$3,027.02	$3,178.32	$3,337.26
Utility Billing Supervisor	MM	334	$1,807.96	$1,898.13	$1,993.39	$2,092.73	$2,197.67	$2,307.20
Waste Water Treatment Plant Manager	MM	459	$3,372.41	$3,541.03	$3,717.80	$3,903.75	$4,098.86	$4,304.16
Wastewater Collection System Supervisor	MM	346	$1,919.52	$2,015.30	$2,116.16	$2,222.12	$2,333.18	$2,449.84
Water & Sewer Operations Manager	MM	423	$2,818.16	$2,958.76	$3,107.00	$3,262.38	$3,425.39	$3,596.56
Water Conservation Customer Service Representative	GBU	260	$1,250.14	$1,312.29	$1,378.00	$1,446.78	$1,519.11	$1,595.02
Water Conservation Specialist	GBU	283	$1,401.95	$1,471.74	$1,545.60	$1,623.04	$1,704.04	$1,789.11
Water Meter & Conservation Supervisor	MM	340	$1,862.98	$1,955.69	$2,053.50	$2,156.41	$2,264.41	$2,377.50
Water Quality Specialist I	GBU	311	$1,611.83	$1,692.32	$1,776.88	$1,866.03	$1,959.26	$2,057.07
Water Quality Specialist II	GBU	330	$1,772.30	$1,860.94	$1,953.66	$2,051.47	$2,153.86	$2,261.86
Water Quality Specialist In Training	GBU	272	$1,327.06	$1,393.29	$1,463.08	$1,535.93	$1,612.85	$1,693.85
Water System Lead Worker	GBU	354	$1,997.47	$2,097.31	$2,202.26	$2,312.29	$2,427.93	$2,549.18
Water System Supervisor	MM	365	$2,110.05	$2,215.50	$2,326.56	$2,442.71	$2,564.97	$2,693.34
Water System Technician	GBU	344	$1,900.17	$1,995.43	$2,095.28	$2,199.71	$2,309.75	$2,425.39
Water System Worker I	GBU	272	$1,327.06	$1,393.29	$1,463.08	$1,535.93	$1,612.85	$1,693.85
Water System Worker II	GBU	311	$1,611.83	$1,692.32	$1,776.88	$1,866.03	$1,959.26	$2,057.07
Water System Worker III	GBU	330	$1,772.30	$1,860.94	$1,953.66	$2,051.47	$2,153.86	$2,261.86
WW Lab Analyst/Environmental Compliance Inspector I	GBU	345	$1,909.85	$2,005.11	$2,105.47	$2,210.92	$2,321.46	$2,437.61
WW Lab Analyst/Environmental Compliance Inspector II	GBU	365	$2,110.05	$2,215.50	$2,326.56	$2,442.71	$2,564.97	$2,693.34
WWTP Lead Operator	GBU	383	$2,308.22	$2,423.86	$2,545.10	$2,671.95	$2,805.93	$2,946.02
WWTP Mechanic	GBU	375	$2,218.05	$2,329.10	$2,445.25	$2,567.52	$2,695.89	$2,830.89
WWTP Operator I	GBU	322	$1,703.02	$1,788.09	$1,877.24	$1,970.98	$2,069.81	$2,173.22
WWTP Operator II	GBU	344	$1,900.17	$1,995.43	$2,095.28	$2,199.71	$2,309.75	$2,425.39
WWTP Operator III	GBU	364	$2,099.86	$2,204.80	$2,314.84	$2,430.48	$2,552.23	$2,679.59
WWTP Operator In Training	GBU	301	$1,533.38	$1,610.30	$1,690.79	$1,775.36	$1,864.00	$1,957.22

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Council Meeting of: October 20, 2021

Agenda Number: B-5

Keith Helmuth, Department Director

Arnoldo Rodriguez, City Manager

SUBJECT:

Transfer of signing authority for San Joaquin Valley Air Pollution Control District (SJVAPCD) grant documents from previous City Administrator to Arnoldo Rodriguez, City Manager

RECOMMENDATION:

Adopt a resolution transferring signing authority of all SJVAPCD grant documents to Arnoldo Rodriguez, City Manager

SUMMARY:

There are currently two SJVAPCD grants that require an extension to the completion term. To process these amendments, signing authority must be transferred via City Council (Council) resolution to a named individual. Since the last resolution was adopted, a new City Manager was named.

DISCUSSION:

The two grants requiring a time extension are:

- C- 34756-A Remove Grant for the Fresno River Trail Gateway Drive & UPRR Undercrossing Project. Extension needed to claim grant funds.
- C-39184 Public Benefits Grant for 4th Street Traffic Signal Interconnect. Extension needed to procure equipment and claim reimbursement.

The original grant documents were signed by then City Administrator, David Tooley. Upon his departure from the City, signing authority was transferred to Steve Frazier, Interim City Administrator. To process the extension requests, SJVAPCD requires that signing authority be transferred to the current City Manager via Council resolution. The resolution must specify a person and their role in the City, as opposed to only naming a position without a named person.

FINANCIAL IMPACT:

This will have no impact on the general fund.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

This action is consistent with:

- Section 411.2 of the "Quality Parks and Recreation" focus area which calls for the city to integrate the "River Trail" as an integral part of the Parks Master Plan, including acquisition, development, and programs.
- Section 115.3 of the "Economic Resource Provision" focus area which calls for the city to develop a financial plan to provide appropriate infrastructure to carry out the General Plan update, seek and retain grants, support appropriate bonds.

ALTERNATIVES:

Provide staff direction on an alternate person to designate for signing authority.

ATTACHMENTS:

1. Resolution

Attachment 1 - Resolution

RESOLUTION NO. 21-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, GRANTING CITY MANAGER ARNOLDO RODRIGUEZ WITH SIGNING AUTHORITY FOR ALL DOCUMENTS RELATING TO SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT PROJECTS

WHEREAS the San Joaquin Valley Air Pollution Control District (SJVAPCD) is a regulatory agency tasked with maintaining air quality in the San Joaquin Valley; and

WHEREAS the SJVAPCD has provided the City with grant money for multiple capital improvement projects; and

WHEREAS signing authority was originally given to the City Administrator position, but did not include a named individual; and

WHEREAS signing authority was previously transferred to then Interim City Administrator Steve Frazier; and

WHEREAS signing authority needs to be granted to current City Manager, Arnoldo Rodriguez, to process certain grant extensions and amendments.

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

1. The City Manager, Arnoldo Rodriguez, has signing authority for any documents related to SJVAPCD grants.

2. This resolution is effective immediately upon adoption.

****

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Council Meeting of: October 20, 2021

Agenda Number: B-6

Keith Helmuth, Department Director

Arnoldo Rodriguez, City Manager

SUBJECT:

Subscriber Agreement with California Surveying and Drafting Supply Inc.

RECOMMENDATION:

Adopt a Resolution Approving a Virtual Surveying Network Subscriber Agreement with California Surveying and Drafting Supply Inc. (CSDS) for Virtual Surveying Network Service for Surveying Various City Projects

SUMMARY:

CSDS will be providing Global Positioning System (GPS) network service to new survey equipment recently purchased by the City of Madera (City). The equipment is called a GPS Rover and used to provide horizontal and vertical survey measurement for engineering design purposes. The GPS Rover requires connection to this vendor's GPS network service to provide horizontal and vertical data.

DISCUSSION:

CSDS previously had an agreement with the City for use of their GPS network on a daily fee rate of $70.00. However, as of the end of October, CSDS no longer offers daily rate fee option. The updated Agreement includes a discounted rate of $2,000 for the first year of service and $4,000 per year thereafter.

The City has several of projects under design that would benefit from using the CSDS GPS network service. This enables the City to obtain required survey data faster and more cost-effective manner than hiring a survey consultant.

FINANCIAL IMPACT:

There is no adverse fiscal impact to the City's General Fund. Cost for the CSDS network service will be applied to the Local Transportation Fund (LTF). Where appropriate, costs will be charged to individual projects on a pro-rata basis.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Strategy 126: Provide safe, clean and attractive streets consistent with the Madera Vision 2025 plan

ALTERNATIVES:

The Council may reject the Subscriber Agreement with CSDS, however, rejection of the agreement will result in the inability for staff to obtain in-house topographic surveying data. The cost for hiring a survey consultant is substantially higher.

ATTACHMENTS:

1. Resolution
    a. Exhibit 1 - Master Agreement

ATTACHMENT 1

Resolution

RESOLUTION NO. 21-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING A VIRTUAL SURVEYING NETWORK SUBSCRIBER AGREEMENT WITH CALIFORNIA SURVEYING AND DRAFTING SUPPLY, INC. (CSDS) FOR VIRUAL SURVEYING NETWORK SERVICE FOR VARIOUS CITY PROJECTS

WHEREAS, the City of Madera (City) has utilized California Surveying and Drafting Supply, Inc. (CSDS) for Virtual Surveying Network Service for Surveying Various City Projects through a Subscriber Agreement; and

WHEREAS, a new Agreement between the City and CSDS is needed at this time; and

WHEREAS, funds are available in the Capital Improvement Projects budget.

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

1. The above recitals are true and correct.

2. The Council approves the Virtual Surveying Network Subscriber Agreement between the City of Madera and California Surveying and Drafting Supply, Inc. a copy of which is attached hereto as Exhibit 1 and referred to for particulars.

3. This Resolution is effective immediately upon adoption.

****

EXHIBIT 1

Virtual Surveying Network Subscriber Agreement

CSDS VIRTUAL SURVEYING NETWORK
SUBSCRIBER AGREEMENT

This Subscriber Agreement (the "Agreement"), dated October 20, 2021 ("Effective Date") is by and between California Surveying & Drafting Supply, Inc. ("CSDS"), and the undersigned subscriber ("Subscriber") identify on the signature page of this Agreement. This Agreement will serve as a master agreement covering all User(s) (as defined below) the Subscriber may control.

1. BACKGROUND AND OBJECTIVES. CSDS is in the process of establishing a Real Time Kinematic (RTK) Network ("the CSDS VSN") within Northern California. The CSDS VSN is currently servicing the greater Sacramento region, the Bay Area and the Central Valley, and CSDS plans to expand to additional areas until all surrounding areas are virtually seamless and combined into one CSDS VSN covering Northern California that have data cellular telephone coverage. Using Trimble Reference Stations, Trimble Pivot software, the Subscriber with a GPS Rover ("Rover") working within the CSDS VSN will be able to obtain RTK accuracies using Dual Frequency GPS Receivers.

2. SUBSCRIPTION.

2.1 For the purpose of this Agreement, a "User" is defined as one (1) Rover activated to work within the CSDS VSN. Under the terms and condition of this Agreement, a Subscriber may have one or more Users under its control. The Subscriber agrees to pay an initial non-refundable license fee set forth in Schedule A for each User ("Initial License Fee"). Upon payment of the Initial License Fee for a new User, such User will be entitled to attend a configuration and system orientation session provided by CSDS and will be issued a username and password that will allow such User's Rover to access the CSDS VSN ("User Account"). The Subscriber is responsible for purchasing and maintaining its own equipment to access the CSDS VSN, including, but not limited to, the Rover, the cellular phone modem and all costs associated therewith.

2.2 In addition to the Initial License Fee and during the term of this Agreement, the Subscriber will be assessed a annual fee as set forth in in Schedule A for each User ("Subscription Fee"). The Subscriber acknowledges and agrees that CSDS reserves the right to change the Annual Fee once per calendar year. Unless otherwise stated, if CSDS increases the Annual Fee, CSDS will provide notice to the Subscriber at least thirty (30) days before the effective date of such fee increase. CSDS may decrease the Annual Fee without providing advance notice.

3. INITIAL TERM. The initial term of this Agreement is as of the October 20, 2021 until September 30, 2022 ("Initial Term").

4. STANDARD TERMS AND CONDITIONS. This Agreement is subject to the Standard Terms and Conditions which accompany this facing page and are expressly incorporated into this document by reference. The parties have read and agree to be bound by those Standard Terms and Conditions.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

California Surveying & Drafting Supply, Inc.	Company:_____
	Signature:_____
_____	_____
Tom Cardenas, President	[Name, Title]
Address: 4733 Auburn Blvd. Sacramento, CA 95841	Address: _____ _____
Email: tomc@csdsinc.com	Email: _____
	Phone: _____
Date: _____	Date: _____

SCHEDULE A
TO THE
SUBSCRIBER AGREEMENT

Initial License Fee: **Billed at $0 per User**

Annual Fee: **Billed at $2000 per year per User for first year only**

Number of Users: **1**

***Primary Contact Name:**
Mobile Number:
Email Address:

***Secondary Contact Name:**
Mobile Number:
Email Address:

***Required for activation + Account Status Updates**

Initials: _____

SUBSCRIBER AGREEMENT
STANDARD TERMS AND CONDITIONS

1. Renewals. After the Initial Term, this Agreement will automatically renew for additional one-year period at renewal fee of $100 per year per User ("Renewal Fee") unless the Subscriber notifies CSDS in writing 30 days prior to the annual renewal that it wishes to terminate this Agreement or reduce the number Users. The Renewal Fee is in addition to the Initial License fee and the Annual Fee. Partial credit will not be given if the Subscriber reduces the number of Users during the Initial Term or any renewal period.

2. Subscriber's Obligations.

A. The Subscriber agrees not to re-broadcast the RTK signal.

B. The Subscriber agrees to pay CSDS all of the fees and other charges provided in this Agreement. CSDS may suspend, restrict or cancel the User Account(s) and/or this Agreement pursuant to Section 4.B. below if the Subscriber fails to make any payments under this Agreement when due.

C. The Subscriber agrees that it will only designate its agents and/or employees as Users for the purposes of utilizing the CSDS VSN, and that it will not resell, transfer or permit other people to use its User Account information to access the CSDS VSN. The Subscriber agrees to (i) immediately notify CSDS of any unauthorized use of its User Account or any breach of security, and (ii) use its best efforts to safe guard and protect its User Account information.

D. The Subscriber acknowledges and agrees that the Global Positioning System ("GPS") is operated by the U.S. Government Department of Defense, which is solely responsible for the accuracy, daily operations and maintenance of the satellites used in that system. As a result, CSDS shall not be responsible and/or liable for the unavailability or inaccuracy of GPS data.

E. The Subscriber acknowledges and agrees that the RTK data obtained from the CSDS VSN when used outside of the limits of the CSDS VSN may result in degraded accuracies. **The Subscriber understands that proper survey practices must be followed at all times. The Subscriber agrees to practice and have knowledge of the following techniques including, but not limited to, site calibrations, checking local control, initialization checks, and the Subscriber agrees that these techniques will be followed on all surveys completed within the CSDS VSN.**

F. The Subscriber shall be liable for and shall pay all charges and taxes (local, State and Federal), including all sales and use taxes (excluding taxes based on CSDS' net income) which may now or hereafter be imposed or levied upon the use of the Services (as defined below) or as a result of any of the terms of this Agreement.

3. CSDS's Obligations.

A. CSDS will be responsible for implementation, operation and maintenance of the CSDS VSN (the "Services"), however, the Subscriber acknowledges and agrees that (i) the CSDS VSN is currently available in the greater Sacramento region, the Bay Area, and parts of the Central Valley such as Lodi, Stockton, and Modesto, (ii) CSDS intends to rollout additional services in surrounding areas in the future, and (iii) the performance of the CSDS VSN may vary depending on a number of factors, such as the User's location, interference from objects, environmental factors and other factors beyond the control of CSDS. CSDS reserves the right to change and/or discontinue a service area and no guarantee is made as to the accuracy of the RTK data.

B. CSDS will use commercially reasonable efforts to maintain continuous service to the CSDS VSN. The Subscriber acknowledges and agrees that interruptions in the Services may occur and that data availability is not guaranteed. As a result, CSDS shall not be responsible and/or liable for the unavailability or inaccuracy of RTK data.

C. In CSDS's sole discretion, CSDS agrees to establish Reference Stations at certain of its facilities, and other designated facilities that meet the network requirements at no additional cost to subscribers.

D. CSDS reserves the sole right and discretion to refuse any User access to the CSDS VSN if CSDS determines that the User is in breach of this Agreement.

4. Cancellation of User Account and/or Agreement.

A. The Subscriber may cancel the User Account(s) or terminate this Agreement at any time by providing CSDS with written notice of such cancellation or termination no less than fifteen (15) days before the end of the year in which cancellation or termination is sought.

B. CSDS reserves the right to suspend, restrict, or cancel the User Account(s) and/or this Agreement, should the Subscriber (or any of its agents and/or employees) violate any terms of this Agreement. If the User Account(s) is suspended, restricted, or cancelled under this Section 4.B., the Annual Fee and charges will accrue through the date that CSDS fully processes the suspension, restriction or cancellation. The Subscriber shall pay all fees and charges that are due under this Agreement, including reimbursement

of any reasonable costs incurred, including attorneys' fees, to collect the fees owed to CSDS.

C. In addition to the rights set forth in Section 4.B. above, CSDS reserves the right to cancel the User Account(s) or terminate this Agreement for any other reason by providing the Subscriber with written notice of such cancellation and/or termination no less than thirty (30) days prior to the date of cancellation/termination. In the event of cancellation or termination by CSDS under this Section 4.C., CSDS will fully refund a prorated portion of the Annual Fee paid by the Subscriber for the year in which the User Account(s) was cancelled or Agreement was terminated.

5. Indemnification. Subscriber agrees to indemnify, defend and hold CSDS and its officers, directors, employees and agents harmless from any claims arising out of Subscribers actions including, but not limited to, failing to follow proper survey standards (see Section 2.D. above), or violating this Agreement, any applicable law or regulation or the rights of any third party.

6. Limitation of Liability; No Consequential Damages. TO THE EXTENT PERMITTED BY LAW, CSDS LIABILITY FOR MONETARY DAMAGES FOR ANY CLAIMS SUBSCRIBER MAY HAVE AGAINST CSDS IS LIMITED TO AN AMOUNT EQUAL TO THE ANNUAL FEES WHICH HAVE BEEN PAID BY THE SUBSCRIBER TO CSDS, DURING THE THREE (3) YEARS PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. UNDER NO CIRCUMSTANCES IS CSDS LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATED TO PROVIDING OR FAILING TO PROVIDE SERVICES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF BUSINESS, OR COST OF REPLACEMENT PRODUCTS AND SERVICES.

7. Limited Warranty. THE SERVICES ARE PROVIDED BY CSDS ON AN “AS IS, AS AVAILABLE” BASIS WITHOUT WARRANTY OF ANY KIND. CSDS DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE USE OR OPERATION OF THE SERVICES, OR THAT DEFECTS WILL BE CORRECTED ON A TIMELY MANNER OR IF AT ALL. The subscriber's sole remedy for a complete service interruption shall be limited to a pro-rata credit of the Annual Fees for the Services for the time period in which the Services are interrupted, not to exceed a maximum services interruption time period of two consecutive years. A credit will not be issued if the interruption is due to a problem beyond CSDS reasonable control, or due to the failure of power and/or equipment of the Subscriber.

EXCEPT AS THIS AGREEMENT EXPRESSLY STATES, WE MAKE NO EXPRESS WARRANTY REGARDING THE SERVICES, AND DISCLAIM ANY IMPLIED WARRANTY, EITHER IN FACT OR BY OPERATION OF LAW, STATUTE, OR OTHERWISE, INCLUDING ANY WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR COMPLIANCE WITH PARTICULAR STANDARDS. CSDS MAKES NO REPRESENTATIONS OR ENDORSEMENTS REGARDING ANY THIRD PARTY EQUIPMENT, SERVICES OR MATERIALS AVAILABLE THROUGH THE SERVICES. CSDS DOES NOT AUTHORIZE ANYONE, INCLUDING, BUT NOT LIMITED TO, CSDS' EMPLOYEES, AGENTS, CONTRACTORS, OR REPRESENTATIVES, TO MAKE A WARRANTY OF ANY KIND ON CSDS' BEHALF, AND THE SUBSCRIBER SHOULD NOT RELY ON ANY SUCH STATEMENT.

8. Miscellaneous.

A. This Agreement and the Standard Terms and Conditions constitutes the entire agreement of the parties with respect to the subject matter of this Agreement. This Agreement supersedes any and all prior representations and agreements, whether oral or written, between the parties to this Agreement with respect to the subject of this Agreement. Neither party will be bound by a term, condition, representation, warranty or provision other than as specifically stated in this Agreement. Except as otherwise expressly provided herein, this Agreement may be modified only by a writing signed by an authorized representative of each party. Waiver of any one provision of this Agreement will not be deemed to be a waiver of any other provision of this Agreement.

B. Neither Party shall be liable for any default or delay in the performance of its obligations hereunder if and to the extent such default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions in the United States, or any other similar cause beyond the reasonable control of such party. In such event, the non-performing party will be excused from any further performance or observance of the obligations(s) so affected for as long as such circumstances prevail and such party continues to use all commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. Any party so delayed in its performance will immediately notify the other by telephone (to be confirmed in writing within five days of the inception of such delay) and describe at a reasonable level of detail the circumstances causing such delay.

C. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any

way be affected or impaired thereby, and such provision shall be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law(s).

D. This Agreement shall be governed by the laws of the State of California as such laws are applied to contracts which are entered into and performed entirely within the State of California including the conflicts of law principles thereof. The sole and exclusive venue for any litigation or informal dispute resolution shall be Sacramento County, California.

E. Except as otherwise specified, any notices hereunder will be given to the appropriate party at the address specified in the Agreement or at such other as the party will specify in writing. Notice will be deemed given: upon personal delivery; if sent by fax or email, upon confirmation of receipt; or if sent by certified or registered mail, postage prepaid, when sent.

F. The Subscriber shall not have any rights or ability to assign (including any assignment by operation of law), or transfer any obligations or benefit hereunder without the written consent of CSDS, which consent will not be unreasonably withheld or delayed. Notwithstanding the foregoing, the Subscriber may assign this Agreement or its rights and obligations hereunder to a successor in interest without obtaining consent from CSDS in the event of a merger, consolidation, reorganization or sale of all or substantially all of the assets of the Subscriber. This Agreement will be binding upon and inure to the benefit of the parties hereto and their heirs, executors, administrators, successors, legal representatives and permitted assigns.

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: October 20, 2021

Agenda Number: B-7

SUBJECT:

Construction of Centennial Park, Pan American, and Frank Bergon American with Disabilities Act (ADA) and Lighting Improvements

RECOMMENDATION:

Adopt a Minute Order Approving the Acceptance of Centennial Park, Pan American, and Frank Bergon ADA and Lighting Improvements, CDBG Project Nos. B15MC060053, B17MC060053, B18MC060053, City Project Nos. PK-62 & PK-63, Notice of Completion, Release of Retention 35 days after Recording Notice of Completion

SUMMARY:

The City Council (Council), at its November 20, 2019 meeting, awarded a contract to Serna Construction Inc. (Contractor) for the Project in the amount of $268,522. On May 20, 2020, the Council approved a Contract Amendment of $100,000 to include the installation of lighting improvements at the pool area at Centennial Park increasing the total contract to $368,522. The Contractor has completed the Project in accordance with the plans and specifications and as modified by approved change orders.

BACKGROUND:

In an effort to make public facilities more accessible, staff presented several improvements to Council for consideration. More specifically, these improvements included:

- *Centennial Park*: Light Emitting Diode (LED) lighting upgrades at the parking lot and around John Wells Youth Center building, installation of 3 new streetlights, new shade structure and LED lighting upgrades at the pool, and striping refresh.
- *Pan American Community Center*: Installation of an ADA Ramp, New ADA concrete parking stalls, and striping refresh.
- *Frank Bergon American*: Installation of an ADA Ramp, New ADA concrete parking stalls,

and striping refresh.

It is noted that two Change Orders were processed. The change orders consisted of construction of ADA concrete parking stalls at Frank Bergon Center, time and material costs, and a final balancing change order involving additives or deductive items based on the total worked performed versus the total quantity included in the bid item.

The final progress payment, less the retention amount of five percent, has been processed. See Table 1 for a summary of contract costs.

Table 1: *Project Summary*

Contract Amount	*Total Change Orders*	*Total Construction Contract Cost*
$368,522.00	$41,610.25	$405,132.25

The total cost of the Change Orders increased the cost of the project approximately 11.3 percent, wherein a contingency of 15 percent was included. The construction project was completed within available budget.

The contractor required additional time to complete the project due to required substitution of the electrical subcontractor for non-performance.

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

FINANCIAL IMPACT:

There is no fiscal impact to the City's General Fund.

Funding for the project is a conglomeration of various Community Development Block Grant CDBG Project Nos. Those being B15MC060053, B17MC060053, and B18MC060053 which are programmed in CIP Budget FY 2021/22.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

Strategy 121 - Develop a city-wide multi-modal transportation plan to ensure safe, affordable and convenient transportation modes for residents and businesses within Madera.

ALTERNATIVES:

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

ATTACHMENTS:

1. Notice of Completion
2. Location Map
3. Pictures of improvements

ATTACHMENT 1

Notice of Completion

Recording Requested by:
City of Madera

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

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

NOTICE OF COMPLETION

Corporation

NOTICE IS HEREBY GIVEN THAT:

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

Name	Address
N/A	**N/A**

6. A work of improvement on the property hereinafter described was completed on **10/20/2021**
7. The name of the original contractor, if any, for such work of improvement was:
   (If no contractor for work of improvements as a whole, insert "none".)

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

Name	Address
N/A	**N/A**

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

   CENTENNIAL PARK, PAN AMERICAN, AND FRANK BERGON ADA AND LIGHTING IMPROVEMENTS

   CITY PROJECT NOS. PK-62 & PK-63, CDBG NOS. B15MC060053, B17MC060053, and B18MC060053
10. The street address of said property is **Madera City Limits**
    (If no street address has been officially assigned, insert "none".)

(Signature of Owner named in Paragraph 2)

Dated

Keith Brent Helmuth, P.E.
City Engineer

State of California
County of Madera

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

(Signature of Officer)

_____
Keith Brent Helmuth, P.E.
City Engineer

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

State of California
County of Madera

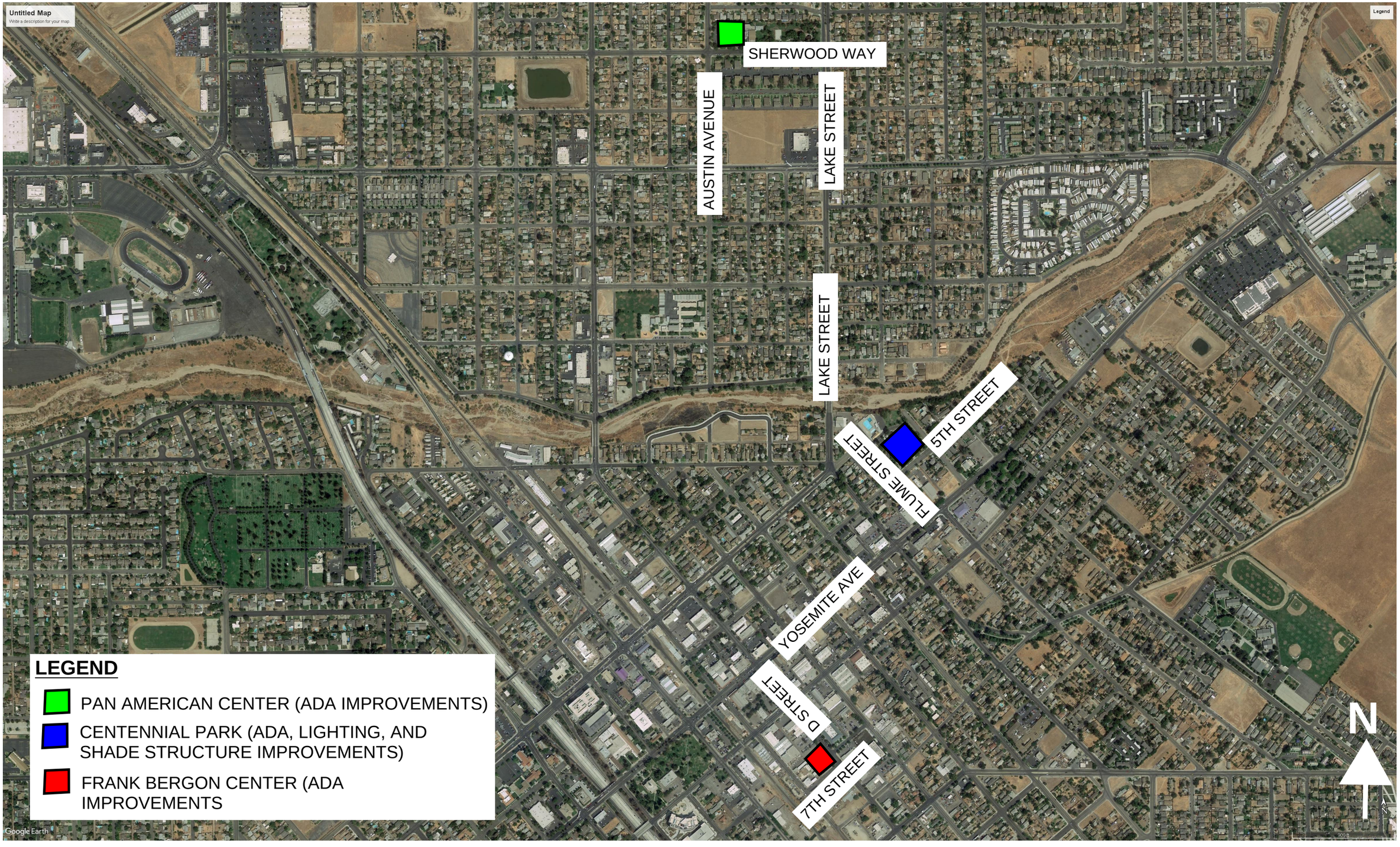
Subscribed and sworn to (or affirmed) before me on the _____ day of _____, 2021 by Keith Brent Helmuth, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

_____ (Seal)
Alicia Gonzales
City Clerk

ATTACHMENT 2

Location Map

LOCATION MAP



ATTACHMENT 3

Pictures



Figure 1 – New Concrete ADA Parking Stall at Pan American Center



Figure 2 – New Concrete ADA Ramp and Parking Stall at Pan American Center



Figure 3 – New Concrete ADA Parking Stall at Frank Bergon Senior Center

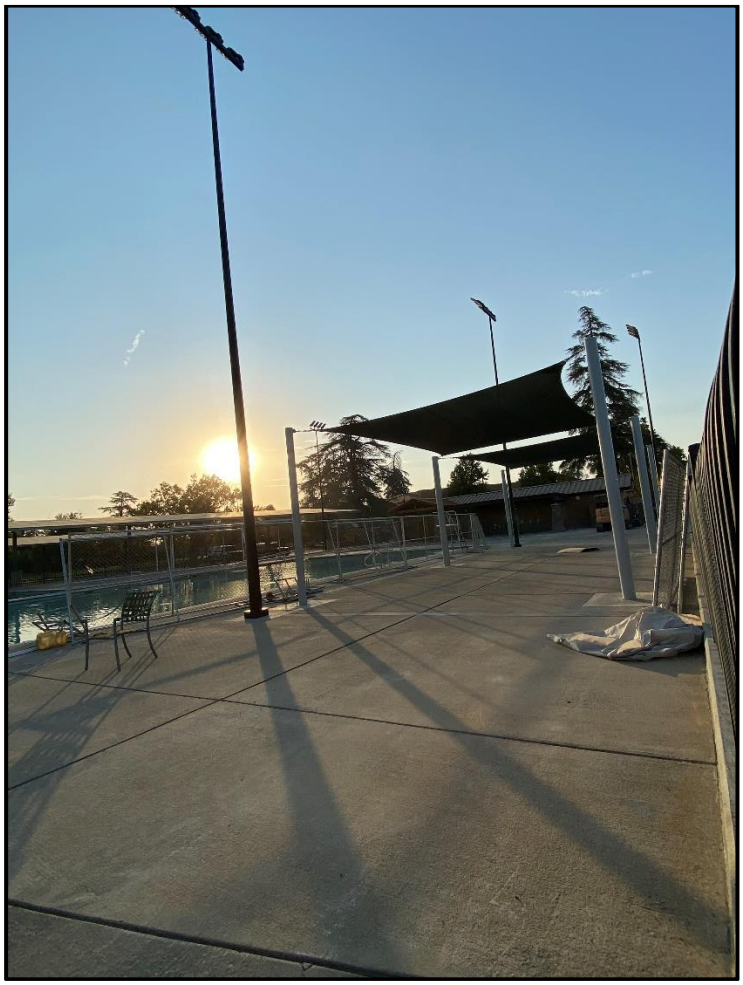


Figure 4 – New Lights and Shade Structure at Centennial Park Pool



Figure 5 – New LED Lights around John Wells Youth Center Building at Centennial

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Alicia Gonzales, City Clerk

Arnoldo Rodriguez, City Manager

Council Meeting of: October 20, 2021

Agenda Number: C-1

SUBJECT:

Public Hearing #1 to Receive Input from the Community Regarding the Redrawing of Council District Boundaries

RECOMMENDATION:

Conduct Public Hearing to receive a report on the process and permissible criteria to be considered to redraw Council district boundaries and to solicit public comments and input on Council district boundaries

SUMMARY:

Every 10 years, cities with by-district election systems must use new census data to review and, if needed, redraw district lines to reflect how local populations have changed. This process, called redistricting, ensures all districts have a nearly equal population. The redistricting process for the City must be completed by April 17, 2022.

DISCUSSION:

The City adopted its current district boundaries in 2011 based on 2010 census data as required by law. The districts must now be redrawn using the 2020 census data and in compliance with the FAIR MAPS Act (Act), which was adopted by the California legislature as Assembly Bill 849 and took effect January 1, 2020.

Under the Act, the Council must draw and adopt boundaries using the following criteria in the listed order of priority (Elections Code 21621(c)):

1. Comply with the federal requirements of equal population and the Voting Rights Act
2. Be geographically contiguous
3. Undivided neighborhoods and “communities of interest” (socio-economic geographic areas that should be kept together)

4. Display easily identifiable boundaries
5. Be compact (do not bypass one group of people to get to a more distant group of people)
6. Shall not favor or discriminate against a political party

Once the prioritized criteria are met, other traditional districting principles can be considered, such as:

1. Minimize the number of voters delayed from voting in 2022 to 2024
2. Respect voters' choices/continuity in office
3. Future population growth

By law, the City must hold at least four public hearings that enable community members to provide input on the drawing of district maps:

- At least one hearing must occur before the city or county draws draft maps
- At least two hearings must happen after the drawing of draft maps the fourth hearing can happen either before or after the drawing of draft maps
- City or county staff or consultants may hold a public workshop instead of one of the required public redistricting hearings

To increase the accessibility of these hearings, cities and counties must take the following steps:

- At least one hearing must occur on a Saturday, Sunday, or after 6:00 p.m. on a weekday
- If a redistricting hearing is consolidated with another local government meeting, the redistricting hearing must begin at a pre-designated time
- Local public redistricting hearings must be made accessible with people with disabilities

The purpose of this public hearing is to inform the public about the districting process and to hear from the community on what factors should be taken into consideration while creating district boundaries. The public is requested to provide input regarding communities of interest and other local factors that should be considered while drafting district maps. A community of interest under the relevant Elections Code for cities (Section 21621(c) is:

> *"a population that shares common social or economic interests that should be included within a single district for purposes of its effective and fair representation."*

Possible features defining community of interest might include, but are not limited to:

1. School attendance areas;
2. Natural dividing lines such as major roads, hills, or highways;
3. Areas around parks and other neighborhood landmarks;
4. Common issues, neighborhood activities, or legislative/election concerns; and

5. Shared demographic characteristics, such as:
    a. Similar levels of income, education, or linguistic insolation;
    b. Languages spoken at home; and
    c. Single-family and multi-family housing unit areas.

Next Steps

On November 3, 2021, the City Council will conduct Public Hearing #2 to seek additional public input and provide direction on criteria to be considered while drafting district maps. Following that hearing, draft district maps and proposed election sequencing will be posted to the City website and available at City Hall. In addition, the City will be conducting workshops in various areas of the City, COVID restrictions permitting, to further engage residents in the redistricting process.

Following the demographic review of the recently released 2020 Census data and the drafting of revised district boundary maps, Public Hearings 3 and 4 will be held, January 5, 2022 and February 2, 2022 respectively. At these hearings the Council may also discuss adjusting the sequencing of district elections so as to balance the number of officers on the ballot at any given election. Any changes to the current sequencing of district elections would be made part of the final ordinance adopting the revised district boundaries.

FINANCIAL IMPACT:

Costs associated with redistricting-related work includes the following:

- Contract with BB&K totaling $50,000
- Various staff time and City Attorney fees

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

ALTERNATIVES:

The Council may direct staff to return with additional information or provide an alternative action.

ATTACHMENTS:

None.

RETURN TO AGENDA

LATE DISTRIBUTION

CITY OF MADERA
MEMORANDUM

DATE: October 14, 2021

TO: Honorable Mayor and City Council Members

FROM: Gary Conte, Planning Manager

SUBJECT: October 20, 2021 City Council Meeting
Late Distribution of Report for Item C-2

Additional time is needed to complete, review and finalize report for Item C-2 Prezone of Links Ranch and Tentative Subdivision Map TSM 2021-02 and Precise Plan 2021-04. The Planning Department apologize for any inconvenience this action may have caused.

Thank you.

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Gary Conte, Planning Manager

Arnoldo Rodriguez, City Manager

Council Meeting of: October 20, 2021

Agenda Number: C-2

SUBJECT:

Prezone of Links Ranch Tentative Subdivision Map 2021-02 (TSM 2021-02) and Precise Plan 2021-04 (PPL 2021-04)

RECOMMENDATION:

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

1. Adopt a Resolution adopting a Mitigated Negative Declaration and Mitigation and Monitoring Reporting Program for Tentative Subdivision Map No. 2021-02, Annexation Application No. 2021-01, and Precise Plan Application No. 2021; and

2. Adopt a Resolution Ratifying Planning Commission's Approval of Tentative Subdivision Map 2021-02 and Precise Plan 2021-04; and

3. Waive full reading and Introduce an Ordinance Prezoning Approximately 40 Acres on the South Side of West Cleveland Avenue between Avenue 16 and Road 23 (Report by Gary Conte).

SUMMARY:

The applicant, Links Ranch, LLC, is proposing to annex approximately 41 acres, and prezone and subdivide approximately 40 acres to facilitate the development of a 214-lot single-family residential subdivision (Links Ranch). The applicant proposes to prezone the subject site P-D (4500) – Planned Development (One unit for each 4,500 square feet of site area) (refer to Attachments 1 and 2). All planned developments are subject to a precise plan.

The subject property consists of one legal parcel located in the northwesterly section of the City's Urban Growth and Sphere of Influence Boundaries. The project also includes an unincorporated section of West Cleveland Avenue. The property is approximately two miles west of State Route 99 (SR 99) on the south side of West Cleveland Avenue between Avenue 16 and Road 23. West Cleveland Avenue forms the northerly boundary. The City limits forms the property's easterly boundary. An approved subdivision

(Rancho Santa Fe) under construction immediately adjacent to the east of the subject site (refer to Attachment 3).

The project proposal was reviewed and considered by the Planning Commission (Commission) at its meeting on September 14, 2021. At the meeting, the Commission heard from the applicant's representative who expressed acceptance to all project conditions of approval. No public comments were received at the Commission hearing. The Commission unanimously recommended adoption of the project's IS/MND and Mitigation Monitoring and Reporting Program (ENV 2021-31) and approval of ANX 2021-01 (refer to Attachment 4), and conditionally approved TSM 2021-02 and PPL 2021-04.

The Commission found the proposed prezoning to be in conformance with the General Plan (GP) and has adopted Resolution No. 1893 recommending approval to the City Council (Council). Conditions have been identified and included in the Commission's approval of the Tentative Map and Precise Plan to ensure development of the site will be consistent with the City's GP, Planning and Zoning Ordinance, development standards and regulations, as well as other applicable City plans and policies.

A resolution adopting the IS/MND and Mitigation Monitoring and Reporting Program (ENV 2021-31), and an ordinance approving prezoning 40 acres P-D (4500) (ANX 2021-01) have been prepared for Council action consistent with the Planning Commission's recommendation (refer to Attachment 1).

The proposed annexation of the property into the City is subject to approval by the Madera County Local Agency Formation Commission (LAFCo) following action by the Council.

DISCUSSION:

Annexation Process

The proposed annexation requires a series of actions by the City and LAFCo. LAFCo is the lead agency for annexations of properties into the City. Prezoning is required as a precursor to submitting an application for annexation of the site with LAFCo. State law requires that a proposed annexation to a city must be consistent with the GP and the prezoning set by the city.

The project is located within the City's Urban Growth Area and Sphere of Influence and is consistent with the GP. The proposed residential development of the site would be compatible with the GP land use designation for the project site and surrounding area. On this basis, the Commission has made the necessary findings determining the proposed project is consistent with the GP. If the Council approves the project entitlements, LAFCo will review the proposed annexation. If the annexation is approved by LAFCo, a certificate of completion will be issued, which would make the annexation effective 30 days after approval.

The project site is currently outside the City limits. Current zoning of the project site is subject to the County. The County has zoned the property ARE-20 (Agricultural Rural Exclusive – 20 Acres). At the time of the September 14, 2021 Commission meeting, the applicant proposed to prezone a portion of APN 033-18-003 P-D (4500). The applicant proposes to prezone the subject site PD-4500 (Planned Development) in advance of an application for annexation into the City. The property must be prezoned before such application can be filed. If annexation is ultimately approved, the City's PD-4500 zone will replace the County's zoning designation as the effective land use regulation governing the property.

Subsequent to the September 14, 2021 Commission meeting, the applicant submitted a parcel map application with County to subdivide APN 033-18-003 into two parcels – one specific to the area to be prezoned and annexed and one representing the remainder of the former parcel to remain under County jurisdiction. Madera County approved this action on October 13, 2021.

Pursuant to California Code of Regulations Section (§) 65859(a), "[A] city may, pursuant to this chapter, prezone unincorporated territory to determine the zoning that will apply to that territory upon annexation to the city. The zoning shall become effective at the same time that the annexation becomes effective."

The City is required to ensure a prezone request is consistent with the GP. ANX 2021-01 proposes to prezone the property P-D (4500) consistent with the project site's land use designations. The P-D (4500) Zone District is a Planned Development Zone that permits one unit for each 4,500 sf of site area.

The purpose of the City's P-D zones is to authorize and regulate density of planned developments and other residential subdivisions. The District is intended to allow use of special design criteria for maximum utility of the site and to allow maximum design flexibility within the density limitations provided in Section 10-3-4.102 of the Madera Municipal Code (MMC). Pursuant to §10-3-4.102, variations from normal zoning standards unique to the development may be considered and are encourage rather than the residential standards specified in the MMC. Such variations may include density transfers.

Plan of Services

The area proposed for prezoning is adjacent to existing City infrastructure and is planned for development by the City's existing Master Sewer, Water and Transportation/Circulation Plans. The City prefers to keep its infrastructure facilities within its jurisdictional boundaries.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

Pursuant to the California Environmental Quality Act (CEQA), an Initial Study/Mitigated Negative Declaration (IS/MND) was prepared, describing the potential environmental impacts of the proposed Project (refer to Attachment 5). The City has assessed the potential environmental impacts of this Project and has determined that they are all either less than significant or less than significant level with the incorporation of the mitigation measures identified in the document. The City circulated the IS/MND for a 21-day public review and comment period commencing on August 18, 2021 and ending on September 7, 2021. The IS/MND was distributed as a separately bound document and posted on the City's website at the following website address: https://www.madera.gov/home/departments/planning/ and a hard copy was also been made available at the Planning Department counter.

Staff received correspondence regarding the IS/MND from the County of Madera, San Joaquin Valley Air Pollution Control District, California Department of Transportation, and from the PG&E (refer to Attachment 6).

According to the analysis in the IS/MND, the project would result in potentially significant impacts related to biological resources – western burrowing owl habitat. This impact is expected to be mitigated to a less than significant level through implementation of mitigation measures identified in the IS/MND. The mitigation measures have been incorporated into a Mitigation and Reporting Program for the project and can be found as part of the IS/MND.

PUBLIC NOTICE:

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting. Public notification also consisted of publishing a notice in the local newspaper and notification by mail of owners and occupants within a 500-foot radius of the subject property. Notice of the IS/MND availability was also provided to agencies and parties of interest.

FISCAL IMPACT:

The applicant remitted $18,938 in Planning Department entitlement fees to offset the cost associated with processing ANX 2021-01, TSM 2021-02, PPL 2021-04 and ENV 2021-31. Additional fees will be required from the Engineering and Building Departments in conjunction with processing building and civil improvement plans and permits required of the development of the site. The developer will also be responsible for payment of development impact fees applicable to City infrastructure and services. PPL 2021-04 require the project to annex into a City's landscaping and lighting district and into the City's Community Facilities District 2005-1, supporting the provision of police, fire, parks and storm drainage services in the City.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

ALTERNATIVES:

The Council could consider alternatives other than staff's recommendation the prezone ordinance. Those include:

1. Denial of the request for prezone. Should the prezone request be denied, the project site would remain within the current County zoning district and annexation and subdivision (TSM 2021-02) of the subject site as well as precise plan (PPL 2021-04) would be suspended.
2. Continuing the item with direction to staff to provide additional information so as to allow the Council time to digest that information in advance of a decision.
3. Provide staff with other alternative directives.

ATTACHMENTS:

1. Prezone Ordinance
2. Prezone Legal Description and Map
3. Aerial Vicinity Map
4. Planning Commission Resolution No. 1893
5. Initial Study/Mitigated Negative Declaration
6. Initial Study/Mitigated Negative Declaration Public Comments

Attachment 1

Prezone Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING THE OFFICIAL CITY OF MADERA ZONING MAP TO PREZONE AN APPROXIMATELY 40 ACRE PROPERTY (APN: 033-18-003 (portion)), LOCATED ON THE SOUTH SIDE OF CLEVELAND AVENUE BETWEEN AVENUE 16 AND ROAD 23, FROM AGRICULTURAL RURAL EXCLUSIVE (ARE, MADERA COUNTY) TO THE PLANNED DEVELOPMENT (P-D 4500) ZONE DISTRICT OF THE CITY OF MADERA, PENDING ANNEXATION

WHEREAS, Links Ranch, LLC ("Owner") owns APN 033-180-003 in Madera, California ("Site"); and

WHEREAS, Owner has submitted application ANX 2021-01 to City to prezone property consisting of approximately 40 acres (a portion of Madera County Assessor Parcel Number 033-180-003) south of West Cleveland Avenue between Avenue 16 and Road 23 to PD 4500 (Planned Development); and

WHEREAS, the proposed prezone is compatible with the neighborhood and is not expected to be detrimental to the health, safety, peace, comfort or general welfare of the neighborhood or the City; and

WHEREAS, an Initial Study/Mitigated Negative Declaration (IS/MND) has been prepared, circulated, and made available for public comment pursuant to the California Environmental Quality Act (CEQA), Public Resources Code, sections 21000, et seq., the Guidelines for implementation of CEQA, Title 14 California Code of Regulations, Chapter 3, Section 15000, et seq., and the Madera Municipal Code; and

WHEREAS, the City Council independently reviewed and considered the information contained in the IS/MND; and

WHEREAS, the proposed prezone will not individually or cumulatively have an adverse effect on wildlife resources, as defined in Section 711.2 of the California Department of Fish and Game Code; and

WHEREAS, the Planning Commission received and reviewed application ANX 2021-01 at a duly noticed hearing on September 14, 2021, wherein the public was provided an opportunity to comment, and evidence, both written and oral, was considered by the Planning Commission; and

WHEREAS, after its hearing the Planning Commission adopted Resolution No. 1893 recommending to the City Council of the City of Madera the approval of ANX 2021-01 as conditioned; and

WHEREAS, concurrently with the consideration of ANX 2021-01, the Planning Commission approved TSM 202-02, 01, and PPL 2021-04 and submitted said approvals to the City Council.

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

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

SECTION 2. Public Hearing. The City Council received the submittals from the Planning Commission and held a duly noticed public hearing on October 20, 2021 on the prezoning of the Site as shown in Exhibit "A."

SECTION 3. Findings. Based upon the record before it at the public hearing, the City Council determines the adoption of the proposed prezoning ordinance as recommended by the Planning Commission is in the best interest of the City of Madera. The changes are also consistent with the purpose of the City's zoning ordinance to promote the growth of the City in an orderly and sustainable manner and to ensure consistency with the City General Plan. The Council hereby makes the following findings:

1. THE PROPOSED PREZONE WILL PROVIDE THE REQUIRED CONSISTENCY BETWEEN THE GENERAL PLAN AND ZONING.

2. THE PREZONE IS NOT EXPECTED TO BE DETRIMENTAL TO THE HEALTH, SAFETY, PEACE, COMFORT OR GENERAL WELFARE OF THE NEIGHBORHOOD OR THE CITY.

3. CITY SERVICES AND UTILITIES ARE AVAILABLE OR CAN BE EXTENDED TO SERVE THE AREA.

SECTION 3. Approval of Prezoning. The City Council approves the proposed prezoning and hereby amends the City of Madera Zoning Map as provided for in Chapter 3 of Title X of the Madera Municipal Code as illustrated in the attached Exhibit "A" which indicates the segment of the City of Madera Zoning Map to be amended.

SECTION 4. Effective Date of Prezoning. The Zoning Map Amendments shall be at the same time that the annexation for the subject site becomes effective. The Planning Director and City Clerk shall cause these revisions to be made to the City of Madera Zoning Map which shall also indicate the date of adoption of this revision and be signed by the Planning Director and City Clerk.

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

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

The foregoing ordinance was introduced at a regular meeting of the City Council of the City of Madera held on October 20, 2021, and was passed and adopted at a regular meeting of the City Council held on _____, 2021, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Santos Garcia, Mayor

ATTEST:

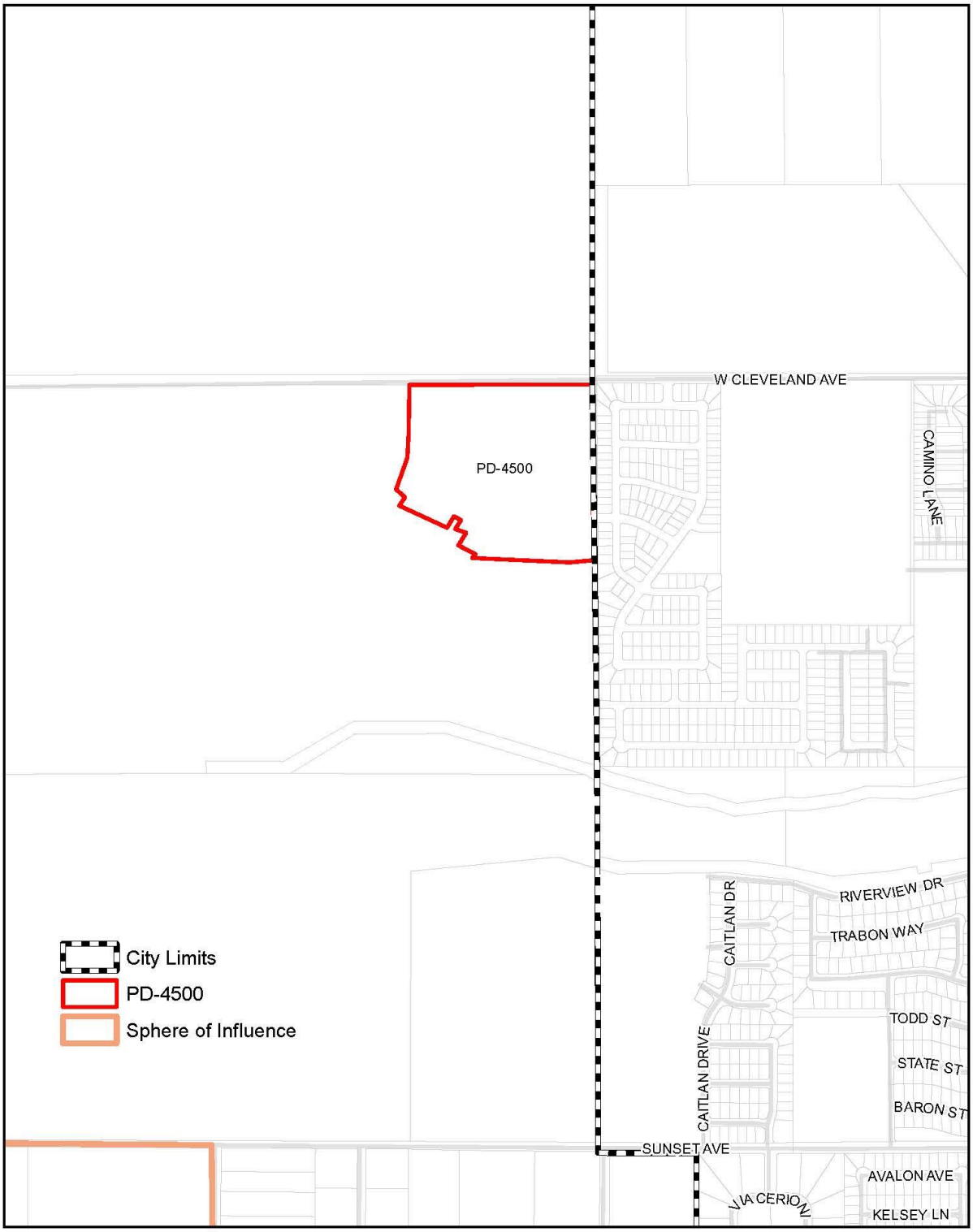
_____
Alicia Gonzales, City Clerk

Exhibit A: Prezone Illustration to City of Madera Zoning Map

EXHIBIT A

Approximately 41 acres (a portion of Madera County Assessor Parcel Number 033-180-003) south of West Cleveland Avenue between Avenue 16 and Road 23

Links Ranch Proposed Pre-Zone



Attachment 2

Prezone Legal Description and Map

PRE-ZONE
CONTAINS 38.13 ACRES
OCTOBER 7, 2021

LEGAL DESCRIPTION

That portion of the Southeast quarter of Section 16, Township 11 South, Range 17 East, Mount Diablo Base and Meridian, described as follows:

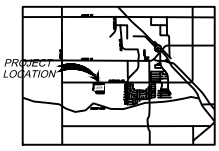
BEGINNING at a point on the East line of the Southeast quarter of said Section 16 lying 50.00 feet south of the East quarter corner of said Section 16; thence

1) South 00° 24’ 44” East, along the East line of said Southeast quarter, a distance of 1297.05 feet; thence
2) North 89° 55’ 46” West, a distance of 745.33 feet; thence
3) North 88° 31’ 53” West, a distance of 54.26 feet; thence
4) North 86° 18’ 00” West, a distance of 53.90 feet; thence
5) North 84° 01’ 23” West, a distance of 56.09 feet to the beginning of a non-tangent curve concave to the northeast, having a radius of 1384.00 feet, a radial to said point bears South 7° 08’ 17” West; thence
6) Westerly along said non-tangent curve, through a central angle of 4° 21’ 05”, an arc distance of 105.11 feet; thence
7) North 55° 11’ 26” West, a distance of 28.00 feet to a point on a non-tangent curve concave to the northwest, having a radius of 1279.00 feet, a radial to said point bears South 55° 11’ 26” East; thence
8) Northeasterly along said non-tangent curve, through a central angle of 2° 53’ 16”, an arc distance of 64.46 feet; thence
9) North 58° 04’ 43” West, a distance of 128.00 feet to a point on a non-tangent curve concave to the northwest, having a radius of 1151.00 feet, a radial to said point bears South 58° 04’ 43” East; thence
10) Northeasterly along last said non-tangent curve, through a central angle of 7° 26’ 45”, an arc distance of 149.58 feet to a point on a non-tangent curve concave to the northeast, having a radius of 1128.00 feet, a radial to said point bears South 15° 29’ 19” West; thence
11) Northwesterly along last said non-tangent curve, through a central angle of 1° 20’ 47”, an arc distance of 26.51 feet to a point on a non-tangent curve concave to the Northeast, having a radius of 4638.49 feet, a radial to said point bears South 17° 27’ 47” West; thence
12) Northwesterly along last said non-tangent curve, through a central angle of 00° 55’ 05”, an arc distance of 74.33 feet; thence
13) North 71° 50’ 51” West, a distance of 59.13 feet; thence
14) North 71° 50’ 55” West, a distance of 157.81 feet to the beginning of a non-tangent curve concave to the northeast, having a radius of 1128.00 feet, a radial to said point bears South 16° 19’ 54” West; thence

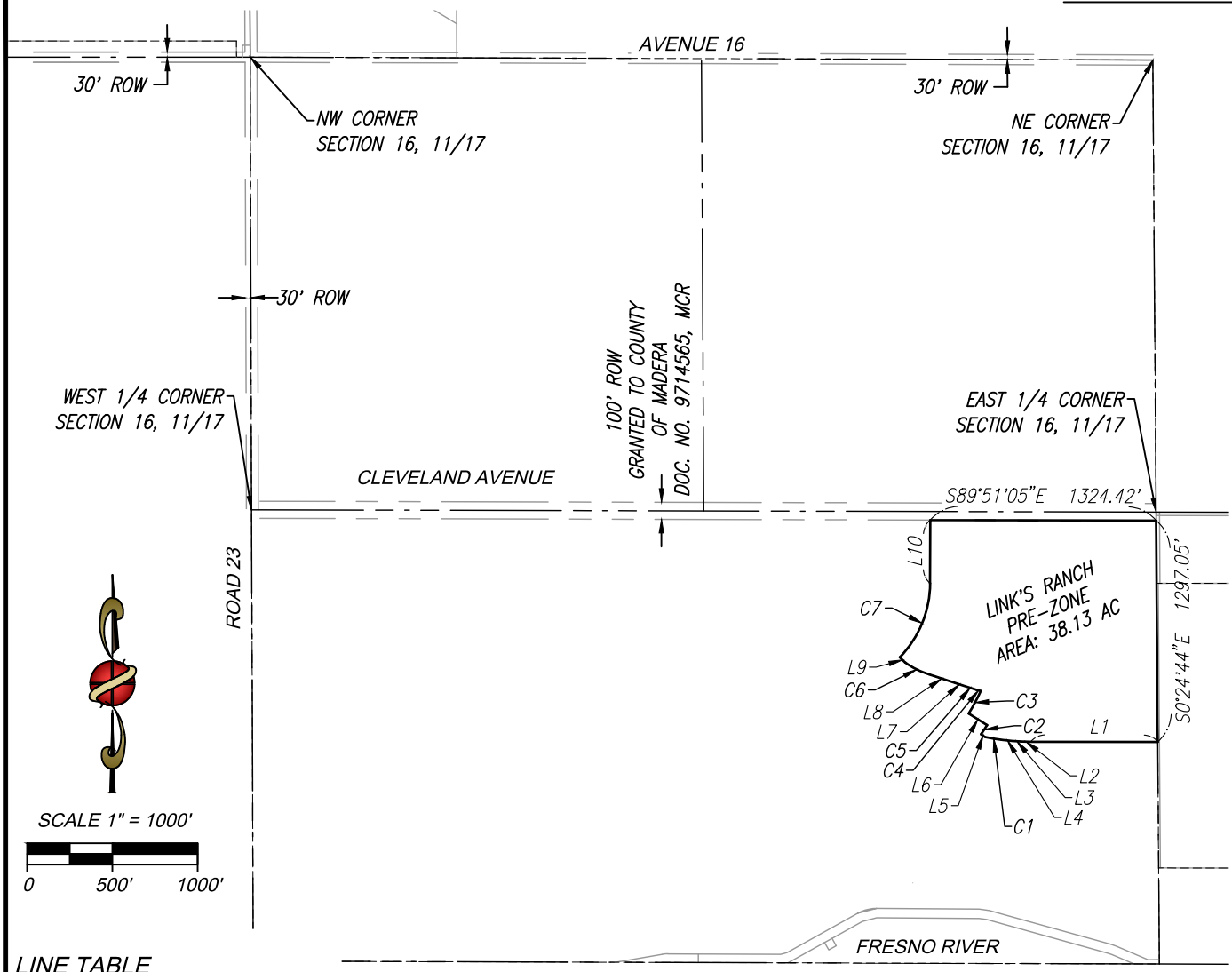
15) Northwesterly along last said non-tangent curve, through a central angle of 19° 50’ 30”, an arc distance of 156.68 feet; thence
16) North 45° 43’ 50” West, a distance of 45.00 feet to a point on a non-tangent curve concave to the northwest, having a radius of 625.00 feet, a radial to said point bears South 45° 43’ 50” East; thence
17) Northeasterly along last said non-tangent curve, through a central angle of 44° 01’ 38”, an arc distance of 480.26 feet; thence
18) North 00° 14’ 32” East, a distance of 370.75 feet to a point on the south line of that certain parcel granted to County of Madera in Grant Deed recorded as Document No. 9714565, Madera County Records; thence
19) South 89° 51’ 05” East, along said South line, being parallel with and 50.00 feet south of the North line of the South half of said Section 16, a distance of 1324.42 feet to the Point of Beginning.

Contains an area of: 38.13 Acres, more or less.

PRE-ZONE EXHIBIT



VICINITY MAP



LINE TABLE

LINE	BEARING	DISTANCE
L-1	N89°55'46"W	745.33'
L-2	N88°31'53"W	54.26'
L-3	N86°18'00"W	53.90'
L-4	N84°01'23"	56.09'
L-5	N55°11'26"W	28.00'
L-6	N58°04'43"W	128.00'
L-7	N71°50'51"W	59.13'
L-8	N71°50'55"W	157.81'
L-9	N45°43'50"W	45.00'
L-10	N00°14'32"E	370.75'

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH
C-1	4°21'05"	1384.00'	105.11'
C-2	2°53'16"	1279.00'	64.46'
C-3	7°26'45"	1151.00'	149.58'
C-4	1°20'47"	1128.00'	26.51'
C-5	0°55'05"	4638.49'	74.33'
C-6	19°50'30"	452.44'	156.68'
C-7	44°01'38"	625.00'	480.26'

LICENSED LAND SURVEYOR
PETER D. COHRS
LS 5096
Exp. Date 6-30-23
STATE OF CALIFORNIA

LEGEND

- RIGHT OF WAY (ROW)
- ADJUSTED BOUNDARY LINE
- EXISTING SECTION LINE
- EXISTING PROPERTY LINE

PRECISION CIVIL ENGINEERING, INC.

EXHIBIT	PROJECT NAME: LINK'S RANCH		SHEET 1
DESCRIPTION: PRE-ZONE EXHIBIT		10/5/2021	18-059

P:\CIVIL 3D PROJECTS\2018\18-059\SURVEY AND MAPPING\SURVEY EXHIBITS\18-059 LINKS RANCH PREZONE EXHIBIT.DWG 10/8/2021 8:56:29 AM

Attachment 3

Aerial Vicinity Map


KENNEDY ST
KENNEDY ST
CONDOR RD
AVIATION DR
CONDOR DR
AVENUE 15 1/2
CLEVELAND AVE
MONTE VISTA AVE
ENCHANTADA AVE
CAMINO LN
GLENVILLE AVE
GLADE AVE
WESTBERRY BLV
LARRETE AVE
PENNY WAY
RUNNING BROOK ST
HAWKS PEAK DR
ROCKY BOTTOM ST
HOLLOW AVE
NILE ST
FRESHET DR
HAMPTON DR
RIVERVIEW DR
SUMMER SET LN
TRABON WAY
SUBURBAN AVE
WESTBERRY BVD
TODD ST
CAITLAN DR
CERIONI VIA
BARON ST
KING LN
DOUBLE TREE WAY
AVENUE 14 1/2
SUNSET AVE
VIA CERIONI
AVALON AVE
KELSEY LN
KIMMEL AVE
DIANE WAY
ROAD 23 1/2
SILK OAK LN
ROAD 24
Project Site
City Limit
0
500
1,000
2,000
3,000
Feet

Attachment 4

Planning Commission Resolution No. 1893

RESOLUTION NO. 1893

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MADERA RECOMMENDING TO THE CITY COUNCIL OF THE CITY OF MADERA ADOPTION OF AN ORDINANCE PREZONING PROPERTY LOCATED ON THE SOUTH SIDE OF WEST CLEVELAND AVENUE BETWEEN AVENUE 16 AND ROAD 23 TO PD-4500

WHEREAS, Links Ranch, LLC ("Owner") owns APN 033-180-003 in Madera, California ("site"); and

WHEREAS, a proposal has been made by the Owner to prezone property consisting of approximately 40 acres (a portion of Madera County Assessor Parcel Number 033-180-003) south of West Cleveland Avenue between Avenue 16 and Road 23 to PD 4500 (Planned Development) as shown in the attached Exhibit A ; and

WHEREAS, the proposed is compatible with the neighborhood and is not expected to be detrimental to the health, safety, peace, comfort or general welfare of the neighborhood or the City; and

WHEREAS, an Initial Study/Mitigated Negative Declaration (IS/MND) has been prepared, circulated, and made available for public comment pursuant to the California Environmental Quality Act (CEQA), Public Resources Code, sections 21000, et seq., the Guidelines for implementation of CEQA, Title 14 California Code of Regulations, Chapter 3, Section 15000, et seq., and the Madera Municipal Code; and

WHEREAS, the Planning Commission has independently reviewed and considered the information contained in the IS/MND; and

WHEREAS, the Project will not individually or cumulatively have an adverse effect on wildlife resources, as defined in Section 711.2 of the California Department of Fish and Game Code; and

WHEREAS, under the City's Municipal Code, the Planning Commission is authorized to review and make recommendations to the City of Madera City Council pertaining to prezone matters ; and

WHEREAS, the City provided notice of the Planning Commission hearing as required by law; and

WHEREAS, the Planning Commission received and reviewed application ANX 2021-01 requesting the prezone of approximately 40 acres south of West Cleveland Avenue between Avenue 16 and Road 23 at a duly noticed meeting on September 14, 2021; and

WHEREAS, a public hearing was held, the public was provided an opportunity to comment, and evidence, both written and oral, was considered by the Planning Commission; and

WHEREAS, the Planning Commission now desires to recommend to the City Council of the City of Madera the approval of ANX 2021-01as conditioned.

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

1. Recitals: The above recitals are true and correct and are incorporated herein.

2. CEQA: An Initial Study was prepared for this project in accordance with the requirements of the California Environmental Quality Act (CEQA). The Planning Commission finds and determines that the project fulfills the criteria for a Mitigated Negative Declaration set forth in CEQA Guidelines Section 15070 (Decision to Prepare a Negative or Mitigated Negative Declaration) as there is no substantial evidence that the project could have a significant effect on the environment, that the document reflects the independent judgement of the City of Madera, and is hereby recommend for adoption in accordance with CEQA.

3. Finding: The proposed prezoning, as specified in Exhibit A, is found to be consistent with the General Plan and is compatible with adjacent zoning and uses.

4. Action: Planning Commission hereby recommends the City Council adopt an ordinance prezoning the area shown in Exhibit A.

5. Effective Date: This resolution is effective immediately.

* * * * *

Passed and adopted by the Planning Commission of the City of Madera this 14th day of September 2021, by the following vote:

AYES: Commissioners Robert Gran Jr., Alex Salazar, Ramon Lopez, Bobby Sheikh, Balwinder Singh, Rohi Zacharia

NOES: None

ABSTENTIONS: None

ABSENT: Commissioner Ryan Cerioni

Robert Gran Jr.
Planning Commission Chairperson

Attest:

Gary Conte, AICP
Planning Manager

Exhibit "A" – Proposed Prezoning
Exhibit "B" – Proposed Conditions of Approval

Exhibit "A"
Proposed Prezoning

Links Ranch Proposed Pre-Zone

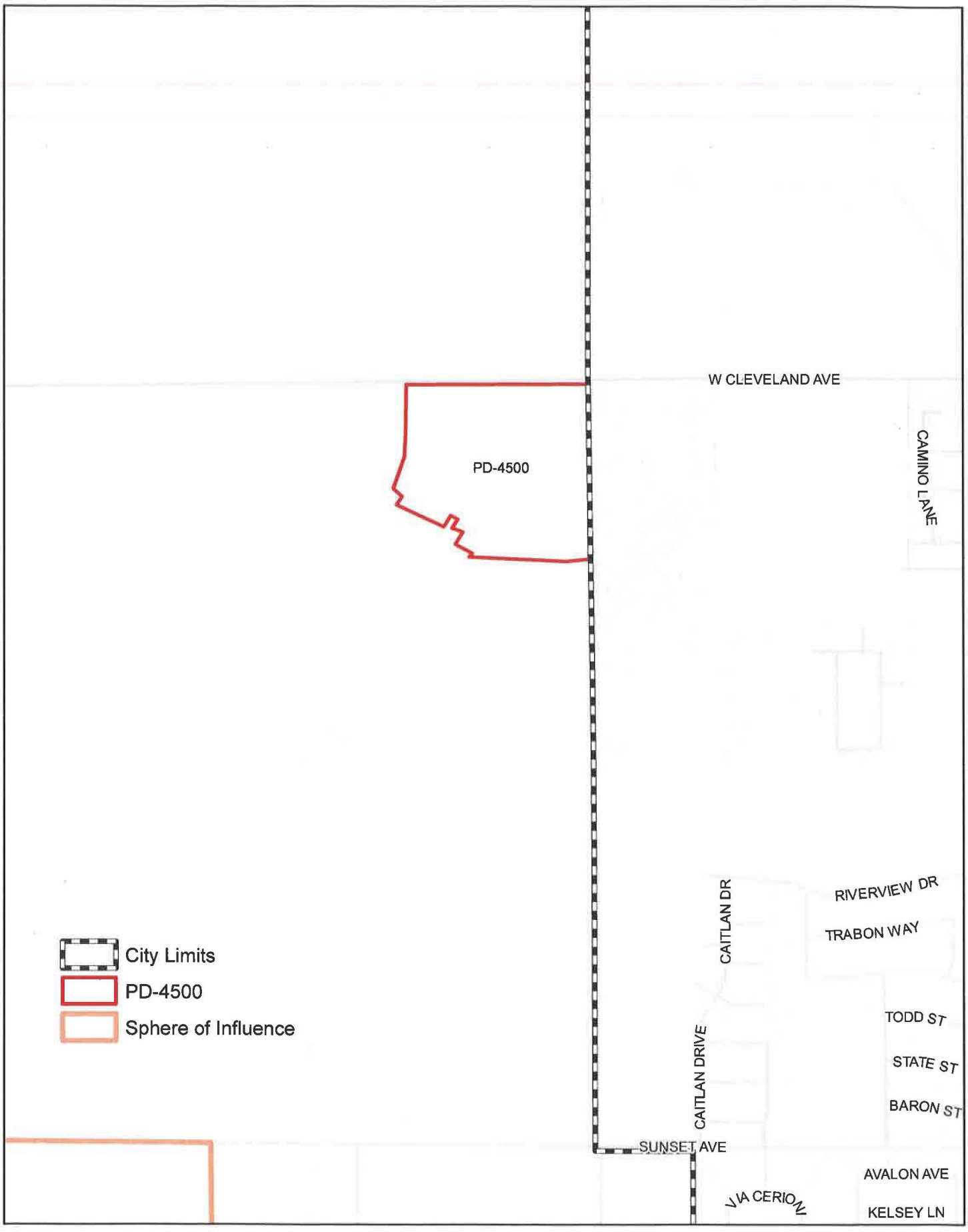


Exhibit "B"
Proposed Conditions of Approval

Notice to Applicant
Pursuant to Government Codes Section 66020(d)(1) and/or Section 66499.37, any protest related to the imposition of fees, dedications, reservations, or exactions for this project, or any proceedings undertakenregarding the City's actions taken or determinations made regarding the project, including but not limitedto validity of conditions of approval must occur within ninety (90) calendar days after the date of decision.This notice does not apply to those fees, dedications, reservations, or exactions which were previously imposed and duly noticed; or where no notice was previously required under the provisions of Government Code Section 66020(d)(1) in effect before January 1, 1997.

IMPORTANT: PLEASE READ CAREFULLY
This project is subject to a variety of discretionary conditions of approval. These include conditions based on adopted City plans and policies; those determined through plan review and environmental assessmentessential to mitigate adverse effects on the environment including the health, safety, and welfare of the community; and recommended conditions for development that are not essential to health, safety, and welfare, but would on the whole enhance the project and its relationship to the neighborhood and environment.

GENERAL CONDITIONS

1. Approval of this project shall be considered null and void in the event of failure by the applicant and/or the authorized representative, architect, engineer, or designer to disclose and delineate all facts and information relating to the subject property and the proposed prezone.
2. Approval of this project may become null and void in the event that the prezone is not completed in accordance with all the conditions and requirements imposed on this prezone actionand all City standards and specifications. This application is granted, and the conditions imposed, based upon the application submittal provided by the applicant, including any operational statement. The application is material to the issuance of this prezone. Unless the conditions of approval specifically require operation inconsistent with the application, new or revised applications are required if the operation is found to be out of conformance with the application. Failure to operate in accordance with the conditions and requirements imposed may result in revocation of the prezone or any other enforcement remedy available under the law. The City shall not assume responsibility for any deletions or omissions resulting from the prezone process or for additions or alterations not specifically submitted and reviewed and approved pursuant to this prezone review or subsequent amendments or revisions of the prezone action. These conditions are conditions imposed solely upon the subject site and are not conditions imposed on the City or any third party. Likewise, imposition of conditions to

ensure compliance with federal, state, or local laws and regulations does not preclude any other type of compliance enforcement.

3. These conditions are applicable to any person or entity making use of this prezone, and references to "developer" or "applicant" herein also include any applicant, property owner, owner, or any other person or entity making use of this prezone.
4. All conditions of approval shall be the sole financial responsibility of the applicant/owner, except where specifically noted in the conditions or mandated by statutes.
5. Project approval is conditioned upon acceptance of the conditions of approval contained herein, as evidenced by the applicant's signature on the Acknowledgement and Acceptance of Conditions of Approval within 30 days, as evidenced by the applicant's signature on the required acknowledgement form.
6. Prior to adoption of the ordinance completing the prezoning of the project site, the applicant shall provide the City with a legal description of the entire area proposed for annexation and a map prepared to the State Board of Equalization Standards for changes of jurisdictional boundaries.
7. All subsequent development within the project site shall be required to annex into a lighting and landscaping maintenance district which shall participate in the maintenance of landscaping and improvements in public right-of-ways or easements.

-END OF CONDITIONS-

Attachment 5

Initial Study/Mitigated Negative Declaration

Links Ranch Subdivision

Tentative Subdivision Map No. 2021-02, Annexation Application No. 2021-01, and Precise Plan Application No. 2021-04

Initial Study / Mitigated Negative Declaration

August 2021

Prepared for:

The City of MADERA

Planning Department
205 W. 4th Street
Madera, CA 93637

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Chapter 1 Introduction

Precision Civil Engineering, Inc. has prepared this Initial Study/Mitigated Negative Declaration (IS/MND) on behalf of City of Madera (City) to address the environmental effects of the proposed Links Ranch Subdivision (Project). This document has been prepared in accordance with the California Environmental Quality Act (CEQA), Public Resources Code Section 21000 et. seq. The City of Madera is the CEQA Lead Agency for this proposed Project. The site and the proposed Project are described in detail in Chapter 2 Project Description.

1.1 Regulatory Information

An Initial Study (IS) is a document prepared by a lead agency to determine whether a project may have a significant effect on the environment. In accordance with California Code of Regulations Title 14 (Chapter 3, Section 15000, *et seq*.)-- also known as the CEQA Guidelines-- Section 15064 (a)(1) states that an environmental impact report (EIR) must be prepared if there is substantial evidence in light of the whole record that the proposed Project under review may have a significant effect on the environment and should be further analyzed to determine mitigation measures or project alternatives that might avoid or reduce project impacts to less than significant levels. A negative declaration (ND) may be prepared instead if the lead agency finds that there is *no substantial* evidence in light of the whole record that the project may have a significant effect on the environment. An ND is a written statement describing the reasons why a proposed Project, not otherwise exempt from CEQA, would not have a significant effect on the environment and, therefore, why it would not require the preparation of an EIR (CEQA Guidelines Section 15371). According to CEQA Guidelines Section 15070, a ND or *mitigated* ND shall be prepared for a project subject to CEQA when either:

a. *The IS shows there is no substantial evidence, in light of the whole record before the agency, that the proposed Project may have a significant effect on the environment, or*
b. *The IS identified potentially significant effects, but:*
    1. *Revisions in the project plans or proposals made by or agreed to by the applicant before the proposed MND and IS is released for public review would avoid the effects or mitigate the effects to a point where clearly no significant effects would occur is prepared, and*
    2. *There is no substantial evidence, in light of the whole record before the agency, that the proposed Project as revised may have a significant effect on the environment.*

1.2 Document Format

This IS/MND contains five chapters plus appendices. Chapter 1 Introduction provides an overview of the proposed Project and the CEQA process. Chapter 2 Project Description provides a detailed description of proposed Project components. Chapter 3 Determination identifies the environmental factors potentially affected based on the analyses contained in this IS and includes with the Lead Agency's determination based upon those analyses. Chapter 4 Impact Analysis presents the CEQA checklist and environmental analyses for all impact areas and the mandatory findings of significance. A brief discussion of the reasons why the Project impact is anticipated to be potentially significant, less than significant with mitigation incorporated, less than significant or why no impacts are expected is included. Chapter 5 Mitigation Monitoring and Report Program presents the mitigation measures recommended in the IS/MND for the

Project. The CalEEMod Output Files and Cultural Resources Information are provided as Appendix A and Appendix B, respectively, at the end of this document.

Chapter 2 Project Description

2.1 Project Background

2.1.1 Project Title

Links Ranch, LLC: Links Ranch Subdivision (ANX 2021-01, 2021-02, PPL 2021-04)

2.1.2 Lead Agency Name and Address

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

2.1.3 Contact Person and Phone Number

Lead Agency Contact

John Thomason, Senior Planner
(559) 661-5400
jthomason@madera.gov

Applicant Information

Links Ranch, LLC
2900 Airport Drive
Madera, CA 93637

2.1.4 Study Prepared By

Precision Civil Engineering, Inc.
1234 O Street
Fresno, CA 93721

2.1.5 Project Location

The proposed Project is located in the western area of the city of Madera, California, approximately two (2) miles west of State Route 99 (SR 99) and approximately four (4) miles west of SR 145 (Figure 2-1). The Project site is composed of approximately 41 acres of property on the south side of Cleveland Avenue between Avenue 16 and Road 23 (Figure 2-2). The 41-acre Project site occupies a portion of Section 16 of Township 11 South, Range 17 East, Mount Diablo Base and Meridian.[1] The Project site is identified as a portion of Madera County Assessor's Parcel Number (APN) 033-180-003 (Figure 2-3).

2.1.6 Latitude and Longitude

The centroid of the Project area is 36.973154, -120.112807.

[1] United States, Department of Interior, Geological Survey, and State of California, Department of Water Resources. *Madera Quadrangle, California, 7.5 Minute Series (Topographic), Photo revised 1981.*

2.1.7 General Plan Designation

The Project site has a Madera General Plan land use designation of LD- Low Density Residential (Figure 2-5) with a small portion on the west side of the site designated for High Density (HD) Residential (approximately 1.36 acres, or 4.3% of the total Project site).

Although the HD Residential land use designation has a target density of 22.4 units to the acre, according to Policy LU-8 of the Madera General Plan, "*density averaging may be permitted as part of a comprehensively planned development* [in this case, a Planned Development] *in order to enhance a project's ability to provide a variety of housing types or to incorporate additional public amenities. The total number of dwelling units approved as part of the density averaging program must meet the target density, and must not exceed the maximum density requirements for the applicable land use designations.*" The LD – Low Density Residential land use designation allows for residential development at a density of 2.1 to 7 dwelling units per acre, with a Target Density of 5.25 dwelling units per acre. The HD – High Density Residential land use designation allows for residential development at a density of 15.1 to 50 dwelling units per acre, with a Target Density of 22.5 dwelling units per acre. Taking the acreage of land planned for LD and for HD results in an allowed density range of 83-277 units per acre. The 214 units proposed as part of the project is within the density range permitted by the Madera General Plan.

The LD – Low Density Residential land use designation represents the traditional single-family neighborhood with a majority of single-family detached homes. The Project proposes a 214-lot single-family neighborhood with a residential density of 5.3 dwelling units per acre, which is within the density range allowed by the land use designations, as noted above. Therefore, the Project is consistent with the existing planned land use designations.

2.1.8 Zoning

The Project site is within the ARE – Agricultural Rural Exclusive – 20 Acres Zone District (County of Madera) (Figure 2-4). Because the Project is outside of the city limits, it is subject to annexation into the city of Madera. City annexation requires a pre-zone to change the zone district to P-D (4500) which is consistent with the planned land use designation of LD – Low Density Residential. The P-D (4500) Zone District permits one unit for each 4,500 square feet (sf.) of site area. The Project proposes a 214-lot subdivision with a minimum lot size of 50-feet by 100-feet, or 5,000 sf. Therefore, the Project is consistent with the P-D (4500) Zone District. The proposed development standards for the P-D (4500) Zone District are provided in Table 2-1 Proposed Development Standards for P-D (4500).

Table 2-1 Proposed Development Standards for P-D (4500)

Development Standards	Existing Use
Density Range	2.1 – 7.0 du/ac
Minimum Lot Area	5,000 sf.
Minimum Corner Lot Area	5,500 sf.
Maximum Lot Coverage	55%
Minimum Landscape Area (Front Yard)	25%
Minimum Interior Lot Width	45 ft.
Minimum Exterior Lot Width	50 ft.
Minimum Lot Depth	80 ft.
Maximum Building Height	2 stories, 38 ft.
Minimum Curved Frontage	35 ft.

Minimum Yard Setbacks	
Front Setback – Porch, Balcony, Deck	10 ft.
Front Setback – Living Space	13 ft.
Front Setback – Front Entry Gate	20 ft.
Street Side Setback	10 ft. (or 15 ft. for Reverse Corner)
Interior Side Setback	5 ft.
Rear Setback – Patio Cover, Balcony Deck	5 ft.
Rear Setback – Living Space not adjacent to an arterial, collector, or local street	15 ft.
Rear Setback – Living Space adjacent to an arterial, collector, or local street	20 ft.

2.1.9 Description of Project

Project Description

The proposed Project includes a pre-zone/annexation (Annexation Application No. 2021-01), tentative tract map (Tentative Subdivision Map No. 2021-02), and planned development/precise plan (Precise Plan Application No. 2021-04) applications to facilitate a residential development in the City of Madera. The Project would allow for the construction of a residential subdivision that consists of 214 single-family lots (5.30 dwelling units per acre) to occupy approximately 40-acres of the total 307-acre parcel located on the south side of Cleveland Avenue between Avenue 16 and Road 23 in Madera, CA (portion of APN: 033-18-003) (Figure 2-7). The Project would require annexation of the site into the City of Madera.

The pre-zone application requests to change the zoning of the subject site from the Agricultural Rural Exclusive- 20-acres Zone District (County), to the P-D (4500) Zone District. The planned development application has been filed as required to establish this P-D Zone District. The precise plan proposes specific development standards, landscaping, and architectural character proposed as part of this planned development application. The proposed tract map would allow for the subdivision of the subject site into 214 single-family lots at 5.30 dwelling units per acre. The minimum proposed lot size is 50-feet by 100-feet or 5,000 sf. and the average lot area is approximately 5,460 sf.

The site is bounded to the north by Cleveland Avenue (Arterial) and to the east by Road 24 Alignment. The primary access points to the subdivision are proposed on Cleveland Avenue at N Street (future Local) and B Street (future Collector) at Alamosa Drive (future Local). This portion of Cleveland Avenue will be improved with curb and gutter, sidewalk, bicycle lanes/sharrows, landscaping, storm drains, and streetlights. Similar improvements are proposed for B Street. Landscape corridors are provided along Cleveland Avenue and B Street. These corridors will contain plant materials selected for their appropriateness to the project theme, climatic conditions, soil conditions, water requirements, and ongoing maintenance. Materials include but are not limited to Red Maple, Gingko, Crape Myrtle, Saratoga Laurel, Chinese Pistache, and Chinese Elm (Figure 2-8).

The Project is subject to provision of utilities and service systems. The Project will include installation of a 12-inch water main from the Road 24 Alignment east of the Project site. The 12-inch water main will be installed along Cleveland Avenue and B Street. A water well will be constructed off-site. Wastewater services will be provided for the Project site. Wastewater from the site will be conveyed to the existing City of Madera Wastewater Treatment Plant through the existing Westberry Trunkline. Further, it has been confirmed that the Melanie Meadows sewer lift station has the capacity to serve the Project. Future

residences will be served by the City's contracted waste hauler. Lastly, the Applicant proposes the construction of a temporary stormwater drainage basin to the north of the Project site, north of Cleveland Avenue, for stormwater drainage.

Required Actions

The City of Madera City Council would be requested to act on the adoption of the Mitigated Negative Declaration with appropriate findings, adoption of a Mitigation Monitoring and Reporting Program, and approval of the Tentative Subdivision Map, the Pre-Zone/Annexation Application, and Planned Development/Precise Plan Application. The City of Madera would also issue the following permits if and once the above actions are approved: grading permit, encroachment permit, sign permits, and building permits.

2.1.10 Site and Surrounding Land Uses and Setting

Project Setting

Historically, the Project site has been designated and operated as agricultural land. The existing site contains a single-family residential dwelling (1,395 sf.) and metal barn for agricultural equipment and related storage. These structures are located on the northeast corner of the site. There are no other improvements or structures on-site. Cleveland Avenue, a two-lane, east-west Arterial forms the northerly Project site boundary and Road 24 Alignment forms the easterly Project site boundary. No street frontage improvements are present (i.e., no curb, gutter, sidewalk, storm drains, or streetlights). The existing biotic conditions and resources of the Project site can be defined primarily as agricultural with a majority of the site containing almond orchards. Trees, shrubs, and ruderal and herbaceous vegetation surround the single-family residential dwelling. There are approximately 15 trees surrounding the residence; the trees surrounding the residence are not protected. As referenced in Table 2-2, the Project site is surrounded by agricultural land to the north, south, and west, the Fresno River to the south, and vacant land to the east. The properties to the north, south, east, and west are planned for residential uses.

Table 2-2 Existing Uses, General Plan Designations, and Zone Districts of Surrounding Properties

Direction from Project site	Existing Use	General Plan Designation	Zone District
North	Agriculture	VR – Village Reserve	ARE – Agricultural Rural Exclusive – 20 Acres (County of Madera)
East	Vacant, developing residential	LD – Low Density Residential	P-D (8000)
South	Agriculture	VR – Village Reserve	ARE – Agricultural Rural Exclusive – 40 Acres (County of Madera)
West	Agriculture	VR – Village Reserve	ARE – Agricultural Rural Exclusive – 20 Acres (County of Madera)

2.1.11 Other Public Agencies Whose Approval May Be Required

Other agencies may have the authority to issue permits prior to implementation of the project including, but not limited to, the San Joaquin Valley Air Pollution Control District (SJVAPCD), California Regional Water Quality Control Board, and the Madera County LAFCO. The Project is subject to the SJVAPCD District Rule 9510 (Indirect Source Review) because it will receive a project-level discretionary approval from a public agency and will exceed 50 single family dwelling units. The Project will also be subject to a SJVAPCD Authority to Construct Permit, and District Regulation VIII (Fugitive PM10 Prohibitions) which requires the approval of a Dust Control Plan prior to construction. The Project may also be subject to District Rule 2010 (Permits Required and Rule 2201 (New and Modified Stationary Source Review), Rule 4402 (Nuisance), Rule 4601 (Architectural Coatings) or to Rule 4641 (Cutback, Slow Cure, and Emulsified Asphalt, Paving and Maintenance Operations), as well as a Permit to Operate. The Regional Water Quality Control Board will review the Project for compliance and issue a Notice of Intent (NOI) to Comply with the National Pollutant Discharge Elimination System (NPDES) General Construction Permit, and Storm Water Pollution Prevention Plan (SWPPP). Lastly, the Madera County LAFCO must review and approve the annexation.

2.1.12 Consultation with California Native American Tribes

Public Resources Code Section 21080.3.1, *et seq. (codification of AB 52, 2013-14)*) requires that a lead agency, within 14 days of determining that it will undertake a project, must notify in writing any California Native American Tribe traditionally and culturally affiliated with the geographic area of the project if that Tribe has previously requested notification about projects in that geographic area. The notice must briefly describe the project and inquire whether the Tribe wishes to initiate request formal consultation. Tribes have 30 days from receipt of notification to request formal consultation. The lead agency then has 30 days to initiate the consultation, which then continues until the parties come to an agreement regarding necessary mitigation or agree that no mitigation is needed, or one or both parties determine that negotiation occurred in good faith, but no agreement will be made.

The City of Madera has not received written correspondence from any California Native American Tribe pursuant to Public Resources Code Section 21080.3.1 requesting notification of proposed Projects in the City of Madera.

Figure 2-1 Regional Location

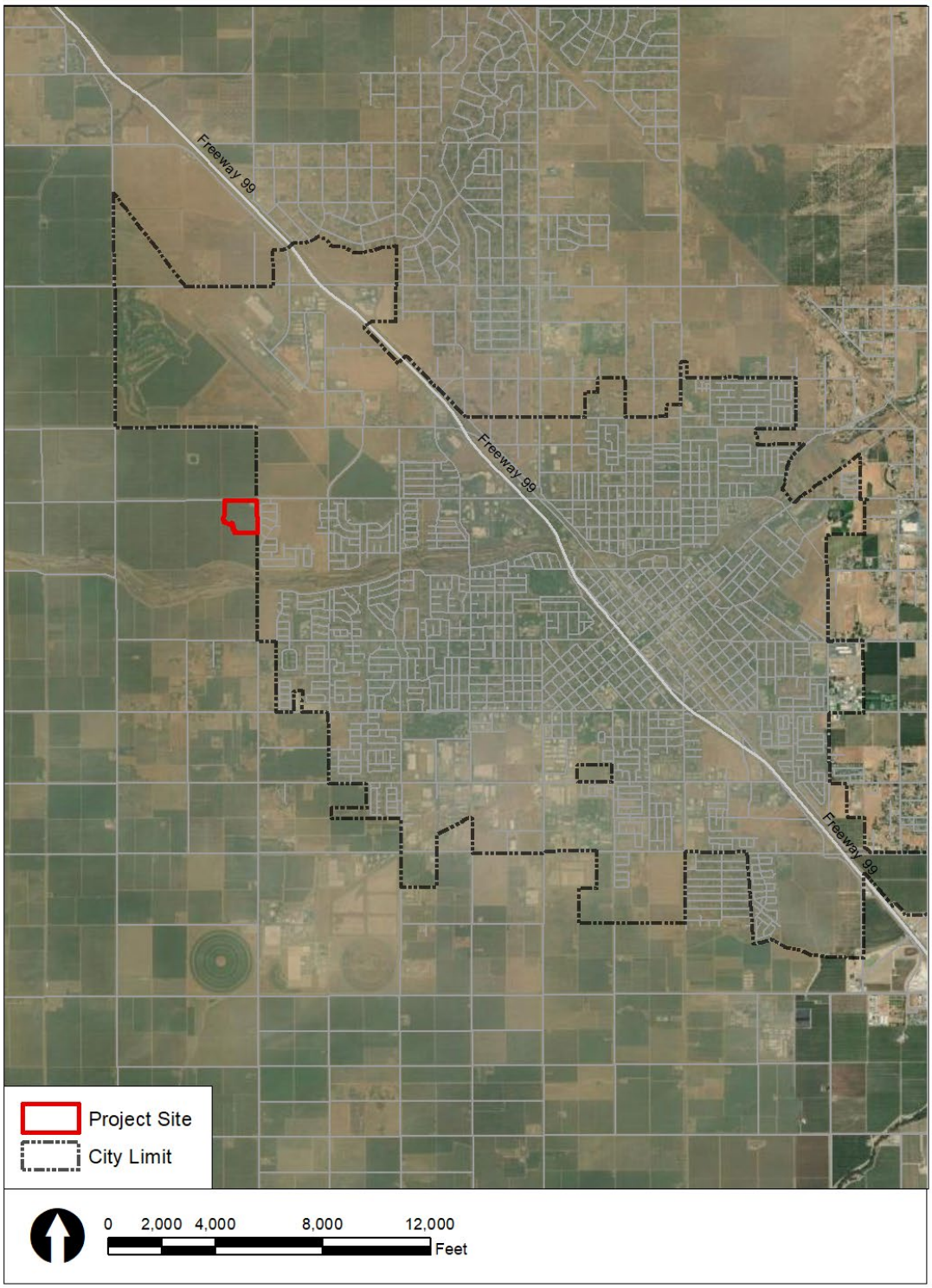


Figure 2-2 Project Vicinity

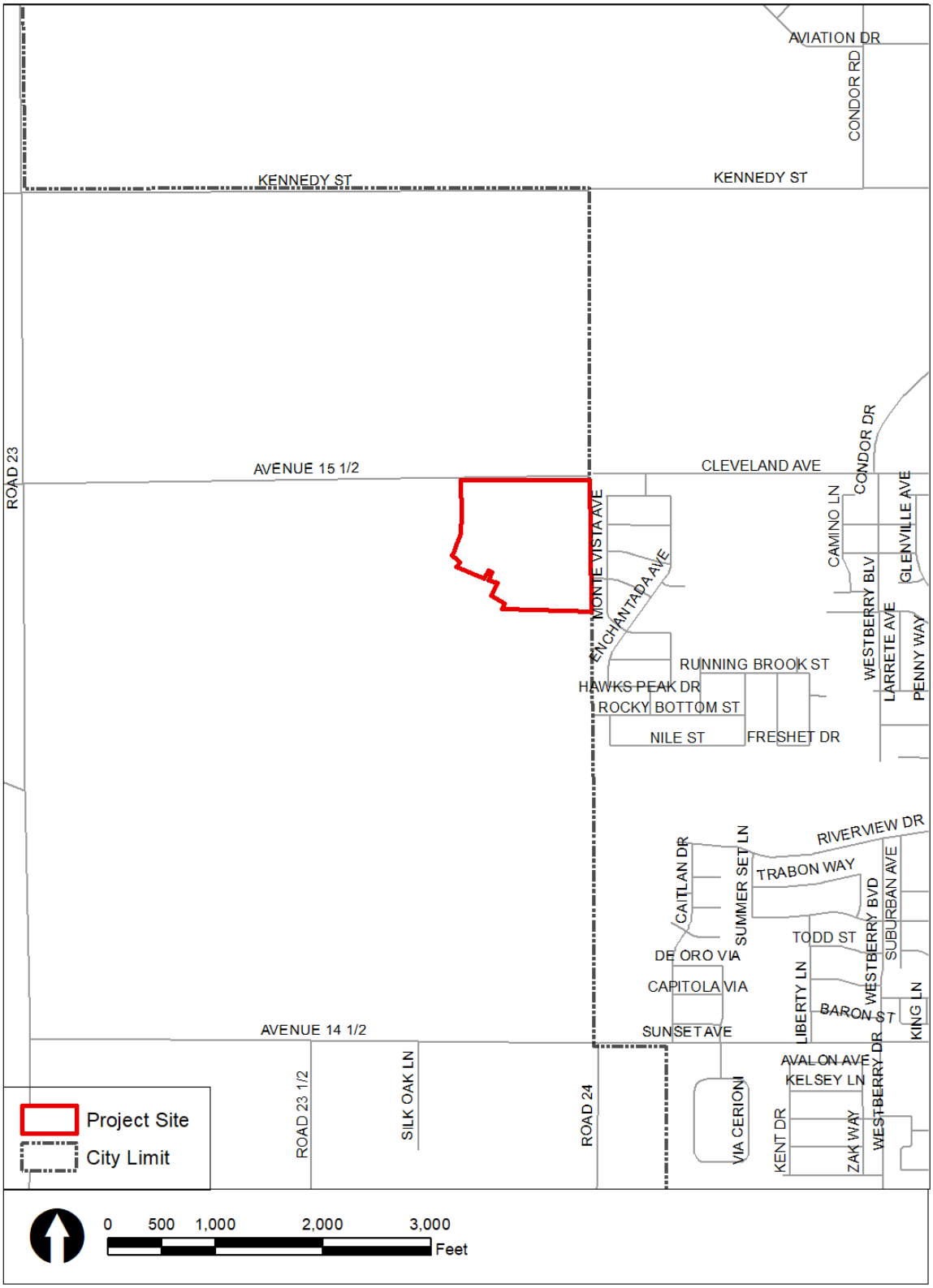


Figure 2-3 Accessor's Parcel Number (APN) Map

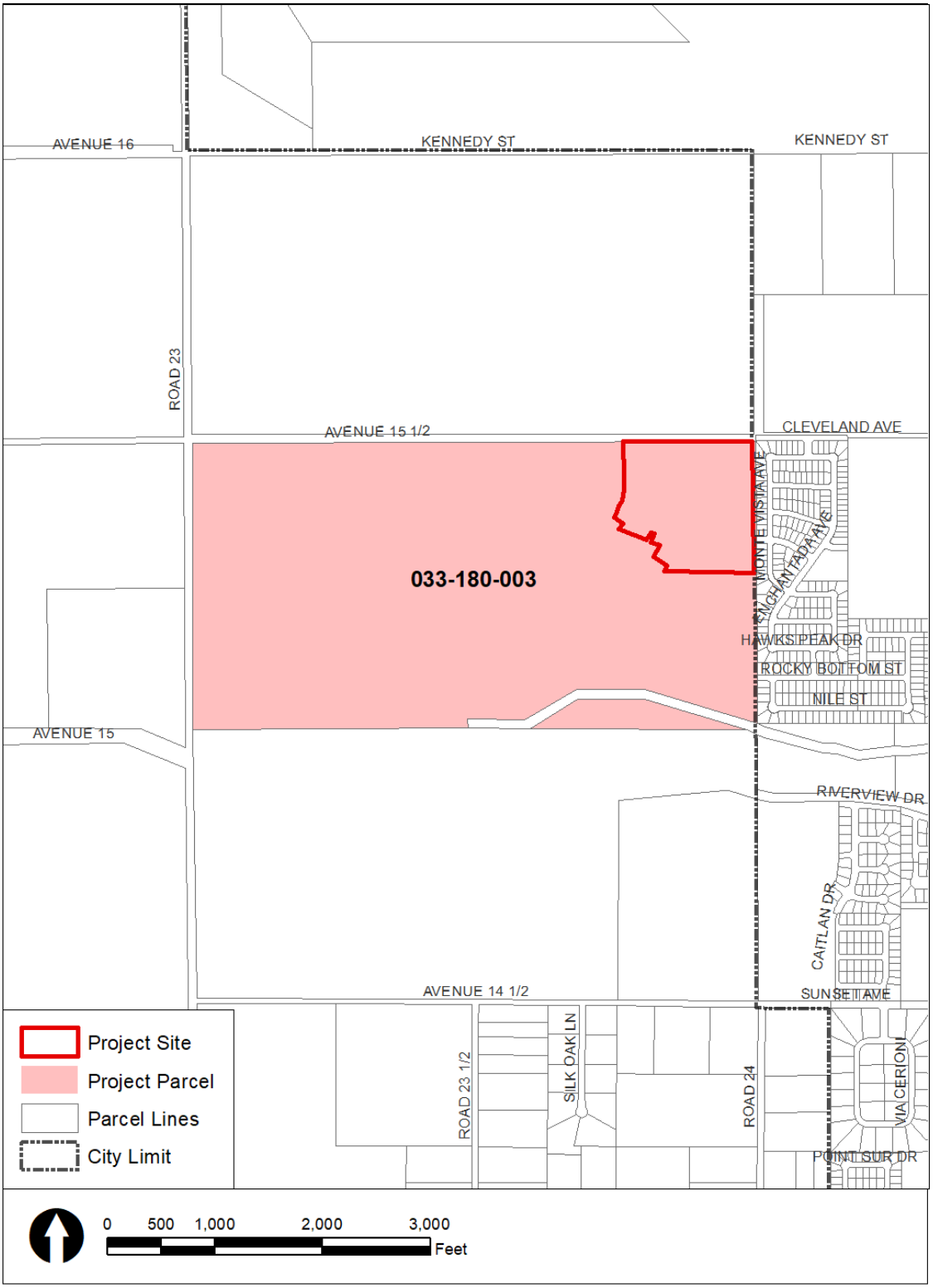


Figure 2-4 Madera County Zone District Map

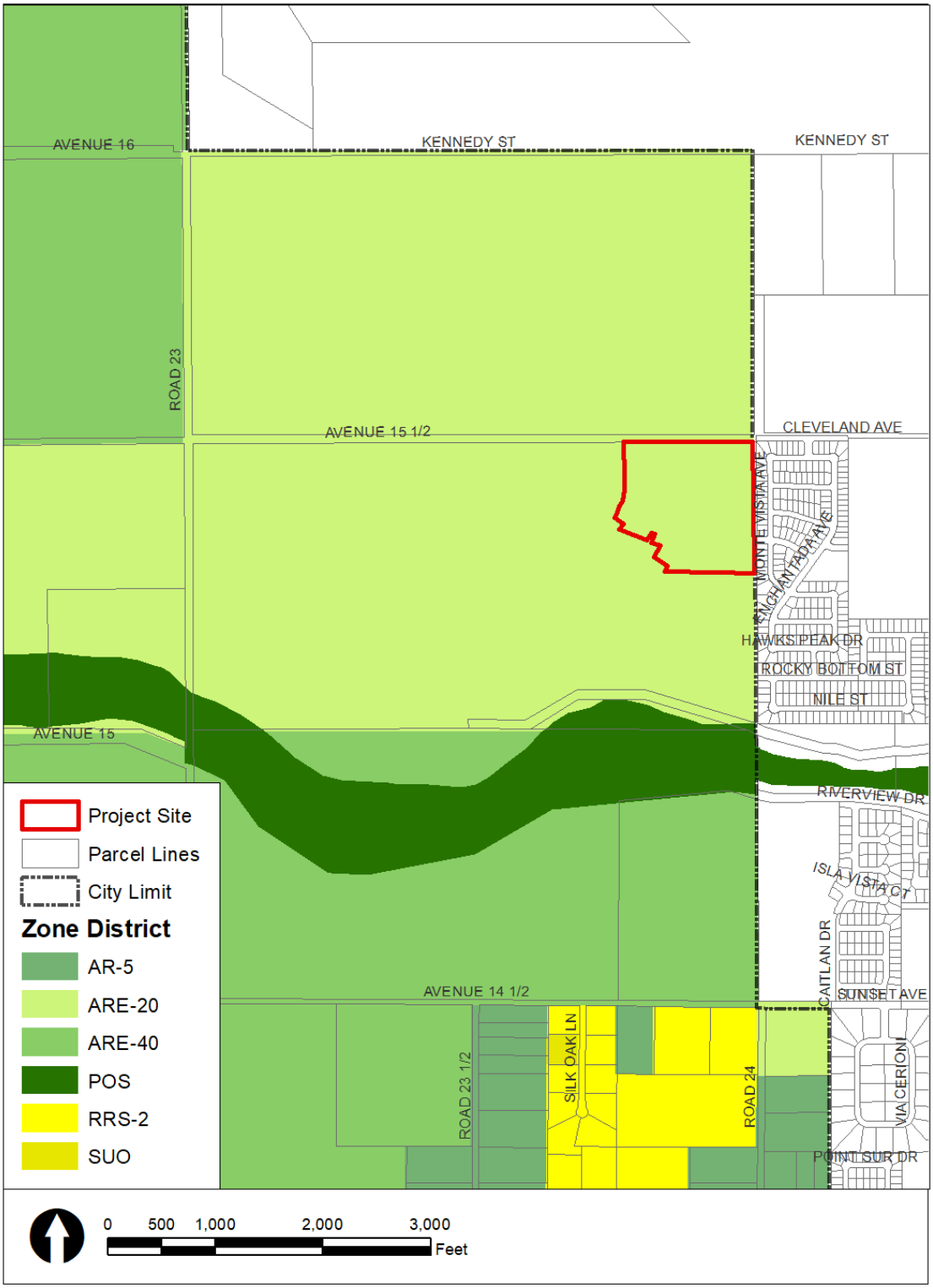


Figure 2-5 City of Madera General Plan Land Use Designation Map

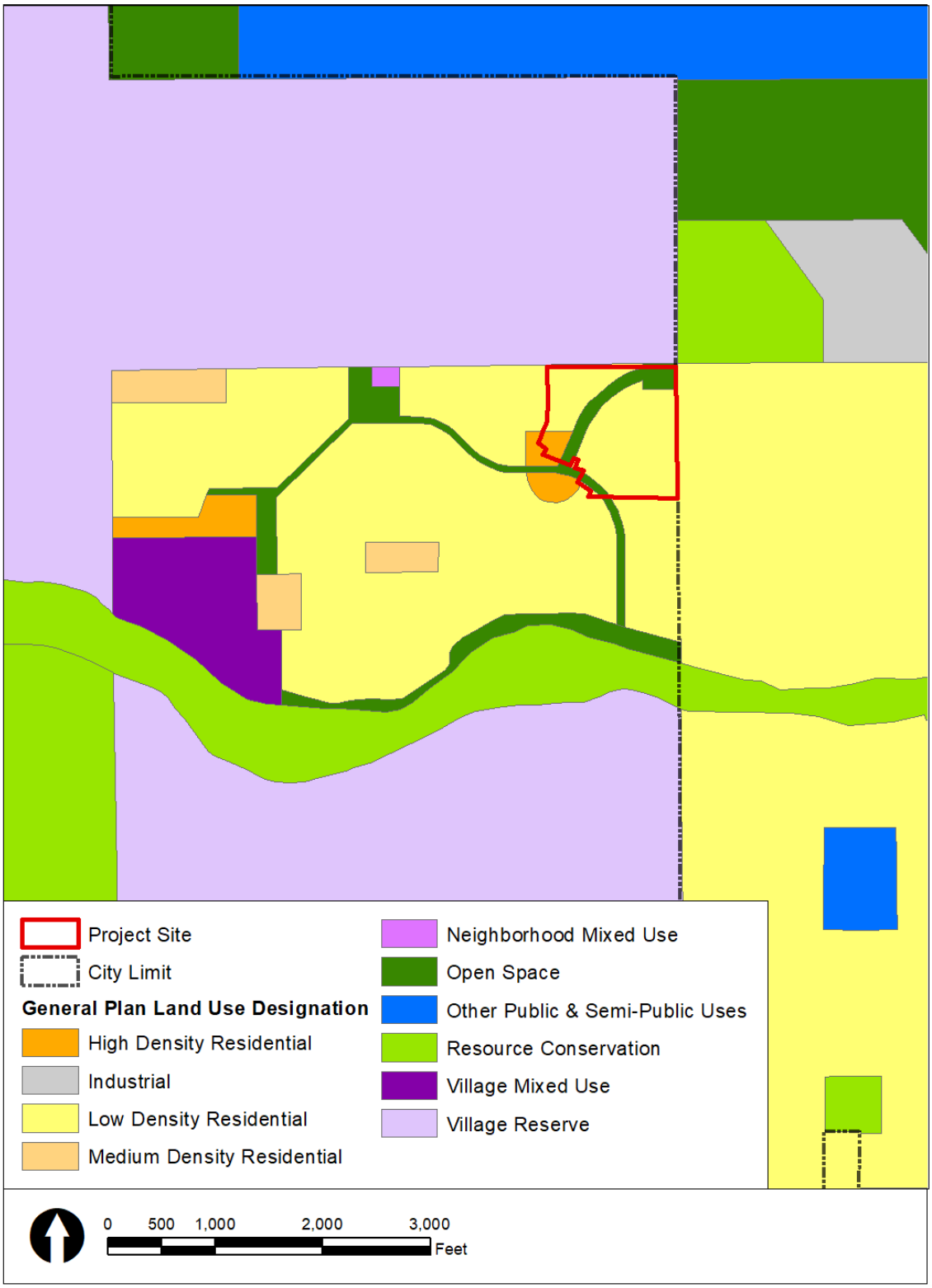


Figure 2-6 City of Madera Current Zone Districts

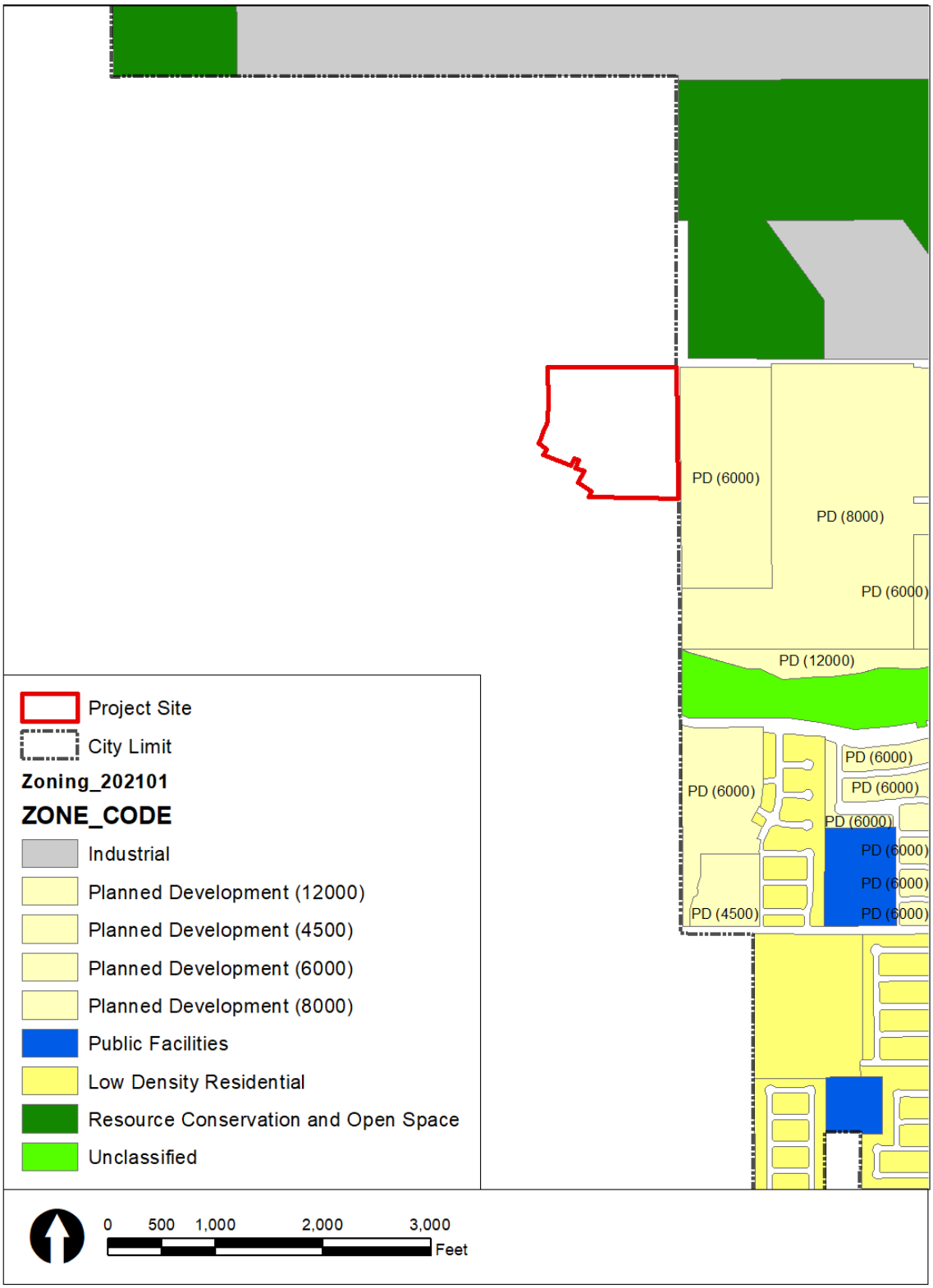
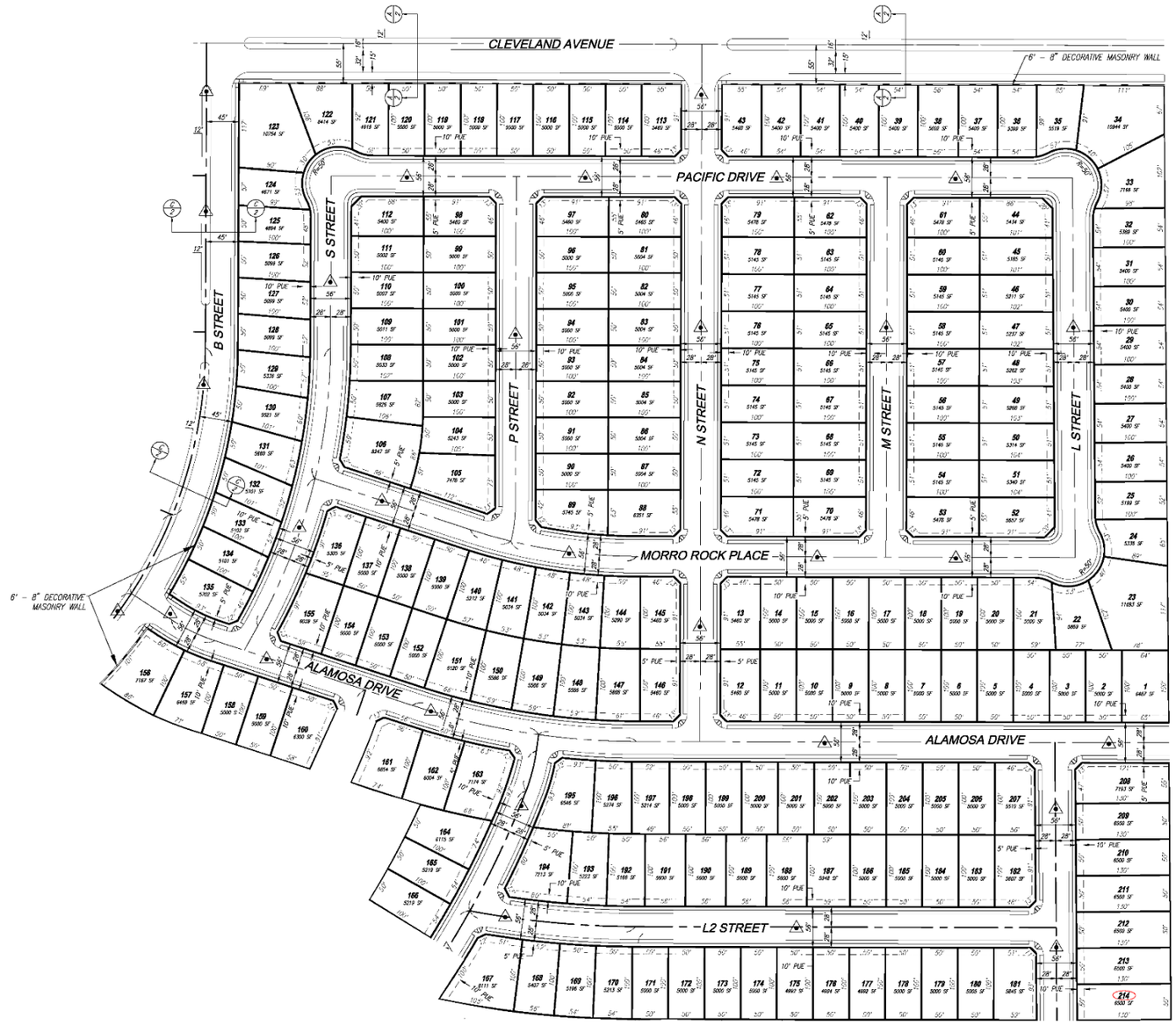
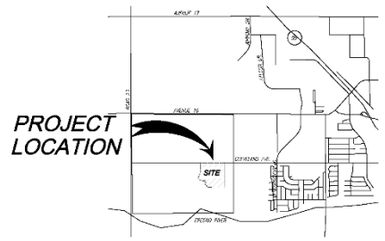


Figure 2-7 Tentative Tract Map for the Proposed Project

TENTATIVE TRACT MAP NO. 2021-##

IN THE CITY OF MADERA, COUNTY OF MADERA, CALIFORNIA
PREPARED ON JUNE 07, 2021
SHEET 1 OF 2





VICINITY MAP
NOT TO SCALE

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF MADERA, STATE CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

ALL OF SECTION 16, TOWNSHIP 11 SOUTH, RANGE 17 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM THAT PORTION CONTAINING 3.42 ACRES GRANTED TO THE UNITED STATE OF AMERICA FOR CANAL PURPOSES IN DEED RECORDED MARCH 21, 1961 IN VOL. 793 OF OFFICIAL RECORDS, PAGE 516, MADERA COUNTY RECORDS.

ALSO EXCEPTING THEREFROM THE NORTH 59 FEET OF THE SOUTH HALF; THE SOUTH 50 FEET OF THE NORTH HALF AND THE WEST 50 FEET OF SAID SECTION 16, AS GRANTED TO THE COUNTY OF MADERA IN DEED RECORDED JUNE 9, 1997, DOCUMENT NO. 9714585 MADERA COUNTY RECORDS.

APN : 033–180–003 (PORTION)

AREA : ±40.37 ACRES (MORE OR LESS)

LOT SIZE COUNT

50X100:	214
TOTAL:	214

SITE INFORMATION

GENERAL PLAN LAND USE DESIGNATION: LOW DENSITY RESIDENTIAL

EXISTING USE:	VACANT
EXISTING ZONING:	Agriculture Rural Exclusive –20 acres (county)
PROPOSED ZONING:	PD–4500
SITE ACREAGE:	GROSS: ±40.37 AC NET: ±38.04 AC
NUMBER OF LOTS:	214
AVERAGE LOT AREA:	±5,460.70 SQ. FT.
DENSITY:	±5.30 UNITS PER ACRE
ASSESSOR'S PARCEL NUMBER:	033–180–003 (PORTION)
FEMA FLOOD:	MAP NUMBER: 06039C1155E ZONE X – AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN
SITE LOCATION:	BOUNDED BY TO THE NORTH – CLEVELAND AVENUE TO THE SOUTH – AGRICULTURE TO THE EAST – ROAD 24 ALIGNMENT TO THE WEST – AGRICULTURE
OWNER:	LINKS RANCH LLC 2900 AIRPORT DRIVE MADERA, CA 93637

LEGEND

△	PUBLIC STREET EASEMENT NOW OFFERED FOR DEDICATION FOR PUBLIC USE.

NOTES

1. THERE ARE NO EXISTING STRUCTURES ONSITE.
2. ALL BUILDING SETBACKS SHALL BE IN ACCORDANCE WITH THE PROPOSED LINKS RANCH PRECISE PLAN.
3. ALL UTILITY SERVICES ARE PROPOSED TO BE PROVIDED BY THE FOLLOWING AGENCIES:

SANITARY SEWER	CITY OF MADERA
STORM DRAINAGE	CITY OF MADERA
DOMESTIC WATER	CITY OF MADERA
FIRE PROTECTION	CITY OF MADERA
ELECTRICITY	PG&E
GAS	PG&E
TELEPHONE	AT&T
CABLE	COMCAST
WASTE DISPOSAL	CITY OF MADERA

4. TRACT MAP PROVIDES FOR BUILDINGS WITH SOUTHERN EXPOSURE FOR NATURAL HEATING DURING THE WINTER MONTHS, WITH AMPLE SPACE FOR DECIDUOUS SHADE TREES FOR NATURAL COOLING DURING THE SUMMER MONTHS.
5. PROPOSED STREET IMPROVEMENTS SHALL BE INSTALLED IN CONFORMANCE WITH CITY OF MADERA STANDARDS EXCEPT AS PROVIDED BY THE LINKS RANCH PRECISE PLAN.
6. ALL PUBLIC UTILITIES (PG&E, TELEPHONE, CABLE, WATER AND SEWER) SHALL BE INSTALLED.
7. ALL IMPROVEMENTS PROPOSED (SEWER, WATER, STORM DRAIN, CURB, GUTTER, STREETLIGHTS, SIDEWALK, AND PERMANENT PAVEMENT) SHALL BE CONSTRUCTED TO CITY STANDARDS.
8. THIS TRACT IS NOT WITHIN 200 FEET OF ANY RAILROAD, FREEWAY OR EXPRESSWAY.
9. TRAFFIC–CALMING DEVICES TO BE PROVIDED AS REQUIRED BY THE CITY.
10. TEMPORARY BASIN TO SERVE THE PROJECT TO BE PROVIDED NORTH OF CLEVELAND AVENUE.

SECRETARY OF PLANNING COMMISSION DATE

SCALE 1" = 80'
0 40' 80' 160'

Figure 2-8 Conceptual Landscaping Exhibit

Landscaping Plan

Landscape corridors are provided along major streets including Cleveland Avenue and B Street (**Figure 4**). These corridors will contain landscaping, sidewalks, lighting, and public utilities. The plant materials shown in **Figure 4** have been selected for their appropriateness to the project theme, climatic conditions, soil conditions, water requirements, and ongoing maintenance. Plant material selections shall be reviewed and approved by the City during project review. Plant installation shall be provided per City standards. Final plant species and location will be determined as part of the improvement plan process with the final design utilizing this palette to create aesthetic, cohesive and complementary designs throughout the Project area.

Plant Materials

Botanical Name	***Common Name***
Acer rubrum var 'Autumn Blaze'	Red Maple
Gingko biloba 'Autumn Gold'	Gingko (male variety)
Lagerstroemia indica 'Pink'	Crape Myrtle
Laurus nobilis 'Saratoga'	Saratoga Laurel
Pistacia Chinensis 'Keith Davey'	Chinese Pistache (seedless)
Ulmus parvifolia 'Allee'	Chinese Elm

Figure 4. Conceptual Landscape Plan

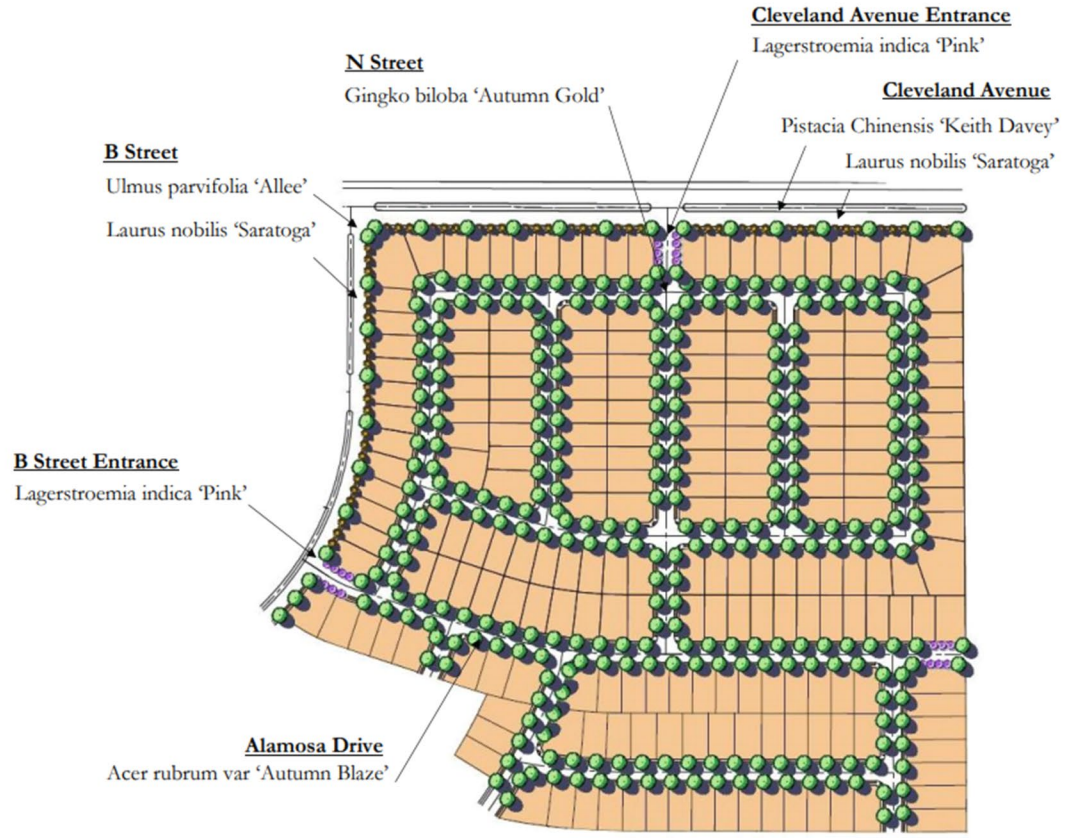


Figure 2-9 Project Design Guidelines

Architecture

The general design guidelines for the residential subdivision are as follows.

Building Siting and Orientation

1. Orient the front of the buildings toward the streets and open space, wherever feasible.
2. Buildings on corner lots should respond to adjacent streets and intersections appropriately, addressing the increased public visibility by wrapping architectural detailing and elements around the corner.

Building Form, Scale, and Massing

1. Form and massing should be established by the characteristics of the building's architectural style.
2. Building forms should be of simple geometry.
3. Long, uninterrupted expanses of building walls are discouraged.
4. Variation in scale, massing and details should be incorporated among nearby buildings.

Building Façades, Features and Details

1. All design features and details should complement the architectural style of the building.
2. All design elements should appear as an integrated part of an overall site design concept. Details should be integrated into the buildings and not simply applied as an afterthought.
3. Elements such as porches, balconies, bay windows, etc., should be used to break up the façade of multi-story buildings.
4. Front entries should be clearly visible and directly accessible from the street, where appropriate.
5. Architectural massing and articulation, landscaping and/or lighting should be used to highlight the location of the front entrances.
6. Porches and stoops may be used to highlight the front entries and provide a transition from the public street to the private dwelling. Porches should be a minimum of 4' deep to provide a usable and furnishable space.
7. Windows and doors should be detailed, sized and positioned appropriately in the context of the architectural style.
8. Windows on side elevations should be staggered, where possible, so as not to be positioned directly opposite the windows on the adjacent buildings.
9. Homes on corner lots should be designed for two-sided corner exposure with enhanced architectural elements.

Building Materials and Colors

1. To achieve the variety of architectural expressions, no single building material or color should predominate. Rather, a variety of harmonious materials and color should be used to create a rich tapestry of design elements.
2. Building materials should be compatible with the architectural style of the home. Permitted building materials include, but are not limited to, stucco, brick, stone, and wood-like siding/shingle.
3. Building materials should be high quality, durable and low maintenance.
4. Building color palettes should be authentic to the selected architectural styles of the homes.
5. Primary building colors should be neutral and muted in hue. Brighter and more saturated colors should be used as accent colors only or as part of a balanced, carefully executed color scheme.
6. Architectural details and trims, such as cornices and window/door trims, should be painted a subtly contrasting color to be distinguished from the wall surface.

Roofs

1. Roof forms and materials should reflect the selected architectural style of the building.
2. Roofs should be designed to appear harmoniously with one another in terms of form and color.
3. On larger roof surfaces, features such as parapets, overhanging eaves and variation in the slope of roof planes should be incorporated to add variety.

Example Porch



Example Window Shutters



Source: Precise Plan prepared for the Project

Chapter 3 Determination

3.1 Environmental Factors Potentially Affected

As indicated by the discussions of existing and baseline conditions, and impact analyses that follow in this Chapter, environmental factors not checked below would have no impacts or less than significant impacts resulting from the project. Environmental factors that are checked below would have potentially significant impacts resulting from the project. Mitigation measures are recommended for each of the potentially significant impacts that would reduce the impact to less than significant.

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

The analyses of environmental impacts in Chapter 4 Impact Analysis result in an impact statement, which shall have the following meanings.

Potentially Significant Impact. This category is applicable if there is substantial evidence that an effect may be significant, and no feasible mitigation measures can be identified to reduce impacts to a less than significant level. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.

Less than Significant with Mitigation Incorporated. This category applies where the incorporation of mitigation measures would reduce an effect from a "Potentially Significant Impact" to a "Less Than Significant Impact." The lead agency must describe the mitigation measure(s), and briefly explain how they would reduce the effect to a less than significant level (mitigation measures from earlier analyses may be cross-referenced).

Less Than Significant Impact. This category is identified when the proposed Project would result in impacts below the threshold of significance, and no mitigation measures are required.

No Impact. This category applies when a project would not create an impact in the specific environmental issue area. "No Impact" answers do not require a detailed explanation if they are adequately supported by the information sources cited by the lead agency, which show that the impact does not apply to the specific project (e.g., the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).

3.2 Determination

On the basis of this initial evaluation (to be completed by the Lead Agency):

☐ I find that the proposed Project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

☒ I find that although the proposed Project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.

☐ I find that the proposed Project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

☐ I find that the proposed Project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

☐ I find that although the proposed Project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed Project, nothing further is required.

_____ _____

Signature Date

_____

Gary Conte, AICP, Planning Manager

Chapter 4 Impact Analysis

4.1 Aesthetics

Except as provided in Public Resources Code Section 21099, would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Have a substantial adverse effect on a scenic vista?	☐	☐	☒	☐
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	☐	☐	☐	☒
c) In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?	☐	☐	☒	☐
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	☐	☐	☒	☐

4.1.1 Environmental Setting

The city of Madera is located within Madera County in the San Joaquin Valley in central California. The city's visual features predominately include urbanized land uses, agricultural land uses, rivers, creeks, and trees. The Project site is located in the western area of the city of Madera, situated on the south side of Cleveland Avenue between Avenue 16 and Road 23. The Project area (i.e., within ½-mile radius of the Project site) generally comprises agricultural lands that are designed for low density residential development by the Madera General Plan. Views of agricultural lands can be seen to the north, south, east, and west from the Project site. The Sierra Nevada mountains are visible to the east, but the views are somewhat obstructed by the expansive views of surrounding agricultural lands. Future planned development, including the proposed Project, will result in the installation of infrastructure such as roadways, streetlights, and ambient light sources typical of residential development.

4.1.2 Impact Assessment

a) Would the project have a substantial adverse effect on a scenic vista?

Less than Significant Impact. The Madera General Plan does not identify or designate any scenic vistas in the city of Madera. Many roads outside the Madera city limits pass through agricultural areas and provide views of the mountain ranges in the distance. Although not located within or adjacent to the Project site, State Route (SR) 99 and SR 145 are located in Madera and pass through agricultural and rural lands. In addition, the Fresno River is located to the south but is not visible from the Project site. Given the flat topography and limited long-distance viewshed available, scenic vistas and far-field views from public vantage within the Project site are currently obstructed by existing agricultural uses because agricultural uses are pervasive for extended distances in all directions. As such, scenic views of features including mountains are not significant. In addition, the Project site does not contain any specific visual features or historic resources; and there are no scenic highways in or near the Project site according to the General Plan. As such, the Project itself would not result in an adverse effect on a scenic vista, including any federal, state, or locally classified scenic vistas or areas, historic resources, or a scenic highway. Therefore, the Project would have a less than significant impact.

b) Would the project substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?

No Impact. According to the California State Scenic Highway System Map, the Project is not located near a State-designated scenic highway and therefore, the Project would not damage scenic resources within a state scenic highway.[2] No officially designated state scenic highways are located within the Project site, or the City of Madera. Portions of SR 49 and SR 41 are eligible, but those highway segments are located in the Sierra Nevada over 30 miles northeast of the Project site. As a result, the Project would not affect scenic resources within a state scenic highway and therefore would have no impact.

c) In non-urbanized areas, would the project substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?

Less than Significant Impact. Development of the Project site would result in the conversion of approximately 41-acre of agricultural land to suburban uses. This conversion would change the existing visual character or quality of public views of the site and its surroundings. However, the area just east of the site is experiencing similar conversion and is becoming urbanized. Thus, the proposed Project will not result in a substantial degradation of the visual character of the area as it will be consistent with uses in adjacent approved projects. In terms of public views, given the flat topography and limited long-distance viewshed available, scenic vistas and far-field views from public vantage within the Project site are currently obstructed by existing agricultural uses because agricultural uses are pervasive for extended distances in all directions. As such, scenic views of features including mountains are not significant. Further, the proposed use is consistent with the planned land use designation and is planned for urban growth and is

[2] Caltrans, California State Scenic Highway System Map. Accessed July 27, 2021, https://caltrans.maps.arcgis.com/apps/webappviewer/index.html?id=465dfd3d807c46cc8e8057116f1aacaa

subject to compliance with applicable zoning and other regulations governing scenic quality. In addition, architectural standards are proposed as part of the Precise Plan application which will further ensure the minimization of visual impact by upholding the visual character or quality of public views of the site and its surroundings. Therefore, the Project would have a less than significant impact on the visual character and scenic quality of the Project area.

d) Would the project create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?

Less than Significant Impact. Generally, lighting impacts are associated with artificial lighting in evening hours either through interior lighting from windows or exterior lighting (e.g., street lighting, parking lot lighting, landscape lighting, cars, and trucks). Development of the Project site would introduce new light sources including residential development and sources associated with increased traffic levels in the Project area. Such sources could create adverse effects on day or nighttime views in the area.

As mentioned above, the Project would introduce new light sources into the area, including temporary light and glare resulting from construction activities that could adversely affect day or nighttime views. Although construction activities are anticipated to occur primarily during daylight hours, it is possible that some activities could occur during dusk or early evening hours (pursuant to Madera Municipal Code Section 3-11.01, construction activities are allowed between 6:00 AM and 8:00 PM). Construction during these time periods could result in light and glare from construction vehicles or equipment. However, construction would occur primarily during daylight hours and would be temporary in nature. Once construction is completed, any light and glare from these activities would cease to occur.

The Project would be required to comply with the General Plan and Madera Municipal Code, which contain specific, enforceable requirements and/or restrictions intended to prevent light and glare impacts. In particular, compliance with Title 24 – Residential Lighting Design Guide would reduce impacts related to nighttime light. The lighting design guide covers outdoor spaces including regulations for mounted luminaires (i.e., high efficacy, motion sensor controlled, time clocks, energy management control systems, etc.). As such, conditions imposed on the Project by the City of Madera pursuant to Title 24 would reduce light and glare impacts to a less than significant impact.

4.2 Agriculture and Forestry Resources

Would the project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less than Significant Impact	No Impact
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	☐	☐	☒	☐
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	☐	☐	☒	☐
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?	☐	☐	☐	☒
d) Result in the loss of forest land or conversion of forest land to non-forest use?	☐	☐	☐	☒
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?	☐	☐	☒	☐

4.2.1 Environmental Setting

The Project site is within the ARE – Agricultural Rural Exclusive – 20 Acres Zone District (County of Madera). Historically, the Project site has been operated as agricultural land. A majority of the 41-acre site contains almond orchards, in addition to a single-family residential dwelling unit and metal barn for agricultural equipment and related storage on the northeast corner of the site. The Project site does not contain any forestry resources such as forest land or timberland. The site is not under a Williamson Act Contract.

According to the Farmland Monitoring and Mapping Program, California Important Farmland Finder, the Project site is located on land that is designated as "Prime Farmland" and "Farmland of Statewide Importance." Prime Farmland is farmland with the best combination of physical and chemical features able to sustain long term agricultural production. This land has the soil quality, growing season, and moisture

supply needed to produce sustained high yields. Farmland of Statewide Importance is farmland similar to Prime Farmland but with minor shortcomings, such as greater slopes or less ability to store soil moisture. Land must have been used for irrigated agricultural production at some time during the four years prior to the mapping date.

4.2.2 Impact Assessment

a) Would the project convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?

Less than Significant Impact. The Project site is currently used for agricultural operations and is designated as "Prime Farmland" and "Farmland of Statewide Importance" as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program. Thus, the proposed Project would result in the conversion of agricultural lands to a non-agricultural use (i.e., residential development). However, the site is within the Urban Growth Area in northwest Madera. The Urban Growth Area is planned for the development of urban uses, including residential development. This conversion of agricultural land to residential uses was evaluated under the Madera General Plan Update Environmental Impact Report (EIR). This EIR recognized that despite implementation of the objectives and policies of the General Plan, project and cumulative impacts on agricultural resources will remain significant. The City of Madera adopted Findings of Fact related to Significant and Unavoidable Effects as well as Statements of Overriding Considerations in order to certify the General Plan Updated Environmental Impact Report. Section 15093 of the California Environmental Quality Act requires the lead agency to balance the benefits of a proposed Project against its unavoidable environmental risks in determining whether to approve the project.

The adopted Statements of Overriding Considerations for the General Plan EIR addressed Findings of Significant Unavoidable Impacts within the categories/areas of Agricultural Resources; citing specific economic, legal, social, technological, or other considerations which were deemed and considered by the City Council to be benefits, which outweighed the unavoidable adverse environmental effects attributed to development occurring within the City of Madera Sphere of Influence (SOI), consistent with the land uses, densities, and intensities set forth in the Madera General Plan.

Furthermore, the Madera County LAFCO approved the expansion of the City of Madera's Sphere of Influence in October 2018. The expansion is consistent with Madera County General Plan Policy 5.A.5: "The County shall allow the conversion of existing agricultural land to urban uses only within designated urban and rural residential areas, new growth areas, and within city spheres of influence where designated for urban development on the General Plan *Land Use Diagram*." Because the Project is within a designated urban residential area and is within the City's sphere of influence, conversion of the agricultural land to a non-agricultural use is permitted pursuant to Policy 5.A.5.

Given the Project is within the City's Sphere of Influence, Urban Growth Area, and designated urban residential area, it can be concluded that the conversion of Prime Farmland and Farmland of Statewide Importance to a non-agricultural use would have a less than significant impact.

b) Would the project conflict with existing zoning for agricultural use, or a Williamson Act contract?

Less than Significant Impact. The Project site is currently zoned ARE – Agricultural Rural Exclusive – 20 Acres in the Madera County Zoning Ordinance and is used for agricultural operations; however, the site is not under a Williamson Act contract. The proposed residential use would conflict with the existing zoning for agricultural use. However, as previously discussed, the site is outside of city limits but is within a designated Urban Growth Area for future development of urban uses. Therefore, the site is subject to an annexation and a pre-zone/rezone to facilitate a use that is consistent with its planned land use designation. Specifically, the Project proposes the establishment of a P-D (4500) Zone District which is consistent with its LD – Low Density Residential planned land use designation. Furthermore, conversion of agricultural lands to urban uses (i.e., residential development) within the Urban Growth Area is consistent with the Madera County General Plan (see discussion under criteria 'a' above). Overall, development of the Project site is consistent with the intention of the Urban Growth Area and the pre-zone/rezone would bring the site into conformance with its planned land use designation. For these reasons, the Project would have a less than significant impact.

c) Would the project conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?

No Impact. The Project site does not contain forest land or timberland and it is not zoned for forestry or timberland uses. As a result, the Project would have no impact.

d) Would the project result in the loss of forest land or conversion of forest land to non-forest use?

No Impact. The Project site does not contain forest land or timberland and it is not zoned for forestry or timberland uses. As a result, the Project would have no impact.

e) Would the project involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?

Less than Significant Impact. The Project site is within the Urban Growth Area considered for northwest Madera. Properties within the Urban Growth Area are planned for future urban uses. The Project area primarily consists of agricultural lands that are planned for residential uses. Parcels to the north, south, and west of the Project site are within the county of Madera. These parcels are zoned for agricultural uses and are planned for residential development upon annexation into the city. The parcel to the east of the Project site is within the city of Madera, is zoned and planned for residential uses, and is currently undergoing development. The Project area (inclusive of the Project site) does not contain forest land or timberland.

The Project site is currently used for agricultural operations. The Project proposes a residential subdivision and therefore would result in the conversion of farmland to non-agricultural uses. Thus, it can be expected that the Project area will undergo changes in the existing environment, which due to their location or

nature would result in the conversion of farmland to non-agricultural use. However, because the Project area is within the Urban Growth Area, such changes have been anticipated and previously analyzed through the Madera General Plan, Madera County General Plan, and action by the Madera County LAFCO to expand the city's Sphere of Influence in 2018 (see discussion under criteria 'a' above). For these reasons, the Project would have a less than significant impact to the existing environment.

4.3 Air Quality

Where available, the significance criteria established by the applicable air quality management district or air pollution control district may be relied upon to make the following determinations. Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Conflict with or obstruct implementation of the applicable air quality plan?	☐	☐	☒	☐
b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?	☐	☐	☒	☐
c) Expose sensitive receptors to substantial pollutant concentrations?	☐	☐	☒	☐
d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?	☐	☐	☒	☐

4.3.1 Environmental Setting

The city of Madera lies within the central portion of the San Joaquin Valley Air Basin that is bounded by the Sierra Nevada Mountain range to the east, Coastal Ranges to the west, and Tehachapi mountains to the south. In general, there are four (4) major sources of air pollutant emissions in this Air Basin: motor vehicles, industrial plants, agricultural activities, and construction activities. The San Joaquin Valley Air Pollution Control District (SJVAPCD) oversees the San Joaquin Valley Air Basin.

4.3.2 Impact Assessment

Thresholds of Significance

To assist local jurisdictions in the evaluation of air quality impacts, the SJVAPCD has published the *Guide for Assessing and Mitigating Air Quality Impacts* (GAMAQI). This guidance document includes recommended thresholds of significance to be used for the evaluation of short-term construction, long-term operational, odor, toxic air contaminant, and cumulative air quality impacts. Accordingly, the SJVAPCD-recommended thresholds of significance are used to determine whether implementation of the proposed Project would result in a significant air quality impact. Projects that exceed these recommended thresholds would be considered to have a potentially significant impact to human health and welfare. The thresholds of significance are summarized, as follows:

Short-Term Emissions of Particulate Matter (PM10): Construction impacts associated with the proposed Project would be considered significant if the feasible control measures for construction in compliance with Regulation VIII as listed in the SJVAPCD guidelines are not incorporated or implemented, or if project-generated emissions would exceed 15 tons per year (TPY).

Short-Term Emissions of Ozone Precursors (ROG and NOX): Construction impacts associated with the proposed Project would be considered significant if the project generates emissions of Reactive Organic Gases (ROG) or NO_X that exceeds 10 TPY.

Long-Term Emissions of Particulate Matter (PM10): Operational impacts associated with the proposed Project would be considered significant if the project generates emissions of PM_{10} that exceed 15 TPY.

Long-Term Emissions of Ozone Precursors (ROG and NOX): Operational impacts associated with the proposed Project would be considered significant if the project generates emissions of ROG or NOX that exceeds 10 TPY.

Conflict with or Obstruct Implementation of Applicable Air Quality Plan: Due to the region's nonattainment status for ozone, $PM_{2.5}$, and PM_{10}, if the project-generated emissions of either of the ozone precursor pollutants (i.e., ROG and NO_x) or PM_{10} would exceed the SJVAPCD's significance thresholds, then the project would be considered to conflict with the attainment plans. In addition, if the project would result in a change in land use and corresponding increases in vehicle miles traveled, the project may result in an increase in vehicle miles traveled that is unaccounted for in regional emissions inventories contained in regional air quality control plans.

Local Mobile-Source CO Concentrations: Local mobile source impacts associated with the proposed Project would be considered significant if the project contributes to CO concentrations at receptor locations in excess of the CAAQS (i.e., 9.0 ppm for 8 hours or 20 ppm for 1 hour).

Exposure to toxic air contaminants (TAC) would be considered significant if the probability of contracting cancer for the Maximally Exposed Individual (i.e., maximum individual risk) would exceed 10 in 1 million or would result in a Hazard Index greater than 1.

Odor impacts associated with the proposed Project would be considered significant if the project has the potential to frequently expose members of the public to objectionable odors.

Short-term and long-term emissions associated with the Project were calculated using California Emissions Estimator Model (CalEEMod, Version 2016.3.2) based on available Project information. Modeling assumptions and output files are included in Appendix A.

a) Would the project conflict with or obstruct implementation of the applicable air quality plan?

Less than Significant Impact. CalEEMod was used to determine the potential emissions of regulated criterion pollutants for the Project. CalEEMod defaults were used with the exception of the construction phase; the construction phase timeline was updated with estimated dates. In addition, the following mitigation measures were selected for operations: increase density, improve walkability design, improve pedestrian network, provide traffic calming measures, use low VOC paint (interior/exterior), use of only natural gas hearths, and use of reclaimed water. Table 4-1 below shows the Project totals (in tons per year) in relation to the SJVAPCD adopted thresholds outlined in the GAMAQI. The results shown used default CalEEMod factors with the modification of demolition from the Construction factors, as major demolition is not required for the Project. As shown, the estimated Construction and Operational emissions of the Project are below all significant thresholds and the Project is therefore consistent with the GAMAQI. CalEEMod Output Files are presented in Appendix A.

Table 4-1 CO, NOx, ROG, PM10, PM2.5 Thresholds, Maximum

Emission Source (Tons Per Year)	ROG	NO_x	CO	SO_2	PM_{10}	$PM_{2.5}$
Construction						
Construction, Unmitigated (maximum)	3.6504	3.5526	2.9334	0.00603	0.7296	0.4374
Significance Threshold	10	10	100	27	15	15
Exceed Threshold?	No	No	No	No	No	No
Operational						
Operational, Mitigated	2.6519	6.0274	9.6872	0.0405	2.6610	0.7851
Significance Threshold	10	10	100	27	15	15
Exceed Threshold?	No	No	No	No	No	No

Source: CalEEMod, Version 2016.3.2, ran on July 29, 2021

Additionally, the proposed Project shall comply with all rules and regulations administered by the SJVAPCD including but not limited to Regulation VIII - Fugitive PM_{10} Prohibitions, Rules 8011-8081 which intend to minimize human-generated PM_{10} emissions (e.g., dust and dirt) and Indirect Source Review, Rule 9510 which intends to minimize NO_x and PM_{10} emissions through on-site mitigation or district-administered projects off-site. The Project design anticipates such requirements and incorporates the measures in regard to air quality impacts, as described above. Thus, any impacts related to construction activities of the Project would be regulated through SJVAPCD regulations and requirements.

Overall, the Project would not have potential emissions of regulated criterion pollutants that exceed the SJVAPCD adopted thresholds as outlined in the GAMAQI. In addition, the Project shall be conditioned to meet additional rules and regulations administered by the SJVAPCD to minimize and mitigate on-site emissions. Consequently, the Project would result in a less than significant impact.

b) Would the project result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?

Less than Significant Impact. The San Joaquin Valley Air Basin is in non-attainment for ozone, PM_{10}, and $PM_{2.5}$, which means that certain pollutants' exposure levels are often higher than the normal air quality requirements. The requirements have been set to protect public health, particularly the health of vulnerable populations. Therefore, if the concentration of those contaminants exceeds the norm, some susceptible individuals in the population are likely to experience health effects. Concentration of the pollutant in the air, the length of time exposed and the individual's reaction are factors that affect the extent and nature of the health effects. Although the construction and operations of the Project would not exceed the thresholds of significant for criteria pollutants as set by the GAMAQI (See Table 4-1), there are PM_{10}, and $PM_{2.5}$ emissions associated with the Project and the Project would thereby contribute to cumulative increases. However, the construction and operational emissions analysis shows that the Project is well below the substantial thresholds of the GAMAQI and thus the project is compliant with the applicable Air Quality Attainment Plan. Therefore, the Project would not result in significant cumulative health impacts because the emissions are not at a level that would be considered cumulatively significant. As such, the Project would have a less than significant impact.

c) Would the project expose sensitive receptors to substantial pollutant concentrations?

Less than Significant Impact. Sensitive receptors are defined as people that have an increased sensitivity to air pollution or environmental contaminants. Sensitive receptor locations include schools, parks and playgrounds, day care centers, nursing homes, hospitals, and residential dwelling unit(s). The nearest sensitive receptors to the Project site are single-family residential dwelling units located approximately 75-ft. to the east of the site. As stated under criteria a) and b) above, emissions during construction or operations would not reach the significance thresholds and are not anticipated to result in concentrations that reach or surpass ambient air quality requirements. In addition, the project proposes a residential development, which is not a use which results in excessive pollutant concentrations which could impact sensitive receptors. Therefore, the Project would have a less than significant impact on nearby sensitive receptors.

d) Would the project result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?

Less than Significant Impact. Specific land uses that are considered sources of undesirable odors include landfills, transfer stations, composting facilities, sewage treatment plants, wastewater pump stations, asphalt batch plants and rendering plants. The Project would not consist of such land uses; rather, the Project proposes a residential subdivision and thus is unlikely to produce odors that would be considered to adversely affect a substantial number of people. Further, there are no major odor-generating sources within the Project area. Although some odors would be emitted during construction of the site (i.e., through diesel fuel and exhaust from equipment), these odors would be temporary and last only during construction activities. For these reasons, the odor impacts associated with the Project would be less than significant.

4.4 Biological Resources

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	☐	☒	☐	☐
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	☐	☐	☐	☒
c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	☐	☐	☐	☒
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	☐	☐	☒	☐
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	☐	☐	☒	☐
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	☐	☐	☐	☒

4.4.1 Environmental Setting

According to the California Natural Diversity Database, seven (7) plant and animal special-status species have been found in the city of Madera in the past. The database also shows one (1) "natural community" that has also been found in the city of Madera. This Natural Community, Northern Hardpan Vernal Pool,

contains vernal pools (which fill seasonally during the rainy season) that could harbor sensitive plant and animal species (including fairy shrimps). These vernal pools are generally found in annual grasslands, grasslands where the soils include an impermeable clay-pan layer below the surface, conditions which are widely distributed in the eastern portion of the city.

Sensitive plants and animals that have been found in the city of Madera are listed below.

- Burrowing Owl.
- California Tiger Salamander.
- Blunt nosed leopard lizard.
- California linderiella ("fairy shrimp").
- Vernal pool fairy shrimp.
- Madera leptosiphon.
- Hairy orcutt grass.

Although most of the city of Madera has been changed from its natural condition by farming and urban uses, a few areas of natural habitat remain. These include:

- Annual grasslands.
- Riparian areas.
- Wetlands. In addition, according to state records, one type of "Natural Community" is found in the Planning Area.

The Project site is within a rural but urbanizing area of the city. The site is currently farmed with minor rural residential improvements, but includes no vegetative cover, non-agricultural related trees, or water features suitable for habitat by special-status species (Figure 4-1,Figure 4-2, Figure 4-3, Error! Reference source not found.). There are no wetlands, historic or current, present on the site as indicated by the U.S. Fish and Wildlife Service, National Wetlands Inventory.[3] Further, there are no natural habitats on the Project site. Wildlife use of the Project site and area is relatively low due to the lack of natural habitats and the dominance of monotypic orchard trees across most of the landscape. However, varieties of species are known to occur in agricultural areas.

A Biological Resources Evaluation (BRE) was conducted in November 2018 by LSA for a larger project area (i.e., Biological Study Area), inclusive of the Project site. The BRE is a combination of findings from visual observation and research. Based on the BRE conducted, common wildlife species observed or that could occur in the area include, but are not limited to, California ground squirrels (Otospermophilus beecheyi), coyote (Canis latrans), American crow (Corvus brachyrhynchos), western meadowlark (Sturnella neglecta), Brewer's blackbird (Euphagus cyanocephalus), northern mockingbird (Mimus polyglottos), mourning dove (Zenaida macroura), and red-tailed hawk (Buteo jamaicensis). The BRE also indicated the potentially suitable nesting and foraging habitat of the western burrowing owl to be present on the northeastern corner of the Project site (Figure 4-5). None of the visually inspected burrows within the area exhibited signs of burrowing owl occupancy, however, a full coverage survey was not possible during the reconnaissance windshield survey.

[3]U.S. Fish & Wildlife Service. National Wetlands Inventory. Accessed July 27, 2021, https://www.fws.gov/wetlands/data/Mapper.html

Figure 4-1 View of Project site from Cleveland Avenue facing South



Source: Google Maps, image captured September 2015

Figure 4-2 View of Project site from Cleveland Avenue facing Southeast



Source: Google Maps, image captured September 2015

Figure 4-3 View of Project site from Cleveland Avenue facing Southeast



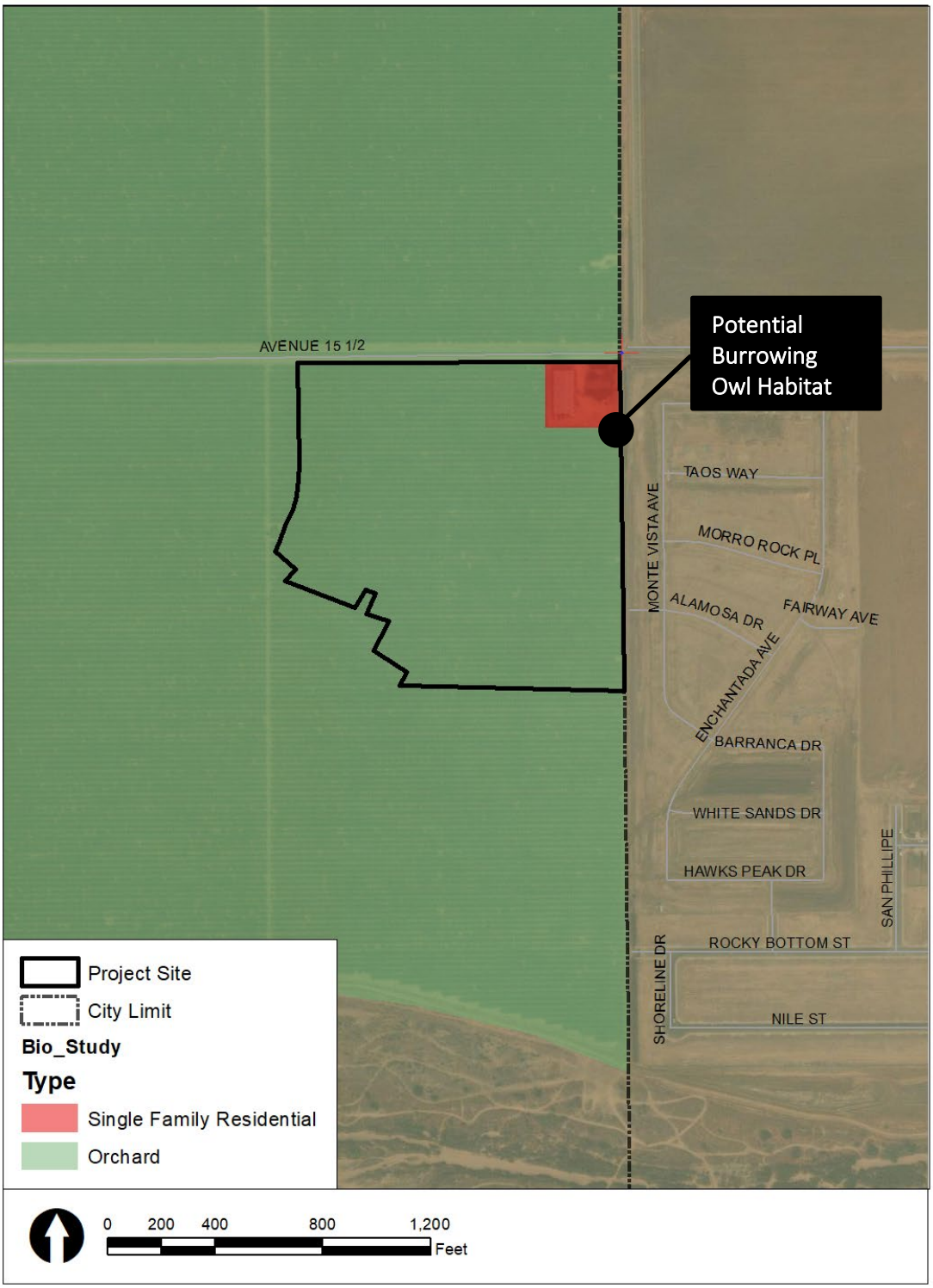
Source: Precision Civil Engineering, image captured August 2021

Figure 4-4 View of Project site from Cleveland Avenue facing Southwest



Source: Precision Civil Engineering, image captured August 2021

Figure 4-5 Potential Burrowing Owl Habitat



Source: Biological Resources Evaluation conducted by LSA in November 2018

4.4.2 Impact Assessment

a) Would the project have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?

Less than Significant Impact with Mitigation. No State or federally listed or proposed plant species occur in the project area; therefore, no special-status plants would be affected by the project. However, the Project has the potential to affect a special-status wildlife species. Particularly, implementation of the Project would result in potential impacts to suitable western burrowing oil habitat as a result of construction because permanent changes to barren areas (disked/plowed fallow fields) would occur. Though there is a low potential for burrowing owl to occur in the project area, implementation of the proposed Project could directly affect burrowing owls if this species is present on the site when construction activities begin. Therefore, implementation of Mitigation Measure BIO-1.1 would reduce any impacts to less than significant.

> *Mitigation Measure BIO-1.1.* Prior to the issuance of grading permits, the following measures shall be implemented to reduce potential impacts to western burrowing owls:
>
> 1. Preconstruction surveys for western burrowing owls shall be conducted by a qualified biologist in accordance with the California Department of Fish and Wildlife (CDFW) 2012 Staff Report on Burrowing Owl Mitigation, or the most current guidelines.
>
> 2. If burrowing owls are identified during the preconstruction survey, avoidance of occupied burrows during the breeding season shall be implemented or passive exclusion, per CDFW's 2012 Staff Report on Burrowing Owl Mitigation, or the most current guidelines (installing one-way doors in burrow openings during the non-breeding season to temporarily exclude burrowing owls, or permanently exclude burrowing owls and close burrows after verifying burrows are empty by site monitoring and scoping) shall be implemented.

b) Would the project have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?

No Impact. According to the Madera General Plan and the U.S. Fish and Wildlife Service, National Wetlands Inventory, there are no known riparian habitats or other sensitive natural communities (defined as vegetation alliances) identified within the immediate vicinity of the Project. In addition, the Project site does not contain any water features that would provide habitat for riparian or other sensitive natural communities. Additionally, the Project site has been previously disturbed over time as it is used for agricultural operations and contains a single-family residential dwelling. For these reasons, the Project would not have a substantial adverse effect on any riparian habitat or other sensitive natural community. Therefore, the Project would have no impact.

c) Would the project have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?

No Impact. A search of the National Wetlands Inventory shows no federally protected wetlands (including but not limited to marsh, vernal pool, coastal, etc.) on the Project site or within the broader Project area.[4] Further, no water features exist on site. Therefore, the Project would have no impact on state or federally protected wetlands.

d) Would the project interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?

Less than Significant Impact. Wildlife movement corridors are linear habitats that function to connect two or more areas of significant wildlife habitat. These corridors may function on a local level as links between small habitat patches (e.g., streams in urban settings) or may provide critical connections between regionally significant habitats (e.g., deer movement corridors). Wildlife corridors typically include vegetation and topography that facilitate the movements of wild animals from one area of suitable habitat to another, in order to fulfill foraging, breeding, and territorial needs. These corridors often provide cover and protection from predators that may be lacking in surrounding habitats. Wildlife corridors generally include riparian zones and similar linear expanses of contiguous habitat.

There is no evidence that the plant communities present in the area support a wildlife movement corridor or wildlife nursery site. The Project Area is heavily impacted by human activity (ongoing agriculture, vehicular traffic, etc.) so overall use by wildlife is likely low. Additionally, the Fresno River is located south of the Project Area, approximately 0.30-miles south of the Project site and provides a potentially suitable migration corridor. Therefore, the proposed Project would not impact a wildlife corridor or wildlife nursery site. Construction of the proposed Project could result in impacts to local wildlife movement, but these potential impacts would be minor and insignificant. As a result, a less than significant impact would occur.

e) Would the project conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?

Less than Significant Impact. The Madera General Plan Conservation Element outlines policies related to conservation of biological resources. Due to the lack of any identified special-status species or habitat for special-status species on the Project site or within the Project area, the Project would not conflict with any local policies or ordinances protecting biological resources including:

Conservation Policy CON-23: The City shall seek to conserve and improve native wildlife and plant habitat in cooperation with governmental agencies, private associations, and individuals in Madera.

Conservation Policy CON-24: Residential, commercial, industrial, and recreational projects shall avoid impacts to native wildlife and plant habitat to the extent feasible.

[4] USGS, "National Wetlands Inventory." Accessed July 27, 2021, https://fwsprimary.wim.usgs.gov/wetlands/apps/wetlands-mapper/

Conservation Policy CON-25: The City encourages the preservation of habitat areas needed for the ongoing viability of native species, and habitat connectivity through the use of conservation easements or other methods.

Conservation Policy CON-26: To offset possible additional losses of native wildlife and plant habitat due to development projects, developers shall be responsible for mitigation. Such mitigation measures may include providing and permanently maintaining similar quality and quantity of replacement habitat, enhancing existing habitat areas, or paying in-lieu funds to an approved wildlife habitat improvement and acquisition fund. Replacement habitat may occur either on site or at approved offsite locations, but preference shall be given to on-site replacement.

Conservation Policy CON-27: The City supports the revitalization of the Fresno River as an amenity which can be enjoyed by both visitors and residents of Madera and serve as a source of civic pride, while continuing to provide for plant and wildlife habitat opportunities.

However, in the case that western burrowing owls are observed on site, Mitigation Measure BIO-1.1 would mitigate any potential impacts to less than significant. Therefore, the Project would have a less than significant impact.

f) Would the project conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?

No Impact. The Project site is not subject to an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan. Therefore, construction of the proposed Project would not conflict with the provisions of any adopted habitat conservation plans and no impact would occur.

4.5 Cultural Resources

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Cause a substantial adverse change in the significance of a historical resource pursuant to in §15064.5?	☐	☐	☐	☒
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	☐	☐	☒	☐
c) Disturb any human remains, including those interred outside of dedicated cemeteries?	☐	☐	☒	☐

4.5.1 Environmental Setting

Generally, the term 'cultural resources' describes property types such as prehistoric and historical archaeological sites, buildings, bridges, roadways, and tribal cultural resources. As defined by CEQA, historical resources include sites, structures, objects, or districts that may have historical, prehistoric, architectural, archaeological, cultural, or scientific importance. Such resources are eligible for listing in the California Register of Historic Resources by the State Historical Resources Commission. According to the Madera General Plan, there are approximately 54 historic buildings/structures and sites in the city. Places of contemporary historical significance include the Madera County Courthouse, Luther Burbank School, and Dixie Motel. There are also many paleontological resources that have been discovered at the Fairmead landfill (approximately 18-miles northwest of the city). In addition, it is likely that archaeological and cultural resources exist along waterways.

In recent history, the Project site has been designated and operated as agricultural land. The existing site contains a single-family residential dwelling (1,395 sf.) and metal barn for agricultural equipment and related storage. These structures are located on the northeast corner of the site. A north-south/east-west Pacific Gas and Electric Company (PG&E) easement bounds the Project site. There are no other improvements or structures on-site. Cleveland Avenue, a two-lane, east-west Arterial forms the northerly Project site boundary and Road 24 Alignment forms the easterly Project site boundary.

The existing biotic conditions and resources of the Project site can be defined primarily as agricultural with a majority of the site containing almond orchards. Trees, shrubs, and ruderal and herbaceous vegetation surround the single-family residential dwelling. There are approximately 15 trees surrounded the residence. The Project site is surrounded by agricultural land to the north, south, and west, the Fresno River to the south, and vacant land to the east. The properties to the north, south, east, and west are planned for residential uses. Agricultural activities have significantly altered the Project site and surrounding properties.

Record Search

The Southern San Joaquin Valley Information Center (SJVIC) conducted a California Historical Resources Information System (CHRIS) Record Search for the Project site and surrounding area (0.25-mile radius) on August 3, 2021 (SJVIC File Number 21-286). The search results do not show any formally recorded prehistoric or historic archeological resources or historic buildings within the Project area or within the immediate vicinity of the Project area. In addition, no resources that are known to have value to local cultural groups have been formally reported to the SJVIC. The SJVIC Correspondence is provided in Appendix B.

4.5.2 Impact Assessment

a) Would the project cause a substantial adverse change in the significance of a historical resource pursuant to in §15064.5?

No Impact. In recent history, the Project site has been designated and operated as agricultural land and contains a single-family residential dwelling and metal barn for agricultural equipment and related storage. According to the CHRIS Record Search conducted by SJVIC on August 3, 2021, there are no local, state, or federal designated historical resources on the Project site or within the Project area. Further, the Project site has been highly disturbed as it has been used for agricultural operations. As such, the Project would not cause a change to a historical resource pursuant to Section 15064.5 and therefore, the Project would have no impact.

b) Would the project cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?

Less than Significant Impact. Based on the records search and site visit conducted on August 3, 2021, there is no evidence that cultural resources of any type (including historical, archaeological, paleontological, or unique geologic features) exist on the Project site. Nevertheless, there is some possibility that a non-visible, buried site may exist and may be uncovered during ground disturbing construction activities which would constitute a significant impact. Madera General Plan Action Item HC-9.2 imposes the following condition on all discretionary projects which may cause ground disturbance pursuant to Public Resources Code Section 21082.2: "The Planning Department shall be notified immediately if any prehistoric, archaeologic, or fossil artifact or resource is uncovered during construction. All construction must stop and an archaeologist that meets the Secretary of the Interior's Professional Qualifications Standards in prehistoric or historical archaeology shall be retained to evaluate the finds and recommend appropriate action." Thus, if such resources were discovered, implementation of the required condition would reduce the impact to less than significant.

c) Would the project disturb any human remains, including those interred outside of dedicated cemeteries?

Less than Significant Impact. Based on the records search and site visit conducted on August 3, 2021, there is no evidence that human remains exist on the Project site. Nevertheless, there is some possibility that a non-visible buried site may exist and may be uncovered during ground disturbing construction activities which would constitute a significant impact. Madera General Plan Action Item HC-9.2 imposes the following condition on all discretionary projects which may cause ground disturbance pursuant to California Code of Regulations Section 15064.5(e), Public Resources Code Section 5097.98, and California Health and Safety Code Section 7050.5: "All construction must stop if any human remains are uncovered, and the County Coroner must be notified according to Section 7050.5 of California's Health and Safety Code. If the remains

are determined to be Native American, the procedures outlined in CEQA Section 15064.5 (d) and (e) shall be followed." Thus, if such resources were discovered, implementation of the required condition would reduce the impact to less than significant.

4.6 Energy

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?	☐	☐	☒	☐
b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?	☐	☐	☒	☐

4.6.1 Environmental Setting

Appendix F – Energy Conservation of the CEQA Guidelines requires consideration of energy implications in project decisions, including a discussion of the potential energy impacts with emphasis on avoiding or reducing inefficient, wasteful, and unnecessary consumption of energy resources (Public Resources Code Section 21100(b)(3)). Per Appendix F, a project would be considered inefficient, wasteful, and unnecessary if it violated existing energy standards, had a negative effect on local and regional energy supplies and requirements for additional capacity, had a negative effect on peak and base period demands for electricity and other energy forms, and effected energy resources.

The California Energy Commission updates the Building Energy Efficiency Standards (Title 24, Parts 6 – Energy Code, and Part 11 – Green Building Standards Code (CALGreen); Title 20 – Appliance Efficiency Standards Code) every three years as part of the California Code of Regulations. The standards apply for new construction of, and additions and alterations to, residential and nonresidential buildings and relate to various energy efficiencies including but not limited to ventilation, air conditioning, lighting, and appliances.[5] The 2019 Building Energy Efficiency Standards went into effect on January 1, 2020. Additionally, the California Air Resources Board (CARB) oversees air pollution control efforts, regulations, and programs that contribute to reduction of energy consumption. Compliance with these energy efficiency regulations and programs ensure that development will not result in wasteful, inefficient, or unnecessary consumption of energy sources.

[5] California Energy Commission, "2019 Building Energy Efficiency Standards." Accessed July 29, 2021, https://www.energy.ca.gov/programs-and-topics/programs/building-energy-efficiency-standards/2019-building-energy-efficiency

4.6.2 Impact Assessment

a) Would the project result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?

Less than Significant Impact. The Project proposes the construction of 214 single-family residential dwelling units with an anticipated population of 612. Energy would be consumed through Project construction and operations. Energy consumption related to construction and operations is further analyzed as follows.

Construction. Construction is anticipated to be completed over a 2.5-year timeframe and will be short-term and temporary. There are no unusual project characteristics or construction processes that would require the use of equipment that would be more energy intensive than is used for comparable activities. Construction would include demolition, site preparation, building construction, paving, and architectural coatings – all of which require the transportation of building materials and equipment. Therefore, the primary source of energy for construction activities would be diesel and gasoline (i.e., petroleum fuels). All construction equipment shall conform to current emissions standards and related fuel efficiencies including applicable CARB regulations (Airborne Toxic Control Measure), California Code of Regulations (Title 13, Motor Vehicles), and Title 24 standards. Compliance with such regulations would ensure that the short-term, temporary construction activities do not result in wasteful, inefficient, or unnecessary consumption of energy resources.

Operations. Operations would involve heating, cooling, equipment, and vehicle trips. Energy consumption related to operations would be associated with natural gas, electricity, and fuel.

Energy and natural gas consumption were estimated using CalEEMod (Appendix A). When compared to energy outputs for Madera County, the results of the analyses do not rise to a level of significance. As shown in Appendix A, the Project is estimated to demand 1,874,800 kilowatt hours of electricity and 5,595,080 kilo-British Thermal Units of natural gas, respectively, on an annual basis. It would be expected that building energy consumption associated with the Project would not be any more inefficient, wasteful, or unnecessary than for any other similar residential buildings in the region or state. New construction is required to meet the 2019 CALGreen and Title 24 standards, which are intended to increase energy efficiency and reduce energy demand. Therefore, while the Project would result in an increase demand for electricity and natural gas, such energy would be consumed more efficiently as required by state regulations. Documentation demonstrating compliance with such standards will be required to be submitted with the building permit application; and compliance will be enforced by the Building Department.

In regard to transportation energy demand, Section 4.17 analyzes vehicle miles traveled (VMT) associated with the Project and found the VMT per capita to be less than the countywide average and therefore, less than significant.

For these reasons, Project operations would not result in wasteful, inefficient, or unnecessary consumption of energy resources, thus impact would be less than significant.

b) Would the project conflict with or obstruct a state or local plan for renewable energy or energy efficiency?

Less than Significant Impact. As previously mentioned, the construction and operations of the Project would be subject to compliance with applicable CARB regulations, California Code of Regulations, and Title 24 standards that include a broad set of energy conservation requirements in addition to BMPs for water conservation. Documentation demonstrating compliance with such standards will be required to be submitted with the building permit application; and compliance will be enforced by the Building Department. Therefore, the Project would comply with such standards and thereby would not conflict with any plans for renewable energy or energy efficiency. For these reasons, the Project would have a less than significant impact.

4.7 Geology and Soils

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving: i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	☐	☐	☐	☒
ii) Strong seismic ground shaking?	☐	☐	☒	☐
iii) Seismic-related ground failure, including liquefaction?	☐	☐	☒	☐
iv) Landslides?	☐	☐	☒	☐
b) Result in substantial soil erosion or the loss of topsoil?	☐	☐	☒	☐
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?	☐	☐	☒	☐
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994) creating substantial direct or indirect risks to life or property?	☐	☐	☒	☐
e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?	☐	☐	☐	☒
f) Directly or indirectly destroy a unique paleontological resource or site or unique geological feature?	☐	☐	☒	☐

4.7.1 Environmental Setting

The City of Madera is located within the San Joaquin Valley which is part of the Great Valley Geomorphic Providence that is bounded to the east by the Sierra Nevada Mountain range, to the west by the Coastal Range, and to the south by the Tehachapi mountains. Madera is generally flat with some areas of slopes including areas near rivers and streams. In addition, the city has no known active earthquake faults (i.e., faults showing activity within the last 11,000 years) and is not in any Alquist-Priolo Special Studies Zones. The nearest active fault is more than 50-miles from the city. Potential ground shaking may occur due to earthquakes on nearby faults. However, compliance with the California Building Code (CBC) would be sufficient to prevent significant damage during seismic events. A brief discussion of the likelihood of seismic activities to occur in or affect Madera is provided below. However, CEQA requires an analysis of the Project's impacts on the environment, not the environment's potential impacts on the Project; therefore, shaking, liquefaction, and other seismic activities are less than significant.

Liquefaction. Liquefaction is a seismic phenomenon in which loose, saturated, fine-grained granular soils behave similarly to a fluid when subjected to high-intensity ground shaking. Factors that determine liquefaction potential include soil type, soil density, depth to the groundwater table, and duration and intensity of ground shaking. Areas that are most prone to liquefaction are those that are water-saturated, or with a water table of less than 30 feet below the surface. The Madera LHMP indicates that soil types within the county are not conducive to liquefaction because they are too coarse in texture or too high in clay content. Soil types thereby mitigate against the potential for liquefaction.

Subsidence. Ground subsidence is the settling or sinking of surface soil deposits with little or no horizontal motion. Soils with high silt or clay content are subject to subsidence. According to the Madera County LHMP, the probability of future occurrences of subsidence is likely (i.e., between 10 and 100% chance of occurrence in the next year or has a recurrence interval of 10 years or less). However, the likely magnitude/severity is negligible (i.e., less than 10 percent of property severely damaged; shut down of facilities for less than 24 hours; and/or injuries/illnesses treatable with first aid). In addition, the Madera General Plan indicates the risk of subsidence in Madera County to be "low."

Landslides. A landslide is the down-slope movement of rock, debris, or earth that can be caused by gravity, earthquakes, disturbance by human activities, etc. Lateral spreading is a related occurrence that results in a fluid-like, down-slope movement. Lateral spreading can be caused by liquefaction. According to the Madera County LHMP, most areas throughout the county are at low to moderate risk for landslides. The central and eastern portions of the county are at high risk. Geographic extent of such occurrences is limited to less than 10% of Madera County.

4.7.2 Impact Assessment

a) Would the project directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:

a-i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.

No Impact. There are no known active earthquake faults in Madera, nor is Madera within an Alquist-Priolo

earthquake fault zone as established by the Alquist-Priolo Fault Zoning Act. In addition, the Project does not have any aspect that could result in a fault rupturing. As CEQA requires an analysis of a Project's impact on the environment rather than the environment's impacts on a Project, no impacts would occur. Thus, the Project would not cause rupture of a known earthquake fault and therefore, would have no impact.

a-ii) Strong seismic ground shaking?

Less than Significant Impact. The Project site is relatively flat with stable, native soils of the PaA – Pachappa fine sandy loan (0 to 1 percent slopes, well drained, low runoff, more than 80 inches depth to water table) and TwA Tujunga loamy sand (0 to 3 percent slopes, somewhat excessively drained, negligible runoff, more than 80 inches depth to water table) series. As mentioned in the Environmental Setting, there are no known active earthquake faults in Madera and the Project site and vicinity are located in an area traditionally characterized by relatively low seismic activity. Further, the Project would be required to conform to current seismic protection standards in the California Building Code, which are intended to minimize potential risks. In addition, the Project does not have any aspect that could result in strong seismic ground shaking. As CEQA requires an analysis of a Project's impact on the environment rather than the environment's impacts on a Project, no impacts would occur. Therefore, because of the Project's stable soils and distance from active fault lines, and because the Project does not have any aspect that could result in strong seismic ground shaking, the Project would have a less than significant impact.

a-iii) Seismic-related ground failure, including liquefaction?

Less than Significant Impact. As previously described, there are no geologic hazards or unstable soil conditions known to exist on the Project site. The site is relatively flat with stable soils and no apparent unique or significant landforms. Further, development of the site would require compliance with the City's grading and drainage standards. In addition, neither liquefaction nor lateral spreading have been observed in Madera from any historic earthquake. Liquefaction and lateral spreading potential in the City of Madera is considered very low as due to the nature of the underlying soils, relatively deep-water table, and history of low ground shaking potential. In addition, the Project does not have any aspect that could result in seismic-related ground failure, including liquefaction. As CEQA requires an analysis of a Project's impact on the environment rather than the environment's impacts on a Project, no impacts would occur. Therefore, because of the Project's relatively flat topography, stability of soils, infrequency of seismic activity, required compliance with City standards, and because the Project does not have any aspect that could result in seismic-related ground failure, including liquefaction, the Project would have a less than significant impact.

a-iv) Landslides?

Less than Significant Impact. The topography of the Project site is relatively flat with stable, native soils, and the site is not susceptible to seismic activities, geologic instability, or landslides. Furthermore, the site is not in the immediate vicinity of rivers or creeks that would be more susceptible to landslides. Landslides are not expected to affect the project area as the City of Madera is not located near an area with steep slopes and has a relatively dry climate. The area is nearly level with a southwest slope of about 0.2 percent grade, which is not subject to landslides. In addition, the Project does not have any aspect that could result in landslide. As CEQA requires an analysis of a Project's impact on the environment rather than the environment's impacts on a Project, no impacts would occur. Therefore, there would be a less than significant impact.

b) Would the project result in substantial soil erosion or the loss of topsoil?

Less than Significant Impact. Development of the Project site would require typical site preparation activities such as grading and trenching which may result in the potential for short-term soil disturbance or erosion impacts. Construction would also involve the use of water which may cause further soil disturbance. Such impacts would be addressed through compliance with Madera General Plan Policy CON-8, which encourages Low Impact Development practices, and regulations set by the State Water Resources Control Board (SWRCB). Namely, the SWRCB requires sites larger than one acre to comply with the General Permit for Discharges of Storm Water Associated with Construction Activity (i.e., General Permit Order No. 2012-0006-DWQ). The General Permit requires the development of a Storm Water Pollution Prevention Plan (SWPPP) by a certified Qualified SWPPP Developer (QSD). The SWPPP estimates the sediment risk associated with construction activities and includes best management practices (BMP) to control erosion. BMPs specific to erosion control cover erosion, sediment, tracking, and waste management controls. Implementation of the SWPPP in addition to compliance with General Plan Policy CON-8 minimizes the potential for the Project to result in substantial soil erosion or loss of topsoil. With these provisions in place, impacts to soil and topsoil by the Project would be considered less than significant.

c) Would the project be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?

Less than Significant Impact. The site is relatively flat with stable soils and no apparent unique or significant landforms. Furthermore, the Project site is in an area of infrequent and low historic seismic activity of nearby faults. Such factors minimize the potential for other geologic hazards such as landslides, lateral spreading, subsidence, liquefaction, or collapse. Therefore, any development on the native, stable soils is unlikely to become unstable and result in geologic hazards. In addition, the Project does not have any aspect that could result in a landslide, lateral spreading, subsidence, liquefaction, or collapse. As CEQA requires an analysis of a Project's impact on the environment rather than the environment's impacts on a Project, no impacts would occur. As such, the Project would have a less than significant impact.

d) Would the project be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?

Less than Significant Impact. The Project would not be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), and would not create substantial direct or indirect risks to life or property. The site comprises stable, native soils as previously described. Therefore, the Project would have a less than significant impact.

e) Would the project have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?

No Impact. The Project will not involve the installation of a septic tank or alternative wastewater disposal system. The Project will connect to the City's sewer system. Therefore, the Project would have no impact.

f) Would the project directly or indirectly destroy a unique paleontological resource or site or unique geological feature?

Less than Significant Impact. As discussed in the Cultural Resources section above, there are no known paleontological resources or unique geological features known to the City within this area or on this site.

Nevertheless, there is some possibility that a non-visible, buried site may exist and may be uncovered during ground disturbing construction activities which would constitute a significant impact. Madera General Plan Action Item HC-9.2 imposes the following condition on all discretionary projects which may cause ground disturbance pursuant to Public Resources Code Section 21082.2: "The Planning Department shall be notified immediately if any prehistoric, archaeologic, or fossil artifact or resource is uncovered during construction. All construction must stop and an archaeologist that meets the Secretary of the Interior's Professional Qualifications Standards in prehistoric or historical archaeology shall be retained to evaluate the finds and recommend appropriate action." Thus, in if such resources were discovered, implementation of the required condition would reduce the impact to less than significant.

4.8 Greenhouse Gas Emissions

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	☐	☐	☒	☐
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	☐	☐	☒	☐

4.8.1 Environmental Setting

Various gases in the Earth's atmosphere, classified as atmospheric greenhouse gases (GHGs), play a critical role in determining the Earth's surface temperature. Solar radiation enters Earth's atmosphere from space and a portion of the radiation is absorbed by the Earth's surface. The Earth emits this radiation back toward space, but the properties of the radiation change from high-frequency solar radiation to lower-frequency infrared radiation.

Naturally occurring greenhouse gases include water vapor (H_2O), carbon dioxide (CO_2), methane (CH_4), nitrous oxide (N_2O), and ozone (O_3). Several classes of halogenated substances that contain fluorine, chlorine, or bromine are also GHGs, but they are, for the most part, solely a product of industrial activities. Although the direct greenhouse gases CO_2, CH_4, and N_2O occur naturally in the atmosphere, human activities have changed their atmospheric concentrations. From the pre-industrial era (i.e., ending about 1750) to 2011, concentrations of these three GHGs have increased globally by 40, 150, and 20 percent, respectively (Intergovernmental Panel on Climate Change [IPCC], 2013).

GHGs, which are transparent to solar radiation, are effective in absorbing infrared radiation. As a result, this radiation that otherwise would have escaped back into space is now retained, resulting in a warming of the atmosphere. This phenomenon is known as the greenhouse effect. Among the prominent GHGs contributing to the greenhouse effect are carbon dioxide (CO_2), methane (CH_4), ozone (O_3), water vapor, nitrous oxide (N_2O), and chlorofluorocarbons (CFCs).

The emissions from a single project will not cause global climate change, however, GHG emissions from multiple projects throughout the world could result in a cumulative impact with respect to global climate change. Therefore, the analysis of GHGs and climate change presented in this section is presented in terms of the proposed Project's contribution to cumulative impacts and potential to result in cumulatively considerable impacts related to GHGs and climate change.

Cumulative impacts are the collective impacts of one or more past, present, and future projects that, when combined, result in adverse changes to the environment. In determining the significance of a proposed Project's contribution to anticipated adverse future conditions, a lead agency should generally undertake

a two-step analysis. The first question is whether the combined effects from both the proposed Project and other projects would be cumulatively significant. If the agency answers this inquiry in the affirmative, the second question is whether "the proposed Project's incremental effects are cumulatively considerable" and thus significant in and of themselves.

The cumulative project list for this issue (climate change) comprises anthropogenic (i.e., human made) GHG emissions sources across the globe and no project alone would reasonably be expected to contribute to a noticeable incremental change to the global climate. However, legislation and executive orders on the subject of climate change in California have established a statewide context and process for developing an enforceable statewide cap on GHG emissions. Given the nature of environmental consequences from GHGs and global climate change, CEQA requires that lead agencies consider evaluating the cumulative impacts of GHGs. Small contributions to this cumulative impact (from which significant effects are occurring and are expected to worsen over time) may be potentially considerable and, therefore, significant.

In assessing the significance of impacts from GHG emissions, Section 15064.4(b) of the CEQA Guidelines states that a lead agency may consider the following:

- The extent to which the project may increase or reduce GHG emissions as compared to the environmental setting.
- Whether the project emissions exceed a threshold of significance that the lead agency determines applies to the project.
- The extent to which the project complies with regulations or requirements adopted to implement a statewide, regional, or local plan for the reduction or mitigation of greenhouse gas emissions.

The SJVAPCD's Guidance for Valley Land Use Agencies in Addressing GHG Impacts for New Projects Under CEQA (2009) provides screening criteria for climate change analyses, as well as draft guidance for the determination of significance. [6,7] These criteria are used to evaluate whether a project would result in a significant climate change impact (see below). Projects that meet one of these criteria would have less than significant impact on the global climate.

- Does the project comply with an adopted statewide, regional, or local plan for reduction or mitigation of GHG emissions? If no, then:
    - Does the project achieve 29% GHG reductions by using approved Best Performance Standards (BPS)? If no, then
    - Does the project achieve AB 32 targeted 29% GHG emission reductions compared with Business As Usual (BAU)?

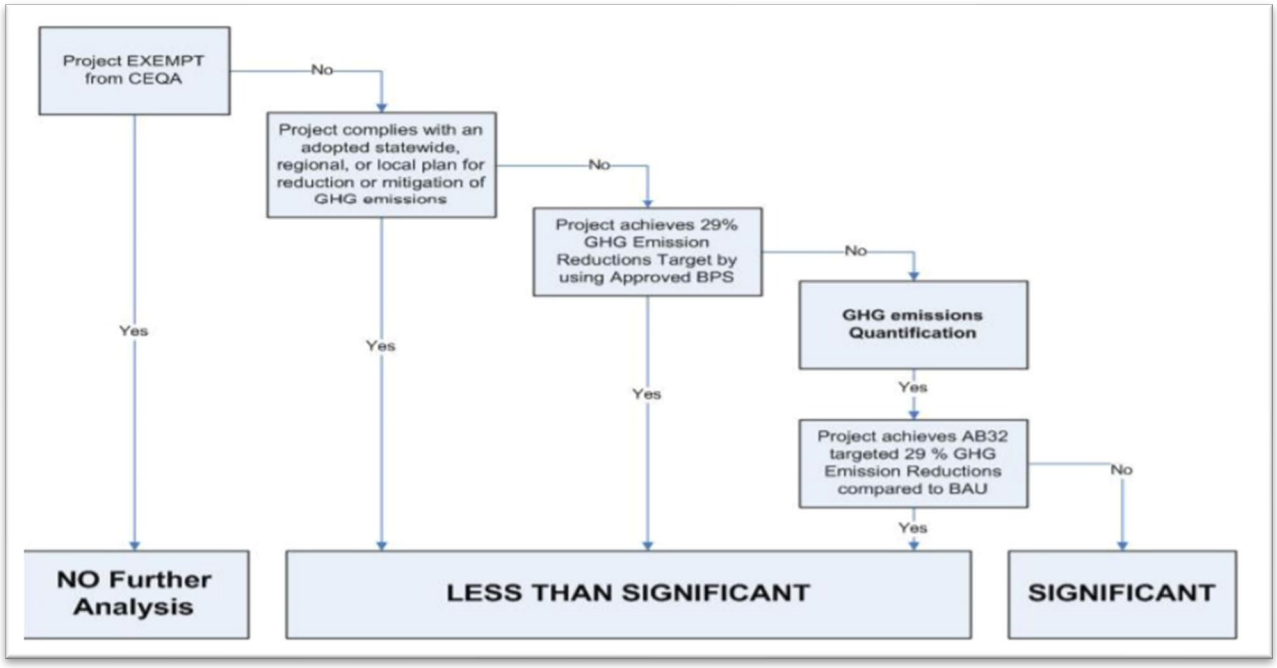
Below is a simplification of this process identified in a Fact Sheet from the San Joaquin Valley Air Pollution Control District (Figure 4-6).[8]

[6] San Joaquin Valley Air Pollution Control District. (2009). Guidance for Valley Land-use Agencies in Addressing GHG Emission Impacts for New Projects under CEQA. Accessed July 27, 2021, http://www.valleyair.org/Programs/CCAP/12-17-09/3%20CCAP%20-%20FINAL%20LU%20Guidance%20-%20Dec%2017%202009.pdf

[7] San Joaquin Valley Air Pollution Control District. (2000). Environmental Review Guidelines: Procedures for Implementing the California Environmental Quality Act. Accessed July 27, 2021, http://www.valleyair.org/transportation/CEQA%20Rules/ERG%20Adopted%20_August%202000_.pdf

[8] San Joaquin Valley Air Pollution Control District, FACT SHEET, Addressing Greenhouse Gas Emissions Impact under the California Environmental Quality Act (CEQA), Land Use Development Projects https://www.valleyair.org/Programs/CCAP/bps/Fact_Sheet_Development_Sources.pdf

Figure 4-6 SJVAPCD Guidance for CEQA Climate Change Analyses



Source: San Joaquin Valley Air Pollution Control District Factsheet

The City of Madera has a Climate Action Plan (CAP) that was adopted by City Council on September 2, 2015. In this plan, the following is noted: "According to the California Natural Resources Agency (2009) and the State's Office of the Attorney General (2009), GHG emissions may be best analyzed and mitigated at a programmatic level (i.e., GHG reduction plan/CAP). In 2009, the California Natural Resources Agency amended the State CEQA Guidelines to add a new provision, Section 15183.5, which allows jurisdictions to analyze and mitigate the significant effects of GHG emissions at a programmatic level by adopting a plan for the reduction of GHG emissions (i.e., a CAP). Section 15183.5 states a plan for the reduction of GHG emissions should:

- Quantify GHG emissions, both existing and projected over a specified time period, resulting from activities within a defined geographic area.
- Establish a level, based on substantial evidence, below which the contribution to GHG emissions from activities covered by the plan would not be cumulatively considerable; ν Identify and analyze the GHGs emissions resulting from sources in the community.
- Identify a suite of specific, enforceable measures that, collectively, will achieve the emissions target.
- Establish a mechanism to monitor the plan's progress and to require amendment if the plan is falling short; and
- Be adopted in a public process following environmental review.

This CAP incorporates these elements consistent with State CEQA Guidelines Section 15183.5, which allows it to be used in the cumulative GHG emissions impacts analysis of later projects. The environmental document for each project must identify those requirements specified in the CAP that apply to the project, and if those requirements are not otherwise binding or enforceable, should be incorporated as mitigation measures applicable to the project (CEQA 15183.5b). To facilitate this process for future projects Appendix E lists CAP measures applicable to new development. If it is determined that the proposed Project is not

consistent with the CAP, further analysis would be required, and the applicant would be required to demonstrate that the proposed Project would not substantially interfere with implementation of the CAP."

Thus, if an individual project is found to be consistent with the CAP, the project can be deemed to have a less than significant impact as it related to Greenhouse Gas impacts.

4.8.2 Impact Assessment

a) Would the project generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?

Less than Significant Impact. The Project's estimated GHG emissions for construction and operation are presented in Table 4-2 below. In regard to construction, the SJVAPCD does not recommend assessing pollution associated with construction, as pollution-related construction will be temporary. As presented below, maximum short-term annual construction emissions of GHG associated with development of the project are estimated to be 534 $MTCO_2e$. These construction GHG emissions are a one-time release. Cumulatively, these construction emissions would not generate a significant contribution to global climate change over the lifetime of the proposed project.

In regard to the long-term operational related GHG emissions, the estimated operational emissions for buildout of the Project incorporates the potential area source and vehicle emissions, and emissions associated with utility and water usage, and wastewater and solid waste generation. As described in Section 4.3 Air Quality, the operational emission estimates account for limited vehicle trips associated with the Project. As shown, the annual unmitigated operational GHG emissions associated with buildout of the proposed project would be 4,483 $MTCO_2e$. Further, the Project would not exceed the thresholds of significance for construction or operations as discussed in Section 4.3. Cumulatively, these emissions would not generate a significant contribution to global climate change over the lifetime of the proposed project.

Table 4-2 Project GHG Emissions (Metric Tons Per Year)

	Total CO_2	CH_4	N_2O	CO_2e
Construction				
Construction, Unmitigated (maximum)	530.7037	0.1389	0.0000	534.1773
Operational				
Operational, Unmitigated	4,361.3549	4.6233	0.0233	4,483.8785

Source: CalEEMod, Version 2016.3.2, ran on July 29, 2021

In addition, as demonstrated in Table 4-3 the project will incorporate applicable measures and standards from the City of Madera's CAP. As shown in this table, the Project would be generally consistent with the applicable goals and policies related to GHG reduction measures by complying with the City of Madera's CAP. Because of this, the Project would not occur at a scale or scope with potential to contribute substantially or cumulatively to the generation of greenhouse gas emissions and therefore the impact would be less than significant.

Table 4-3 Project Consistency with City of Madera CAP

Measure Name	Project Actions	Project Compliance (Yes/No/NA)	Description/Details*
E-2 Energy Efficient New Construction	Is the project consistent with applicable policies of the Conservation Element of the General Plan?	Yes	The project's demonstrated compliance with the elements of the conservation element can be found in this initial study (i.e., Hydrology, Agricultural, Public Services and Bio, etc.). Some of the items discussed in the Conservation Element include Water Quality (pollution prevention, discharge, and runoff control), Soils and Agriculture, Biology, Air Quality, etc. The analysis contained in this initial study is demonstrated compliance with these measures.
	Does the project exceed Title 24 Energy Efficiency Building Standards, meet the state's Green Building Standards voluntary tier levels, or is LEED Greenpoint, or ENERGY STAR rated?	N/A	No specific developer has been identified for the proposed residential development but given that the 2019 Building Code increased energy efficiency requirements and the baseline in the CAP is 2015 standards, it can be assumed that all buildings constructed at the Project site will exceed standards.
E-3 On-Site Small-Scale Renewable Energy	Does the project include solar PV systems or solar hot water heaters?	Yes	No specific developer has been identified for the proposed residential development but given that the 2019 Building Code requires solar PV requirements, to project will comply.
T-1: Infill and Mixed-Use Development	Is the project consistent with the land use designation(s) shown on the General Plan Land Use Map and with the applicable polies of the Land Use Element of the General Plan policies?	Yes	This is demonstrated by identified General Plan policies in this Initial Study. In addition, the Project site has a Madera General Plan land use designation of LD- Low Density Residential with a small portion of the site designated for High Density Residential. The LD – Low Density Residential land use designation allows for residential development at a density of 2.1 to

			7 dwelling units per acre, with a Target Density of 5.25 dwelling units per acre. The LD – Low Density Residential land use designation represents the traditional single-family neighborhood with a majority of single-family detached homes. The Project proposes a 214-lot single-family neighborhood with a residential density of 5.3 dwelling units per acre, which is within the density range allowed by the LD – Low Density Residential land use designation (blended density taking into consideration the small piece of high density residential).
	Is the project consistent with the Madera County Blueprint?	Yes	The project is consistent with the guiding principles of this plan, including Fostering attractive and safe places to live and creating a range of housing opportunities and choices.
	Does the project include mixed-use, higher density (22.5 to 50 units per acre), or infill development?	N/A	Project site is not planned for mixed use development.
	Is the project located within 1/4 mile of transit stops or in existing community centers/downtown?	No	Although the project is not located near a transit stop, it is located along Cleveland Avenue, one of the major thoroughfares in the City of Madera. All three bus lines in the City include portions of Cleveland Avenue. It is anticipated that the project area will be served by public transit and the population in the area continues to increase.
T-2 Bicycle and Pedestrian Environment	Is the project consistent with applicable policies of the Community Design and Circulation Elements of the General Plan?	Yes	The project will construct bicycle and pedestrian facilities as required by the General Plan and Municipal Code.
	Is the project consistent with the Bicycle Master Plan?	N/A	The project will construct bicycle and pedestrian facilities as required by the General Plan and

			Municipal Code. There is now active master plan in the City.
	Does the project meet minimum design criteria for bicycle and pedestrian circulation?	Yes	Project has been reviewed by Engineering to verify compliance.
	Does the project provide adequate and secure bicycle parking?	Yes	Project has been reviewed by Engineering to verify compliance and conditioned accordingly.
T-3 Transit Travel	Is the project consistent with applicable policies of the Circulation and Community Development Elements of the General Plan?	Yes	Project has been reviewed by Engineering to verify compliance and conditioned accordingly.
	Does the project provide safe routes to adjacent transit stops, where applicable?	Yes	Although there are no stops in the vicinity, the project will provide sidewalks along major streets and improve access.
	Does the project finance and/or construct bus turnouts and shelters where transit demand warrants such improvements?	N/A	
	Does the project provide public transit vouchers to its employees?	N/A	Residential uses proposed.
T-4 Commute Trip Reduction	Is the project consistent with applicable policies of the Community Development Element of the General Plan?	Yes	Project has been reviewed by Planning to verify compliance and conditioned accordingly.
	Does the project include and/or promote TDM programs?	N/A	
T-5 Traffic Flow and Vehicle Idling	Does the project include measures to improve traffic flow?	Yes	Project has been reviewed by Engineering to verify compliance and conditioned accordingly.
T-6 Low Carbon Fuel Vehicles and Infrastructure	Is the project consistent with applicable policies of the Community Development Element of the General Plan?	Yes	Project has been reviewed by Planning to verify compliance and conditioned accordingly.

	Is the project consistent with theSan Joaquin Valley Plug-in Electric Vehicle (PEV) Readiness Plan?	Yes	No specific developer has been identified for the proposed residential development but given that the 2019 Building Code requires EV readiness, the project will comply.
	Does the project include alternative fueling stations or EVcharging stations?	N/A	Residential Development
T-7 Construction and Off-Road Equipment	Would construction of the project use alternatively fueled construction vehicles/equipment(i.e., repowered engines, electric drive trains, CARB-approved lowcarbon fuel, electrically powered)?	Yes	Project will comply with all requirements of the San Joaquin Valley Air Pollution Control District.
	Would the project include low-maintenance native landscapingor xeriscaping?	Yes	Project will comply with MWELO standards.
W-1 Exceed SB X7-7 Water Conservation Target	Does the project incorporate water efficiency and water conservation measures?	Yes	Project will comply with MWELO standards.
W-2 Recycled Water	Is the project consistent withapplicable policies of the Conservation Element of the General Plan?	Yes	Project will install recycled water infrastructure.
	Does the project incorporate recycled/reclaimed water?	Yes	Project will install recycled water infrastructure.
U-1 Trees and Vegetation	Is the project consistent with applicable policies of the Community Design Element of the General Plan?	Yes	Project has been reviewed by Planning to verify compliance and conditioned accordingly.
	Does the project include theplanting of new trees or new acres of vegetated land?	Yes	Project will add hundreds of shade trees to the project area.

b) Would the project conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?

Less than Significant Impact. As discussed above, the project complies with the City of Madera adopted Climate Action Plan. In addition to this, the compatibility of the Project with the Climate Change Scoping Plan is evaluated. The Project complies with several of the measures as described below. Assembly Bill 32 was enacted by the state in 2006 in an effort to reduce GHGs to 1990 levels by 2020. In 2008, the ARB adopted the Climate Change Scoping Plan in accordance with the requirements of AB 32 which outlines the actions recommended to achieve that aim. The Scoping Plan involves a number of measures to reduce the pollution from the State. The Project complies with several of the measures as described in Table 4-4.

Table 4-4. Scoping Plan Reduction Measures Consistency Analysis

Reduction Measure	Consistency/Applicability Determination
Energy Efficiency. Maximize energy efficiency building and appliance standards; pursue additional efficiency including new technologies, policy, and implementation mechanisms.	As new construction, the Project is required to meet the State Building Energy Efficiency Standards (Title 24, Parts 6 and 11). Compliance with these energy efficiency regulations and programs ensure that development will not result in wasteful, inefficient, or unnecessary consumption of energy sources. Therefore, the Project is consistent with this measure.
Renewable Portfolio Standard. Achieve 33% renewable energy mix statewide. Renewable energy sources include (but are not limited to) wind, solar, geothermal, small hydroelectric, biomass, anaerobic digestion, and landfill gas.	This measure is a statewide measure that is not implemented by a project applicant or lead agency. Therefore, the measure is not applicable to the proposed Project.
Low Carbon Fuel Standard. Develop and adopt the Low Carbon Fuel Standard.	This measure is a statewide measure that is not implemented by a project applicant or lead agency. Therefore, the measure is not applicable to the proposed Project. However, when the measure is initiated, it would be applicable to vehicles that would access the Project site.
Regional Transportation-Related Greenhouse Gas Targets. Develop regional greenhouse gas emissions reduction targets for passenger vehicles.	This measure refers to SB 375. SB 375 does not have requirements that directly apply to development projects. Therefore, the measure is not applicable to the Project.
Vehicle Efficiency Measures. Implement light-duty vehicle efficiency measures.	This measure is a statewide measure that is not implemented by a project applicant or lead agency. Therefore, the measure is not applicable to the proposed Project. However, when the measure is initiated, it would be applicable to light-duty vehicles that would access the Project site.

Million Solar Roofs Program. Install 3,000 MW of solar-electric capacity under California's existing solar programs.	This measure is implemented by electricity providers and existing solar programs throughout the State. Therefore, the measure is not applicable to the Project.
Industrial Emissions. Require assessment of large industrial sources to determine whether individual sources within a facility can cost effectively reduce greenhouse gas emissions and provide other pollution reduction co-benefits.	The Project does not propose an industrial use. Therefore, the measure is not applicable.
Green Building Strategy. Expand the use of green building practices to reduce the carbon footprint of California's new and existing inventory of buildings.	As new construction, the Project is required to meet the State Building Energy Efficiency Standards (Title 24, Parts 6 and 11) (i.e., CALGreen). Compliance with these energy efficiency regulations and programs ensure that development will not result in wasteful, inefficient, or unnecessary consumption of energy sources. Therefore, the Project is consistent with this measure.
Recycling and Waste. Reduce methane emissions at landfills. Increase waste diversion, composting, and commercial recycling. Move toward zero-waste.	The Madera General Plan outlines goals and policies for source reduction and recycling. The Project is required to comply with these goals and policies during the approval process.
Water. Continue efficiency programs and use cleaner energy sources to move and treat water.	As new construction, the Project is required to meet the State Building Energy Efficiency Standards (Title 24, Parts 6 and 11) (i.e., CALGreen). Compliance with these energy efficiency regulations and programs ensure that development will not result in wasteful, inefficient, or unnecessary consumption of energy sources. Therefore, the proposed Project is consistent with this measure.

In conclusion, the Project contains features that would reduce GHG emissions. These features are in accordance with several measures from the Scoping Plan and the City of Madera's CAP. As such, the Project would not conflict with any applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of GHGs, and therefore the impact would be less than significant.

4.9 Hazards and Hazardous Materials

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	☐	☐	☒	☐
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	☐	☐	☒	☐
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	☐	☐	☒	☐
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	☐	☐	☐	☒
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?	☐	☐	☒	☐
f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	☐	☐	☒	☐
g) Expose people or structures, either directly or indirectly to a significant risk of loss, injury or death involving wildland fires?	☐	☐	☐	☒

4.9.1 Environmental Setting

For the purposes of this section, the term "hazardous materials" as defined by the California Code of Regulations are substances with certain physical properties that could pose a substantial present or future hazard to human health or the environment when improperly handled, disposed, or otherwise managed. Hazardous materials are grouped into the following four categories based on their properties:

- Toxic: causes human health effect
- Ignitable: has the ability to burn
- Corrosive: causes severe burns or damage to materials
- Reactive: causes explosions or generates toxic gases

A hazardous waste is any hazardous material that is discarded, abandoned, or slated to be recycled. The criteria that define a material as hazardous also define a waste as hazardous. If improperly handled, hazardous materials and hazardous waste can result in public health hazards if released into the soil or groundwater or through airborne releases in vapors, fumes, or dust. Soil and groundwater having concentrations of hazardous constituents higher than specific regulatory levels must be handled and disposed of as hazardous waste when excavated or pumped from an aquifer. The California Code of Regulations, Title 22, Sections 66261.20-24 contains technical descriptions of toxic characteristics that could cause soil or groundwater to be classified as hazardous waste.

Hazardous materials are routinely used, stored, and transported in Madera that are associated with industrial and commercial/retail businesses, as well as in educational facilities, hospitals, and households. Hazardous waste generators may include industries, businesses, public and private institutions, and households. Federal, state, and local agencies maintain comprehensive databases that identify the location of facilities using large quantities of hazardous materials, as well as facilities generating hazardous waste. Some of these facilities use certain classes of hazardous materials that require risk management plans to protect surrounding land uses. The release of hazardous materials would be subject to existing federal, State, and local regulations and is similar to the transport, use, and disposal of hazard materials.

The California Department of Toxic Substance Control's EnviroStor database and the State Water Resources Control Board's GeoTracker database include hazardous release and contamination sites. A search of each database was conducted in July 2021. The search revealed no hazardous material release sites at the Project site or in the vicinity of the Project site.

4.9.2 Impact Assessment

a) Would the project create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?

Less than Significant Impact. The Project consists of a residential development. The type of hazardous materials that would be associated with the Project are those typical of residential developments: household cleaners, landscape maintenance, soaps, pesticides for pest control, etc. Because of the use, it is not expected that the Project would routinely transport, use, or dispose of hazardous materials other than those typical of residential uses and such materials would not be of the type or quantity that would pose a significant hazard to the public. Further, there are no listed hazardous sites in the vicinity of the Project site as indicated by the California Department of Toxic Substances Control Envirostor database. Potential impacts during construction of the Project could result from the use of fuels and lubricants for construction equipment. However, these impacts would be short-term and temporary, and would be reduced to less than significant levels through compliance with local, state, and federal regulations in addition to standard equipment operating practices. For these reasons, the Project would have a less than significant impact and no mitigation measures are required.

b) Would the project create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?

Less than Significant Impact. As described under criterion a) above, it is not anticipated that the project itself will involve any operations that would require routine transport, use, or disposal of hazardous materials and therefore is not anticipated to create a significant hazard to the public or the environment through release of hazardous materials. While potential impacts would occur through construction-related transport and disposal of hazardous materials, such impacts would be short-term and temporary, and would be reduced to less than significant levels through compliance with local, state, and federal regulations in addition to standard equipment operating practices. Therefore, the Project would have a less than significant impact.

c) Would the project emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?

Less than Significant Impact. The nearest school is Lincoln Elementary School, approximately 0.70-miles to the southeast of the Project site. As described under criteria a) and b) above, the proposed Project is not anticipated to emit hazardous emissions or handle hazardous materials, substances, or waste that would pose a risk or threat to the school or surrounding area. Therefore, the Project would have a less than significant impact.

d) Would the project be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?

No Impact. According to Envirostor and Geotracker, the Project is not located on a site that is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5. Therefore, the Project would not create a significant hazard to the public of the environment. For these reasons, there would be no impact.

e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?

Less than Significant Impact. The nearest public airport to the Project site is the Madera Municipal Airport, which is located approximately 0.60-miles north of the site. The applicable airport land use plan for the Madera Municipal Airport is the Madera Countywide Airport Land Use Compatibility Plan (ALUCP) adopted in 2015. According to this land use plan, the Project site is located within the airport influence area of the Madera Municipal Airport. The site is within the Traffic Pattern Zone (6) but is outside of the noise contour areas. Because the site is within the airport influence area, it is subject to established airport compatibility measures within the Madera General Plan to ensure that projects would not result in a safety hazard or excessive noise for people residing or working in the area. In particular, the following policies are applicable to the review process for the proposed Project.

Policy HS-31: City shall consider compatibility criteria in the ALUCP and Airport Master Plan in reviewing potential land uses or projects. Projects shall be approved only where consistency with compatibility criteria in the ALUCP can be demonstrated

Action Item HS-31.1: Review projects to ensure consistency with ALUCP and Master Plan at earliest possible stage of planning/ entitlement process. A determination on consistency shall be made by the entity (City Council, Planning Commission, Staff) given authority to approve the project pursuant to the zoning ordinance.

Action Item HS-31.2: Establish and maintain a geographic information system to identify all parcels within the airport influence area and establish a standard review checklist applicable to those projects which includes references to airport compatibility criteria

Policy HS-32: City shall ensure that new development near Madera Airport is designed to protect public safety from airport operations consistent with recommendations and requirements of the ALUC, the FAA, and other responsible agencies. It shall be the City's intent to comply with all State laws related to airport land use planning.

The City of Madera has reviewed the Project for consistency with the ALUCP and it has been determined that the Project is consistent with the ALUCP. Therefore, the Project has been deemed compatible with the land use plan and would thereby not result in a safety hazard or excessive noise. For these reasons, the Project would have a less than significant impact.

f) Would the project impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?

Less than Significant Impact. The Project would not involve any new or altered infrastructure associated with evacuation, emergency response, and emergency access routes within the City or County of Madera. Construction of frontage improvements may require lane closure; however, these activities would be short-term and access through Cleveland Avenue would be maintained through standard traffic control. Following construction, Cleveland Avenue would continue to provide access to the site. Furthermore, the Project would be subject to compliance with applicable standards for on-site emergency access including turn radii and fire access. Therefore, the Project would have a less than significant impact.

g) Would the project expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?

No Impact. The Project site is not identified by the California Department of Forestry and Fire Protection (Cal Fire) or the City of Madera as a Very High Fire Hazard Severity Zone (VHFHSZ); rather, the site is within an "area of local responsibility" and is considered an area of low fire risk.[9] Lastly, the Project would be required to be developed and operate in compliance with all regulations of the current California Fire Code. Therefore, the Project would not expose people or structures to a significant risk of loss, injury, or death involving wildland fires. For these reasons, the Project would have no impact.

[9] Cal Fire, "FHSZ Viewer." Accessed on July 30, 2021, https://egis.fire.ca.gov/FHSZ/

4.10 Hydrology and Water Quality

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?	☐	☐	☒	☐
b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?	☐	☐	☒	☐
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:				
i) result in substantial erosion or siltation on- or off-site;	☐	☐	☒	☐
ii) substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site;	☐	☐	☒	☐
iii) create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or	☐	☐	☒	☐
iv) impede or redirect flood flows?				
d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?	☐	☐	☒	☐
e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	☐	☐	☒	☐

4.10.1 Environmental Setting

The city of Madera is part of the San Joaquin River watershed which originates in the Sierra Nevada Mountain range, traveling for approximately 330 miles before converging with the Sacramento River in the Sacramento-San Joaquin Delta. The San Joaquin River forms the western and much of the southern boundary of Madera County. The San Joaquin River watershed is divided into hydrologic areas and subareas. The city of Madera lies within the Madera and Berenda Creek hydrologic area, which both drain to the Fresno River. The Project site is located approximately 3.50-miles north of the San Joaquin River and 1.40-miles south of the Fresno River.

As with most Cities in the Central San Joaquin Valley, water demands for the City of Madera are increasing each year. In 2014, the City had an annual demand of 13,800 acre-feet to service the 63,105 population.[10] The City of Madera uses various methods to facilitate groundwater recharge. The Madera General Plan, along with the Madera County Local Hazard Mitigation Plan, and FEMA Flood Insurance Study have noted the Madera County area has good drainage.[11,12]

Stormwater from the City is sent to retention basins to recharge and manage the Madera Subbasin. During drier periods of time, the City has the option to use small purchases of surface water from the Madera Irrigation District (MID) to send to the City's stormwater basins. The proposed Project includes an on-site retention basin to capture stormwater from the subject site. The stormwater will percolate and allow for groundwater recharge. A study conducted by the EPA (among others) discusses urban water management BMPs and has identified successful water quality control within infiltration basins where runoff infiltrated into the ground separates contaminants that attach to the soil and those that dissolve.[13]

4.10.2 Impact Assessment

a) Would the project violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?

Anticipated buildout of the Project would increase water demands within the Project area and as a result, the Project would increase the need for sustainable water sources. The Project will be required to connect to the City of Madera water system. Per State law, new water connections including landscape areas are required to be constructed to current City standards including Automatic Meter Reading (AMR) installed within the City right-of-way and backflow prevention device within private property. In addition, the landscaping shall be subject to the Model Water Efficient Landscape Ordinance (MWELO) which requires new development to meet water efficiency standards.

While the Project would introduce new uses to an undeveloped site, the type and intensity of development is consistent with the land use designation for which it was previously planned. Water impacts for the

[10] County of Madera (2017). Madera County Storm Water Resource Plan. Accessed August 6, 2021, https://www.maderacountywater.com/wp-content/uploads/2018/06/FINAL_MaderaSWRP_171228.pdf
[11] City of Madera (2010). General Plan.
[12] County of Madera (2017). Madera County Local Hazard Mitigation Plan Update. Accessed August 6, 2021, https://www.maderacounty.com/home/showdocument?id=362
[13] United States Environmental Protection Agency. (1999). Preliminary Data Summary of Urban Storm Water Best Management Practices. Accessed July 15, 2021, https://www.epa.gov/sites/production/files/2015-11/documents/urban-stormwater-bmps_preliminary-study_1999.pdf

Project were evaluated by the City Engineer as well as outside agencies including the MID to ensure that water quality standards and waste discharge requirements are not violated.

Based on this review, the Project is required to install a master-planned water supply facilities in accordance with the City of Madera Water System Master Plan. In particular, the Project is required to install a 12-inch water main in Cleveland Avenue from the Road 24 alignment to the western edge of the Project frontage, and a 12-inch water main in B Street from Cleveland Avenue to the southern edge of the Project frontage. As an additional measure, the Project is required to install recycled/non-potable water facilities to serve future landscape areas, park strips, and front and back yards. With these installation requirements, the City has determined there is adequate capacity based on the estimated water consumption.

In addition, prior to construction, the contractor is required to prepare a SWPPP per the General Construction Permit requirements of the NPDES program (Section 4.7). The SWPPP incorporates water quality control Best Management Practices, which would prevent water quality degradation, control erosion and siltation, and minimize any impacts to water quality to a level that is less than significant. Therefore, the Project would have a less than significant impact. Implementation of the SWPPP in addition to compliance with General Plan Policy CON-8 minimizes the potential for the Project to violate any waste discharge requirements or otherwise substantially degrade surface or ground water quality

Runoff resulting from the anticipated buildout of the Project would be managed by the City and would meet water quality standards as listed in Madera County's Storm Water Resource Plan, and as required by applicable regulatory permits. Additionally, the City requires developers to improve storm drainage systems in conjunction with new housing developments. These improvements are guided by City Code and Standard Specifications as referenced in the General Plan.

Compliance with existing regulations including the General Construction Permit, BMPs, the Standard Condition of Approval and implementation of General Plan policies would reduce potential impacts related to water quality and waste discharge to less than significant levels.

b) Would the project substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?

Less than Significant Impact. Water demands for the City of Madera are increasing each year. In 2014, the City had an annual demand of 13,800 acre-feet to service the 63,105 population.[14] Anticipated buildout of the proposed Project would increase water demands within the area and would encourage the need for sustainable water sources. The City of Madera uses a variety of methods to facilitate groundwater recharge. The General Plan, Madera County Local Hazard Mitigation Plan, and FEMA Flood Insurance Study have noted the Madera County area has excellent drainage.

The units resulting from the Proposed Project would be required to connect to the City of Madera water system. Per State law, new water connections including landscape areas are required to be constructed to current City standards including Automatic Meter Reading (AMR) installed within the City right-of-way and

[14] County of Madera (2017). Madera County Storm Water Resource Plan. Accessed August 6, 2021, https://www.maderacountywater.com/wp-content/uploads/2018/06/FINAL_MaderaSWRP_171228.pdf

backflow prevention device within private property. In addition, the landscaping shall be subject to the Model Water Efficient Landscape Ordinance (MWELO) which requires new development to meet water efficiency standards.

Stormwater from the City is sent to retention basins to recharge and manage the Madera Subbasin. During drier periods of time, the City as the option to use small purchases of surface water from the MID to send to the City's stormwater basins. In addition, the proposed Project includes an off-site retention basin to capture excess flood waters from MID to be used for groundwater recharge. A study conducted by the EPA (among others) discusses urban water management BMPs and has identified successful water quality control within infiltration basins[15] where runoff infiltrated into the ground separates contaminants that attach to the soil and those that dissolve.

As required by the City's Engineering Division, water would be used for groundwater recharge and irrigation of landscaped areas and open space areas to reduce groundwater demand. The Groundwater Sustainability Plan (GSP)[16] concluded that the groundwater basin is capable of supplying the potable water required to meet the City's water demands through 2040. In addition, implementation of the proposed Project would increase impervious surface within the project area, but with the use of recharge basins included as part of the project, the addition of landscaped areas and use of the City's water supply and recycled water, the proposed Project would not substantially decrease groundwater supplies or interfere substantially with groundwater recharge. In addition, compliance with existing regulations including the General Construction Permit, BMPs, the Standard Condition of Approval and implementation of General Plan policies address water quality of runoff generated during construction and operation of the proposed Project. As a result, a less than significant impact would occur.

c) Would the project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:

c-i) result in substantial erosion or siltation on- or off-site.

Less than Significant Impact. Erosion is a natural process in which soil is moved from place to place by wind or from flowing water. The effects of erosion within the Project Area can be accelerated by ground-disturbing activities associated with development. Erosion control methods outlined in the SWPPPs for future development within the Project site would limit soil transportation and erosion.

Siltation is the settling of sediment to the bed of a stream or lake which increases the turbidity of water. Turbid water can have harmful effects to aquatic life by clogging fish gills, reducing spawning habitat, and suppress aquatic vegetation growth.

Anticipated buildout of the proposed Project would result in the development of the existing agricultural lands. Bare soils, common within farmlands are more susceptible to erosion than an already developed

[15] United States Environmental Protection Agency. (1999). Preliminary Data Summary of Urban Storm Water Best Management Practices. Accessed July 15, 2021, https://www.epa.gov/sites/production/files/2015-11/documents/urban-stormwater-bmps_preliminary-study_1999.pdf

[16] Madera Subbasin. (2020). Final Madera Subbasin Sustainable Groundwater Management Act, Joint Groundwater Sustainability Plan. Accessed August 6, 2021, https://www.maderacountywater.com/wp-content/uploads/2020/02/Madera_GSP_2020_FinalReport.pdf

urban land, thus it is expected erosion would occur on-site. During construction activities, and in compliance with the Project's SWPPP, several construction BMPs would be implemented to reduce potential impacts related to erosion and siltation. These BMPs would include, but are not limited to, covering and/or binding soil surfaces to prevent soil from being detached and transported by water or wind, and the use of barriers such as straw bales and sandbags to control sediment.

The Project would increase impervious surfaces by installing paving, concrete pads, and sidewalks. However, the Project includes an off-site retention basin to capture stormwater runoff from the site, which will percolate and allow for groundwater recharge. The temporary stormwater drainage basin is proposed to the north of the Project site, north of Cleveland Avenue. Further, the drainage pattern is proposed to be constructed per existing regulations of the Storm Drainage System Master Plan and will be reviewed by the City Engineer to ensure proper drainage. Consequently, this review and approval by City, and compliance with mitigation measures and standard requirements would mean that the Project would result in a less than significant impact.

c-ii) substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site.

Less than Significant Impact. The City Engineer has reviewed the Project and has required that the Project provide a basin to capture runoff water and thereby comply with the Storm Drainage System Master Plan. The City requires a detailed drainage study for the chosen path of conveyance, storage, and design of the onsite drainage facilities. The study has not been completed to-date, but preliminary support calculations have been completed in order to adequately size the basin. Therefore, the provision of the onsite drainage system to the north of the Project site, north of Cleveland Avenue, as approved by the City would ensure that surface runoff is controlled in a manner which would not result in flooding on- or off-site. For this reason, the Project would have a less than significant impact.

c-iii) create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or

Less than Significant Impact. As previously described, the City Engineer has reviewed the Project and has required that runoff water be drained into a new basin to be constructed north of the Project site, north of Cleveland Avenue in order to capture runoff water and thereby comply with the Storm Drainage System Master Plan. Preliminary support calculations have been completed in order to adequately size the basin so as to not create or contribute runoff water which would exceed the capacity of drainage systems. Therefore, the provision of the drainage system as approved by the City would ensure that the Project does not create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage system or provide substantial additional sources of polluted runoff. For this reason, the Project would have a less than significant impact.

c-iv) impede or redirect flood flows?

Less than Significant Impact. Although the construction of the proposed Project would result in impervious surface, drainage patterns would not be altered because there are no drainages that cross the project area that would be altered. Expansion and maintenance of the City's municipal storm drain system in the identified flood zone in the area would minimize flood risks. Runoff from the project would be conveyed to storm drain inlets and then carried to the retention basin to infiltrate into soil. As mentioned above, project-related storm drainage and runoff will be captured via an off-site infiltration basin planned to the

north of the subject site. Thus, the Project would not impede or redirect flood flows and therefore, the Project would have a less than significant impact.

d) Would the project in flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundations?

Less than Significant Impact. The Project site is not in a flood hazard, tsunami, or seiche zone (i.e., standing waves on river, reservoirs, ponds, and lakes); the Project site is approximately 108 miles from the Pacific Ocean and there are no rivers, reservoirs, ponds, or lakes within the site. Although the Project is located near the Fresno River, the Project site is designated as Zone X on the most recent Flood Insurance Rate Map (FIRM) No. 06039C1155E dated September 26, 2008. Zone X is an area of minimal flood hazards with a 0.2 percent-annual-chance of flood (i.e., 500-year flood). In addition, the project area as well as the City of Madera as a whole has historically been subject to low to moderate ground shaking and has a relatively low probability of shaking. Seiches are unlikely to form due to the low seismic energy produced in the area. Therefore, as a low-risk area, the Project would have a less than significant impact as it relates to the risk release of pollutants due to project inundations.

e) Would the project conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan (SGMA)?

Less than Significant Impact. The proposed Project would not compromise water quality control. Implementation of the Project would require Statewide NPDES permits for construction runoff and municipal storm drain systems (MS4) require provisions of water quality control measures be upheld to protect groundwater quality. Stormwater is sent to retention basins within the area, which serves to recharge groundwater, and the City. This process would allow multi-generational use by returning water back into the aquifer which would ultimately help with the implementation of SGMA. In addition, as mentioned above, the Groundwater Sustainability Plan (GSP) prepared in January 2020 concluded that the groundwater basin is capable of supplying the potable water required to meet the City's water demands through 2040. This, development of the site consistent with the City's General Plan will not conflict or obstruct the implementation of the sustainable groundwater management plan. For these reasons, the project impacts would be less than significant.

4.11 Land Use and Planning

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Physically divide an established community?	☐	☐	☒	☐
b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	☐	☐	☒	☐

4.11.1 Environmental Setting

The Project site is within the City's Sphere of Influence and has a planned land use designation of LD – Low Density Residential (and a small oddly shape piece planned high density residential and open space). The Project is subject to annexation and a pre-zone/rezone. The proposed zone district is the P-D (4500) Zone District, which is consistent with the planned land use designations (blended density). Overall, the proposed use is consistent with the planned land use designation and proposed zone district.

4.11.2 Impact Assessment

a) Would the project physically divide an established community?

Less than Significant Impact. Typically, physical division of an established community is associated with new, intersecting roadways, or new incompatible uses inconsistent with the planned or existing land uses. The Project site is currently used for agricultural operations but has a planned land use designation for residential uses. The site is surrounded by agricultural land to the north, south, and west, the Fresno River to the south, and vacant land to the east. The vacant land to the east is currently undergoing residential development. Further, the properties to the north, south, east, and west are planned for residential uses. Therefore, the proposed use of the Project site is compatible with the surrounding properties in that the area is planned for residential development.

The Project will introduce new roadways. However, the proposed roadways are local streets that are internal to the subdivision. The local streets are necessary to provide for internal circulation. A future collector, "B Street", is also proposed and will bound the site to the west. The proposed local and collector streets will be constructed per City of Madera Standards and will provide for safe access to Cleveland Avenue. Therefore, the new roadways are necessary for internal circulation and would not physically divide an established community since they are internal to the subdivision.

As such, the Project does not represent a significant change in the surrounding area as it will develop a site planned for residential uses with a residential development. This development is compatible with the planned land uses within the area. In addition, the new roadways will be internal to the development and

are necessary to provide for safe internal circulation and access to Cleveland Avenue. For these reasons, the Project would have a less than significant impact.

b) Would the project cause a significant environmental conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?

Less than Significant Impact. As noted above, the proposed use is consistent with its land use designations. Development of the proposed Project in accordance with the General Plan would require consistency with various federal, State, and local plans, policies, and regulations. Policy conflicts do not, in and of themselves, constitute a significant environmental impact. Policy conflicts are considered to be environmental impacts only when they would result in direct physical impacts or where those conflicts relate to avoiding or mitigating environmental impacts. As such, associated physical environmental impacts are discussed in this document under specific topical sections, such as Biological Resources, Cultural Resources, and Tribal Cultural Resources; however, a discussion of certain land use plans, policies, and regulations that are applicable to the proposed Project are included below. Table 4-5 provides a comparison of the proposed Project's characteristics with all applicable policies included in the General Plan as they relate to land use issues. As discussed below, the proposed Project is generally consistent with the General Plan.

Table 4-5 Discussion on Land Use Policies in the General Plan

Policy	Policy Language	Consistency Discussion
Policy LU-20	New residential development should be designed to avoid continuous blocks or clusters of dwellings that are connected only by streets, sidewalks, and hardscape. New development shall incorporate amenities which establish a sense of identity at the project or neighborhood level, create opportunities for community interaction, and enhance the visual appeal of the area. Features which accomplish these goals may include pathways, paseos, parks, community gardens, and other semi-public gathering places.	**Consistent.** The proposed Project establishes Development Standards and Design Guidelines to establish cohesive neighborhoods that provide a sense of identity by creating a compact development with a diversity of residential building types, and walkable and bikeable streets that allow for a diverse, well-balanced community.
Policy LU-22	Single family developments need to provide functional outdoor recreational space. The space can be provided either on individual lots or more efficiently as aggregated local public spaces, creating features such as those described in Policy LU-20.	**Consistent.** The proposed Project will provide residential single-family lots that will allow for ample private open space.

Further, through the entitlement process, the Project is reviewed for compliance with applicable regulations inclusive of those adopted for the purpose of avoiding or mitigating environmental effects. Overall, the entitlement process would ensure that the Project complies with the General Plan, Municipal Code, and any other applicable policies. As such, the Project would have a less than significant impact.

4.12 Mineral Resources

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	☐	☐	☐	☒
b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?	☐	☐	☐	☒

4.12.1 Environmental Setting

The California Geological Survey (CGS) classifies and designates areas within California that contain or potentially contain significant mineral resources. Lands are classified into Aggregate and Mineral Resource Zones (MRZs), which identify known or inferred significant mineral resources. According to the California Department of Conservation, CGS's Surface Mining and Reclamation Act (SMARA) Mineral Lands Classification (MLC) data portal, the Project area does not contain any state or locally designated mineral resource.[17] Further, according to the Madera General Plan EIR, the Project Area inclusive of the Project site does not have the potential to affect the availability of any state or locally designated mineral resource.

4.12.2 Impact Assessment

a) Would the project result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?

No Impact. The Project site is not located in an area designated for mineral resource preservation or recovery. Therefore, the Project would not result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state. Therefore, the Project would have no impact.

b) Would the project result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?

No Impact. As described above, the Project site is not located in an area designated for mineral resource preservation or recovery. Therefore, the Project would not result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state. Further, the site is not delineated on the General Plan, a Specific Plan, or other land use plan as a locally important mineral resource recovery site, thus it would not result in the loss of availability of a locally important mineral resource. Therefore, the Project would have no impact.

[17]California Department of Conservation. "Surface Mining and Reclamation Act Mineral Lands Classification data portal." Accessed July 29, 2021, https://maps.conservation.ca.gov/cgs/informationwarehouse/index.html?map=mlc

4.13 Noise

Would the project result in?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	☐	☐	☒	☐
b) Generation of excessive ground borne vibration or ground borne noise levels?	☐	☐	☒	☐
c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	☐	☐	☒	☐

4.13.1 Environmental Setting

In general, there are two (2) types of noise sources: 1) mobile source and 2) stationary sounds. Mobile source noises are typically associated with transportation including automobiles, trains, and aircraft. Stationary sounds are sources that do not move such as machinery or construction sites. The Madera General Plan Noise Element and Madera Municipal Code outlines policies and regulations to mitigate health effects of noise in the community and prevent exposures to excessive noise levels.

4.13.2 Impact Assessment

a) Would the project result in generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?

Less than Significant Impact. Although the Project would result in increased ambient noise level at the Project site, compliance with the General Plan and Chapter 11 of the Madera Municipal Code requirements would result in the Project's compliance with applicable standards. Two (2) noise generating sources of the Project would include construction (short-term, temporary) and operational (long-term) noise, each described below. Overall, the Project would result in a less than significant impact in regard to noise.

Short-Term Noise: Construction. Construction would result in short-term noise impacts. Temporary construction noise impacts from construction activities would be generated from the use of construction equipment for grading the site and building the proposed structures. Construction would not include

equipment such as piledriving that would cause significant noise impacts Further, Project construction is not expected to result in a significant impact because the noise would be generated during daylight hours and not during evening or more noise-sensitive time periods; and the increase in noise would cease upon completion of the Project. As is the case for this Project, the site is within an area that is experiencing ongoing development of vacant sites. For these reasons, the Project would have a less than significant impact in regard to construction noise impacts.

Long-Term Noise: Operations. As indicated by General Plan Policy N-13, a 5 db increase in CNEL or Ldn noise levels shall be normally considered to be a significant increase in noise. Therefore, the significance criteria define a significant impact to occur if the project would result in a substantial (5 dBA or greater) permanent increase in ambient noise levels in the project vicinity above levels existing without the project.

The proposed Project would generate an additional 2,021 average daily trips (ADT). The majority of these trips would utilize Cleveland Avenue. If we assume 80% of these ADTs will utilize Cleveland Avenue, the project will result in 1,616 new trips along this corridor. A FHWA Roadway Noise Level Analysis was conducted on February 27, 2020. This study determined that the CNEL at 50-feet from the near travel lane centerline to be 62.79 dB for Cleveland Avenue between the Road 24 alignment and Westbury Avenue. The ADT assumed in this analysis for this stretch of roadway was 2,349. If we add 1,616 new trips, the new ADT with the project would be 3,965. Based on this same noise analysis noted above, nearby street segments in the City of Madera with similar ADTs have a CNEL (dBA) at 50 ft. from Centerline of Outermost Lane of between 66.1 and 66.5 dB. Looking at this conservatively, the increase would be 3.71 dBA, which is below the threshold. In addition to this, to reduce traffic noise at outdoor living areas, typical noise mitigation would include the construction of a stand-alone sound wall which reduces noise levels by approximately 5 to 10 dBA. The proposed Project includes the construction of a sound wall along Cleveland Avenue, resulting in a less than significant impact.

b) Would the project result in generation of excessive ground borne vibration or ground borne noise levels?

Less than Significant Impact. Construction equipment has the potential to generate vibrations throughout the ground, depending on the equipment and methods used, distance to the affected structures, and soil type. It is not anticipated that the Project would generate excessive ground borne vibration or ground borne noise levels, given the type of improvements associated with residential development. Further, construction or operation of the Project would not involve equipment that would generate substantial groundborne vibration of ground borne noise levels. Thus, the Project would result in a less than significant impact.

c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?

Less than Significant Impact. As required by the Caltrans Division of Aeronautics, the Madera County ALUC must prepare an ALUCP for public and public use airport within its jurisdiction. An ALUCP guides local jurisdictions in determining appropriate compatible land uses with detailed findings and policies. The Madera County ALUC adopted the Madera Countywide Airport Land Use Plan, which covers the Madera Municipal Airport and the Chowchilla Municipal Airport. The proposed Project, other City land use plans, and all City land use decisions must be compatible with the adopted ALUCP. The ALUCP includes CNEL noise contours based on projected airport and aircraft operations. The purpose of these noise contours is to

minimize the effect of airport and aircraft noise on the adjacent community by determining land use compatibility and locations for noise mitigation measures during the planning, design, and development process.

The Madera Countywide ALUCP establishes land uses that are either acceptable or unacceptable within each CNEL noise contour based on the noise sensitivity of the particular use. Noise-sensitive land uses such as residential uses are typically only acceptable in areas outside the 65 dBA CNEL and greater noise contours. It is within these areas that the Madera County ALUC has determined that residential uses can occur while still minimizing the effects of adjacent and overhead aircraft noise on noise-sensitive receptors. Any land use decision made within the jurisdictional boundary of the ALUCP, based upon policies set forth by the General Plan, must be consistent with the ALUCP, including the land use compatibility policies based on CNEL noise contours, as required by law.

The Madera Municipal Airport is located approximately ½ mile directly north of the Project site. The Project site lies beyond the 65 dBA CNEL noise contours and thus it us within an acceptable area for residential uses. As such, the proposed Project would not include new residential uses or similar noise-sensitive land use proposed for areas susceptible to aircraft noise levels exceeding those levels that are typically considered acceptable.

There are no private airstrips operating within or near the project. As a result, any noise associated with private airstrips would not result in substantial noise levels for the project. Therefore, the proposed Project would not result in impacts from adjacent and overhead aircraft noise on noise-sensitive land uses. Therefore, impacts associated with noise produced by public, public use, or private airports in the Project Area would be less than significant.

4.14 Population and Housing

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	☐	☐	☒	☐
b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☒

4.14.1 Environmental Setting

The following section utilizes data from the U.S. Census Bureau (Census) and the City's General Plan Housing Element.[18]

Population. The City's General Plan Housing Element estimated the population of Madera was 63,008 in 2014. Between 2010 and 2014, the City's population grew by 1,592 residents, approximately 0.6 percent. The US Census QuickFacts estimated that the population of Madera had increased to 65,706 in 2018.[19]

Housing. The City's Housing Element estimated that the housing stock in 2014 consisted of approximately 17,240 housing units.[20] Although a more recent estimate of the number of housing units in Madera is not available, the US Census QuickFacts estimated that 18,037 households existed in Madera in 2018. The majority of households consist of owner-occupied housing units (48.5 percent) and the remainder were renter-occupied housing units (51.5 percent). The average household size within the City is approximately 3.55 persons per household, which is slightly higher than the County's average of 3.28 persons per household.

[18] City of Madera. (2015). City of Madera 2016-2024 Housing Element Update. Accessed on August 6, 2021, https://www.madera.gov/wp-content/uploads/2015/11/MadHE_Adopted_12-02-15_Highlighted.pdf
[19] US Census Bureau, "US Census QuickFacts," Accessed August 6. 2021, www.census.gov/quickfacts/fact/table/maderacitycalifornia/HSD310218
[20] City of Madera. (2015). City of Madera 2016-2024 Housing Element Update. Accessed on August 6, 2021, https://www.madera.gov/wp-content/uploads/2015/11/MadHE_Adopted_12-02-15_Highlighted.pdf

4.14.2 Impact Assessment

a) Would the project induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?

Less than Significant Impact. The Project area is planned for residential development. The proposed Project is consistent with the residential planned land use designation. CEQA Guidelines Section 15126.2(d) requires that a CEQA document discuss the ways in which the proposed Project could foster economic or population growth, or the construction of additional housing, either directly or indirectly, in the surrounding environment. The CEQA Guidelines provide the example of a major expansion of a wastewater treatment plant that may allow for more construction within the service area. The CEQA Guidelines also note that the evaluation of growth inducement should consider the characteristics of a project that may encourage or facilitate other activities that could significantly affect the environment. This impact will first discuss the potential for direct and indirect growth inducement and then address consistency with regional population and growth projections. Direct and Indirect Growth Inducement consists of activities that directly facilitate population growth. The construction of new dwelling units is considered an activity that directly results in population growth.

A key consideration in evaluating growth inducement is whether the activity in question constitutes "planned growth". A residential project that is consistent with the underlying General Plan would generally be considered planned growth because it was previously contemplated by these long-range documents, and, thus, would not be deemed to have a significant growth-inducing effect.

In addition, the extension of this urban infrastructure is "growth accommodating" because it is intended to facilitate planned growth. This relatively small population will not affect any regional population, housing or employment projections anticipated by City policy documents. Thus, since the proposed Project is considered planned growth, the impact is less than significant.

b) Would the project displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?

No Impact. The Project site is currently used for agricultural uses and will not result in the displacement of people or housing. Therefore, the Project would have no impact.

4.15 Public Services

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
Fire protection?	☐	☐	☒	☐
Police protection?	☐	☐	☒	☐
Schools?	☐	☐	☒	☐
Parks?	☐	☐	☒	☐
Other public facilities?	☐	☐	☒	☐

4.15.1 Environmental Setting

The Project is located within the City of Madera Sphere of Influence and will be annexed into the City and thus, would receive public services provided by the City of Madera and will be subject to fees to provide such services.

Fire Protection. Fire protection and emergency medical services will be provided by the Madera City Fire Department, which is administered by the California Department of Forestry and Fire Protection (CAL Fire) through a cooperative fire protection agreement. Policy direction remains with the Madera City Council and all permanent Fire Department staff are CAL Fire employees. The Department currently has three operational fire stations:

- Fire Station 56. Located at 317 North Lake Street, approximately 3 miles east of the Project site
- Fire Station 57. Located at 200 South Schnoor Street, approximately 3 miles southeast of the Project site
- Fire Station 58. Located at 2558 Condor Drive, a little over a 1-mile northeast of the Project site.

The Fire Department staffs two fire engines and one mini-pumper. One of the engines features a 50- foot tele-squirt aerial ladder. City fire protection services provided include fire prevention and suppression,

emergency medical assistance, rescue, public assistance, fire menace standby, safety inspections, and review of building plans for compliance with applicable codes and ordinances.

Police Protection. Police protection services are provided to the project area by the City of Madera Police Department (MPD). MPD headquarters is located at 330 South C Street. According to the most recent MPD annual report, the MPD has 70 sworn officers and 34 non-sworn employees. In 2019, MPD handled 60,432 calls for services and the average response time for emergency calls was 5 minutes and 21 seconds, including calls such as an armed robbery or burglary in progress, person not breathing, or traffic collisions involving injuries.[21]

Schools. Madera Unified School District (MUSD) schools serving the project include Lincoln Elementary School, a transitional kindergarten (TK) through 8th grade (TK-8) facility, Thomas Jefferson Middle School, a 7th-8th grade facility, and Madera High School, a 9th-12th grade facility.

Parks and Recreation. The City of Madera owns and maintains 26 parkland facilities, including three community parks, five neighborhood parks, four pocket parks, four linear parks, two trails, and eight special use facilities. The facilities include 320 acres, not included building grounds, landscape buffer areas, median islands, and park strips.

4.15.2 Impact Assessment

a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

Fire Protection:

Less than Significant Impact. The Project site will be annexed into the City and therefore will be served by the Madera Fire Department. The site is located a little over a mile southwest of the City of Madera Fire Department, Station #58. The project would be required to comply with standard requirements including the Madera Municipal Code and current California Fire Code, including provision of fire hydrants. The City of Madera Engineering Division reviewed the Project and required the project to comply with the following conditions:

- A water system shall be designed to meet the required fire flow for the type of development planned and approved by the fire department. Fire flows shall be determined by Uniform Fire Code appendix III-A.
- Unless the City Engineer or fire flow analysis specifies larger water lines, a minimum of 8 inches in diameter shall be installed in all streets. Water main installation shall be per City of Madera installation procedures and guidelines. Any new water main or fire hydrant line installations of 18 feet or more shall be sterilized in accordance with the water main connection procedures, including the temporary use of a reduced pressure assembly. Water service connections are required to be

[21] City of Madera. (2019). City of Madera Police Department Annual Report 2019. Accessed on August 6, 2021, https://www.madera.gov/wp-content/uploads/2020/10/PD-Annual-Report-Final.pdf

hot tap type connection to existing city main. If the subdivision is constructed in phases, blow-offs will be required at each termination point. All water system bacterial analysis testing costs shall be reimbursed to the City prior to approval of any units for final occupancy. Fees shall be based on rates established by the Department of Public Works.

- Infrastructure shall be installed to the extent necessary to provide a looped water main system that provides an adequate potable water supply that meets fire flow requirements for each phase. Water mains shall be constructed to current City standards in effect at time of construction.
- Prior to beginning any framing construction, approved fire hydrants shall be installed in accordance with spacing requirements for residential development (400 feet) or commercial development (300 feet). For each phase, a copy of the preliminary water and hydrant location plan shall be provided to the City Engineer and the fire protection planning officer for review and approval. Fire hydrants shall be constructed in accordance with City Standard W-26. Fire hydrant pavement markers shall be installed as soon as the permanent pavement has been installed.
- For subdivisions, water services shall be placed 3 feet from either property line, opposite of streetlight and fire hydrant installations, installed and tested at the time the water main is installed, and identified on the curb face. Water meters shall not be located within driveway approaches or sidewalk areas. Water services shall not be located at fire hydrant or streetlight locations.
- The divided community entry streets within the TSM shall be in accordance with plans approved by the City Engineer and the Fire Marshall. Landscaping shall be maintained by the Landscape Maintenance District.
- An approved on-site or off-site turn-around shall be provided at the end of each stub-out or roadway 150 feet or more in length pursuant to the uniform fire code. Cul-de-sacs shall be no longer than 450 feet. Any off-site turn-around shall have a maintenance covenant and easement recorded prior to recording of final map. The developer is responsible for all fees associated with the approval of all documents.
- If developed in phases, each phase shall have two (2) points of vehicular access within a recorded easement for fire and other emergency equipment and for routes of escape which will safely handle evacuations as required by emergency services personnel. An all-weather access road shall be two inches of type "A" asphalt over 6 inches of 90% compacted native soil or 4 inches of Class II aggregate base capable of withstanding the imposed loads of fire apparatus. A maintenance covenant and easement along with associated fees shall be recorded prior to recording the final map for any phased development.

In addition, the proposed buildings are required to be fully sprinklered and adequate fire access shall be provided. In addition, the Project would be subject to Fire Department Impact Fees to offset any impacts. Given the fact that the Project would be required to meet standard requirements, which would minimize the need for services, and that the Project would not result in a need for new or altered facilities, the Project would have a less than significant impact.

Police Protection

Less than Significant Impact. The Project site, when annexed, will be within city limits and therefore will be served by the Madera Police Department. The Police Department Headquarters are located 4.5 miles southeast of the site. The Project site is located immediately adjacent to a residential area that is currently served by the Police Department; the addition of the subdivision within a growing residential area would not cause the Department to significantly expand its existing service area or construct a new facility to serve the Project site.

Schools

Less than Significant Impact. Educational services for the proposed Project will be provided by the Madera Unified School District (MUSD). MUSD schools serving the project include Lincoln Elementary School, Thomas Jefferson Middle School, and Madera High School. The Project developer will be required to pay a School Impact Fee to mitigate impacts to the school. Funding for schools and school facilities impacts is outlined in Education Code Section 17620 and Government Code Section 65995 et. seq., which governs the amount of fees that can be levied against new development. These fees are used to construct new or expanded school facilities. Payment of fees authorized by the statute is deemed "full and complete mitigation." The proposed Project will be required to pay impact fees from new development based on the Developer Fee rates that are in place at the time payment is due. The payment amount is determined by the School District and the State Allocation Board (SAB). Payment of the applicable impact fees by the Project applicant would fund capital and labor costs associated with providing school services to the Project. For these reason, the project's impacts would be less than significant.

Parks

Less than Significant Impact. As a new subdivision, the Project would be subject to requirements of the Quimby Act, including land dedication and payment of fees in-lieu thereof (or a combination of both). The Quimby Act authorizes the City to require dedication of parkland or the payment of fees in-lieu of such dedication in set amounts to meet the needs of the community for parkland. For reference, the nearest public parks to the Project site are the Rotary Dog Park, which is located approximately two miles east of the site on the east side of Highway 99 and the Lions Town and Country Park, which is located approximately two miles southeast of the site on the west side of South Schnoor Street.

Park and recreational facilities are typically impacted by an increase in use from proposed residential development. The Project proposes a residential use and thus, would result in a net increase in the area population. Relevant to the proposed Project, Madera General Plan Policy LU-22 states, "single family developments need to provide functional outdoor recreational space. The space can be provided either on individual lots or more efficiently as aggregated local public spaces, creating features such as those described in Policy LU-20." As shown on the site plan (Figure 2-7), the Project proposes ample open space on individual lots. The proposed development standards require a minimum 15-foot rear yard and 25% of the front yard to be landscaped. Therefore, the Project provides open space as required. The Project would thereby not directly result in need for new or physically altered parks, the construction of which could cause significant environmental impacts. For these reasons, the Project would have a less than significant impact.

Other Facilities

Less than Significant Impact. Development of the Project will increase the demand for other public services. However, the small increase in demand will not require construction of additional facilities. In addition, payment of development impact fees will be required for the proposed Project. Thus, the Project would not result in the need for new or altered facilities to provide other public services and thus the project will result in a less than significant impact.

4.16 Recreation

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	☐	☐	☒	☐
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	☐	☐	☐	☒

4.16.1 Environmental Setting

As a new subdivision, the Project would be subject to requirements of the Quimby Act, including land dedication and payment of fees in-lieu thereof (or a combination of both). The Quimby Act authorizes the City to require dedication of parkland or the payment of fees in-lieu of such dedication in set amounts to meet the needs of the community for parkland. For reference, the nearest public parks to the Project site are the Rotary Dog Park, which is located approximately two miles east of the site on the east side of Highway 99 and the Lions Town and Country Park, which is located approximately two miles southeast of the site on the west side of South Schnoor Street.

4.16.2 Impact Assessment

a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?

Less than Significant Impact. Park and recreational facilities are typically impacted by an increase in use from proposed residential development. The Project proposes a residential use and thus, would result in a net increase in the area population. Relevant to the proposed Project, Madera General Plan Policy LU-22 states, "single family developments need to provide functional outdoor recreational space. The space can be provided either on individual lots or more efficiently as aggregated local public spaces, creating features such as those described in Policy LU-20." As shown on the site plan (Figure 2-7), the Project proposes ample open space on individual lots. The proposed development standards require a minimum 15-foot rear yard and 25% of the front yard to be landscaped. Therefore, the Project provides open space as required. Furthermore, as a new subdivision, the Project is subject to the requirements of the Quimby Act, including land dedication and payments of fees in-lieu thereof (or a combination of both). Quimby Act requirements would ensure that the Project meets the needs of the community for parkland, thereby reducing any significant impacts related to recreation. As such, the Project not directly result in the increased use of

parks or recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated. For these reasons, the Project would have a less than significant impact.

b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?

No Impact. As stated under criterion a) above, the Project proposes ample open space on individual lots. The open space is in accordance with the applicable development standards. Thus, the Project's open space would not have an adverse physical effect on the environment.

4.17 Transportation

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Conflict with a program plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities?	☐	☐	☒	☐
b) Conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)??	☐	☐	☒	☐
c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	☐	☐	☒	☐
d) Result in inadequate emergency access?	☐	☐	☒	☐

4.17.1 Environmental Setting

Under Senate Bill 743 (SB743), traffic impacts are related to Vehicle Miles Traveled (VMT). The VMT metric became mandatory on July 1, 2020. To-date, a VMT significance threshold has not been adopted by the City of Madera or County of Madera. To evaluate the significance of the Project as it relates to VMT, Section 15064.3 of the CEQA Guidelines and the Office of Planning and Research (OPR) 2018 Technical Advisory on Evaluating Transportation Impacts in CEQA were used. Pursuant to Section 15064.3(b) of the CEQA Guidelines, if existing models or methods are not available to estimate the VMT for the particular project being considered, a Lead Agency may analyze the project's VMT qualitatively. Such a qualitative analysis would evaluate factors such as the availability of transit, proximity to other destinations, etc.

The Project Area is located at the western edge of the City. Within the City of Madera, all major roadways are classified based on the City's General Plan Circulation Master Plan. Following is a brief description of the roadways located within the project area.

Cleveland Avenue. Cleveland Avenue is an east-west divided arterial within the City of Madera. In the City's Circulation Master Plan, Cleveland Avenue is designated as "Urban Arterial" under existing conditions. Under the General Plan, Cleveland Avenue is designated as a six-lane "Urban Arterial" between Schnoor Street and SR 99, and as a four-lane "Urban Arterial" between Granada Drive and Schnoor Street and between Sharon Road and D Street.

4.17.2 Impact Assessment

a) Would the project conflict with a plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities?

Less than Significant Impact. The proposed Project would be required to comply with all project level requirements implemented by a program, plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities, including the MCTC active transportation plan adopted in May of 2018. Based on Engineering comments prepared for the project, standard pedestrian facilities (sidewalks) are required. The Project is required to submit improvement plans, including roadway improvements, for review and approval by the City Engineer to ensure improvements will be consistent with City standards. Therefore, there would be a less than significant impact.

b) Would the project conflict or be inconsistent with CEQA Guidelines section 15064.3 subdivision (b)?

Less than Significant Impact. Senate Bill (SB) 743 requires that relevant CEQA analysis of transportation impacts be conducted using a metric known as vehicle miles traveled (VMT) instead of Level of Service (LOS). VMT measures how much actual automobile travel (additional miles driven) a proposed Project would create on California roads. If the project adds excessive automobile travel onto roads, then the project may cause a significant transportation impact.

The State CEQA Guidelines were amended to implement SB 743 by adding Section 15064.3. Among its provisions, Section 15064.3 confirms that, except with respect to transportation projects, a project's effect on automobile delay shall not constitute a significant environmental impact. Therefore, LOS measures of impacts on traffic facilities are no longer a relevant CEQA criteria for transportation impacts.

According to the Governor's Office of Planning and Research's (OPR) Technical Advisory on Evaluating Transportation Impacts in CEQA, land use projects, residential, office, and retail projects tend to have the greatest influence on VMT. For that reason, OPR recommends the quantified thresholds described above for purposes of analysis and mitigation. Lead agencies, using more location-specific information, may develop their own more specific thresholds, which may include other land use types." Neither the City of Madera nor the County's Regional Transportation Planning Agency (Madera County Transportation Commission (MCTC)), have established VMT thresholds or guidelines. Since the MCTC and the City of Madera do not have established thresholds or guidelines, the state guidelines, including the Technical Advisory, have been utilized as the default methodology used to analyze VMT impacts.

In regard to recommended thresholds for residential projects, the OPR advises: "a proposed Project exceeding a level of 15 percent below existing VMT per capita may indicate a significant transportation impact. Existing VMT per capita may be measured as regional VMT per capita or as city VMT per capital." Thus, residential development that would generate vehicle travel that is 15 or more percent below the existing residential VMT per capita, measured against the region or city, may indicate a less-than significant transportation impact.

Using this methodology, if it can be determined that the Project would generate vehicle travel that is more than 15% below the existing County residential VMT per capita, then the project can be determined to be less than significant. Table 4-6 shows the VMT per capita for the Madera County region under existing conditions (2019), in addition to the VMT per capita for the Project's Transportation Analysis Zone (TAZ). As shown, the average residential VMT per capita in Madera County is 14.64 miles per day. The Project is located within TAZ 2544 of the California Statewide Travel Demand Model (CSTDM), Version 2 (2016), which has an average home-based VMT per capita of 10.41. When compared to VMT per capita for the County, the TAZ average is approximately 29% less than the regional average. Because 29% is more than the 15% threshold, the Project's impact would be less than significant.

Table 4-6 VMT Statistics for Madera County, 2019

VMT Metric	Regional Average (2019)	TAZ Average (2016)	Difference (%)
VMT per Capita	14.64 miles	10.41 miles	29%

Source: Travel Demand Forecasting Model (MCTC 2018) and Caltrans VMT Output File by CSTDM TAZ

Although the VMT impacts from the proposed Project can be determined to be less than significant, the Project will comply with several mitigation measures outlined in the State's Technical Advisory referenced above. Potential measures include improved or increased transit access and improved pedestrian/bicycle networks or transit service. In addition, the Project includes the installation of sidewalks consistent with City standards, which will improve the pedestrian network and provide increased access to transit.

c) Would the project substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?

Less than Significant Impact. The Project design does not contain any features that would create a hazard or incompatible uses. Further, the Project does not propose any incompatible uses and is consistent with other development in the area because it is similar in nature to surrounding uses. In addition, the Project was reviewed by multiple City departments, including Fire and Engineering, to ensure that site layout conforms to applicable regulations and codes. Therefore, the Project would be consistent with and adhere to design and site layout guidelines and would thereby have a less than significant impact.

d) Would the project result in inadequate emergency access?

Less than Significant Impact. The Project does not involve a change to any emergency response plan. Access points to the Project were reviewed by the City of Madera's Engineering Department and Fire Department. Standard conditions have been imposed to ensure adequate site access. In the case that Project construction requires lane closures, access through Cleveland Avenue would be maintained through standard traffic control and therefore, potential lane closures would not affect emergency evacuation plans. Thus, the impact would be less than significant.

4.18 Tribal Cultural Resources

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:	☐	☐	☒	☐
i) Listed or eligible for listing in the California Register of Historical Resources, or in the local register of historical resources as defined in Public Resources Code section 5020.1(k), or	☐	☐	☒	☐
ii) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.	☐	☐	☒	☐

4.18.1 Environmental Setting

Assembly Bill 52 (AB 52) requires consultation with California Native American tribes during the CEQA process to determine potential effects of proposed Projects on a tribal cultural resource. Pursuant to Public Resources Code (PRC) Section 21080.3.1, the lead agency shall begin consultation with the California Native American tribe that is traditionally and culturally affiliated with the geographical area of the proposed Project. Such significant cultural resources are either sites, features, places, cultural landscapes, sacred places, and objects with cultural value to a tribe which is either on or eligible for inclusion in the California Historic Register or local historic register, or, the lead agency, at its discretion, and support by substantial evidence, choose to treat the resources as a Tribal Cultural Resources (PRC Section 21074(a) (1-2)). To-date, the City of Madera has not received a request from any California Native American tribes in the geographic area to be notified about projects in the city of Madera.

Generally, the term 'cultural resources' describes property types such as prehistoric and historical archaeological sites, buildings, bridges, roadways, and tribal cultural resources. As defined by CEQA, historical resources include sites, structures, objects, or districts that may have historical, prehistoric, architectural, archaeological, cultural, or scientific importance. Such resources are eligible for listing in the California Register of Historic Resources by the State Historical Resources Commission. According to the Madera General Plan, there are approximately 54 historic buildings/structures and sites in the city. Places of contemporary historical significance include the Madera County Courthouse, Luther Burbank School, and Dixie Motel. There are also many paleontological resources that have been discovered at the Fairmead landfill (approximately 18-miles northwest of the city). In addition, it is likely that archaeological and cultural resources exist along waterways.

In recent history, the Project site has been designated and operated as agricultural land. The existing site contains a single-family residential dwelling (1,395 sf.) and metal barn for agricultural equipment and related storage. These structures are located on the northeast corner of the site. A north-south/east-west Pacific Gas and Electric Company (PG&E) easement bounds the Project site. There are no other improvements or structures on-site. Cleveland Avenue, a two-lane, east-west Arterial forms the northerly Project site boundary and Road 24 Alignment forms the easterly Project site boundary. The Fresno River south of the Project site forms the Project's southern boundary. The river has been subject to channelization and modification for agricultural irrigation.

Topography is generally flat. The existing biotic conditions and resources of the Project site can be defined primarily as agricultural with a majority of the site containing almond orchards. Trees, shrubs, and ruderal and herbaceous vegetation surround the single-family residential dwelling. There are approximately 15 trees surrounded the residence. The Project site is surrounded by agricultural land to the north, south, and west, the Fresno River to the south, and vacant land to the east. The properties to the north, south, east, and west are planned for residential uses. Agricultural activities have significantly altered the Project site and surrounding properties.

Record Search

The Southern San Joaquin Valley Information Center (SJVIC) conducted a California Historical Resources Information System (CHRIS) Record Search for the Project site and surrounding area (0.25-mile radius) on August 3, 2021 (SJVIC File Number 21-286). The search results do not show any formally recorded prehistoric or historic archeological resources or historic buildings within the Project area or within the immediate vicinity of the Project area. In addition, no resources that are known to have value to local cultural groups have been formally reported to the SJVIC. The SJVIC Correspondence is provided in Appendix B.

4.18.2 Impact Assessment

a) Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:

i) Listed or eligible for listing in the California Register of Historical Resources, or in the local register of historical resources as defined in Public Resources Code section 5020.1(k), or

Less than Significant Impact. As discussed in Section 4.5, the Project site does not contain any property or site features that are eligible for listing in the California Register of Historical Sources, or in a local register of historical resources as defined in PRC Section 5020.1(k). Nevertheless, there is some possibility that a non-visible, buried site may exist and may be uncovered during ground disturbing construction activities which would constitute a significant impact. Madera General Plan Action Item HC-9.2 imposes the following condition on all discretionary projects which may cause ground disturbance pursuant to Public Resources Code Section 21082.2: "The Planning Department shall be notified immediately if any prehistoric, archaeologic, or fossil artifact or resource is uncovered during construction. All construction must stop and an archaeologist that meets the Secretary of the Interior's Professional Qualifications Standards in prehistoric or historical archaeology shall be retained to evaluate the finds and recommend appropriate action." Thus, if such resources were discovered, implementation of the required condition would reduce the impact to less than significant. As such, the Project would have a less than significant impact.

ii) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.

Less than Significant Impact. The Project site has not been determined by the City of Madera to be a significant resource pursuant to Public Resources Code Section 5024.1 and to-date, no substantial information has been provided to the City to indicate otherwise. Further, the Project site, inclusive of site features, is not listed in the California Register of Historical Sources. However, there is some possibility that a non-visible, buried site may exist and may be uncovered during ground disturbing construction activities which would constitute a significant impact. Madera General Plan Action Item HC-9.2 imposes the following condition on all discretionary projects which may cause ground disturbance pursuant to Public Resources Code Section 21082.2: "The Planning Department shall be notified immediately if any prehistoric, archaeologic, or fossil artifact or resource is uncovered during construction. All construction must stop and an archaeologist that meets the Secretary of the Interior's Professional Qualifications Standards in prehistoric or historical archaeology shall be retained to evaluate the finds and recommend appropriate action." In such a case, the California Native American Heritage Commission would also be notified. Thus, if such resources were discovered, implementation of the required condition would reduce the impact to less than significant. As such, the Project would have a less than significant impact.

4.19 Utilities and Service Systems

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?	☐	☐	☒	☐
b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry, and multiple dry years?	☐	☐	☒	☐
c) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	☐	☐	☒	☐
d) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	☐	☐	☒	☐
e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?	☐	☐	☒	☐

4.19.1 Environmental Setting

The Project site is subject to annexation and thus, would be required to connect to water, sewer, stormwater, and wastewater services provided by the City of Madera and may be subject to fees to be provided such services. The Project's proposed residential land use has been previously analyzed within the City's planning documents including the Water System Master Plan (2014), Sanitary Sewer System Master Plan (2014), Storm Drainage System Master Plan, and Urban Water Management Plan (2015).

4.19.2 Impact Assessment

a) Would the project require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas or

telecommunications facilities, the construction or relocation of which could cause significant environmental effects?

Less than Significant Impact. Because the Project is subject to annexation, it will be required to connect to existing water, wastewater, stormwater, electricity, natural gas, and telecommunications systems. As part of these connections, the Project would be required to install master planned water supply, sewer, and stormwater drainage facilities in accordance with the Water System Master Plan (2014), Sanitary Sewer System Master Plan (2014), Storm Drainage System Master Plan, and Urban Water Management Plan (2015). The Project's proposed connections are described as follows.

Water. The Project will include installation of a 12-inch water main from the Road 24 Alignment east of the Project site. The 12-inch water main will be installed along Cleveland Avenue and B Street.

Wastewater. Wastewater services will be provided for the Project site. Wastewater from the site will be conveyed to the existing City of Madera Wastewater Treatment Plant through the existing Westberry Trunkline. Further, it has been confirmed that the Melanie Meadows sewer lift station has the capacity to serve the Project.

Stormwater. Applicant proposes the construction of a temporary stormwater drainage basin to the north of the Project site, north of Cleveland Avenue, for stormwater drainage.

Electricity and natural gas. PG&E, the natural gas and electric service provider for the area, incrementally expands and updates its service system as needed to serve its users.

Telecommunications. Accordingly, telecommunications providers in the area incrementally expand and update their service systems in response to usage and demand.

In addition, the City has reviewed the Project to ensure compliance with applicable requirements and regulations in addition to determining adequate capacity in these systems to accommodate development within the Project area. Further, while the Project would introduce new uses to an undeveloped site, the type and intensity of development is consistent with the land use designation for which it was previously planned. For these reasons, the Project would not cause significant environmental effects and therefore would have a less than significant impact.

b) Would the project have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry, and multiple dry years?

Less than Significant Impact. As discussed in Section 4.10, anticipated buildout of the Project would increase water demands within the Project area and as a result, the Project would increase the need for sustainable water sources. The Project will be required to connect to the City of Madera water system. Per State law, new water connections including landscape areas are required to be constructed to current City standards including Automatic Meter Reading (AMR) installed within the City right-of-way and backflow prevention device within private property. In addition, the landscaping shall be subject to the Model Water Efficient Landscape Ordinance (MWELO) which requires new development to meet water efficiency standards.

While the Project would introduce new uses to an undeveloped site, the type and intensity of development is consistent with the land use designation for which it was previously planned. Water impacts for the Project were evaluated by the City Engineer. Based on the City's review, the Project is required to install a master-planned water supply facilities in accordance with the City of Madera Water System Master Plan.

In particular, the Project is required to install a 12-inch water main in Cleveland Avenue from the Road 24 alignment to the western edge of the Project frontage, and a 12-inch water main in "B Street" from Cleveland Avenue to the southern edge of the Project frontage. As an additional measure, the Project is required to install recycled/non-potable water facilities to serve future landscape areas, park strips, and front and back yards. With these installation requirements, the City has determined there is adequate capacity based on the estimated water consumption. For these reasons, the Project would have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry, and multiple dry years. Therefore, the Project would have a less than significant impact.

c) Would the project result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?

Less than Significant Impact. The City of Madera Wastewater Treatment Plant (WWTP) is the regional facility for disposal of wastewater for residential, commercial, and industrial accounts. As previously mentioned, the Project is consistent with the planned land use designation previously accounted for in the Madera General Plan. The wastewater impacts for the Project were evaluated by the City Engineer to ensure compliance with the City's wastewater treatment requirements and capacity. Based on the City's review, the Project is required to install master-planned sewer facilities in accordance with the City of Madera Sanitary Sewer System Master Plan. In particular, the Project is required to install a 15-inch main from the Road 24 alignment to the western edge of the Project frontage. With this installation requirement, the City has determined there is adequate capacity based on the estimated sewage collection and treatment demand. For these reasons, the Project would not exceed wastewater treatment requirements such that a new facility would be required, nor would the existing WWTP Facility need to be expanded. As such, the Project would have a less than significant impact.

d) Would the project generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?

Less than Significant Impact. Future residences will be served by the City's contracted waste hauler. The Project would be required to comply with Madera Municipal Code, Title V: Sanitation and Health, Chapter 3: Garbage, Refuse, and Recycling, which outlines requirements and specifications for solid waste collection. For construction and demolition recycling, the Project would be subject to compliance with Madera Municipal Code Section 5-3.30: Construction and Demolition Debris Recycling which is in accordance with Assembly Bill (AB) 939 and CALGreen. In addition, the Madera General Plan outlines goals and policies for source reduction and recycling including Policy C1-62, C1-63, C1-64, and C1-65. Compliance with these measures and policies would serve to reduce impacts of solid waste by promoting regular collection and encouraging the recycling of materials. For this reason, the Project would have a less than significant impact.

e) Would the project comply with federal, state, and local management and reduction statutes and regulations related to solid waste?

Less than Significant Impact. Project construction and operations would be required to comply with federal, state, and local management and reduction statutes related to solid waste. Therefore, the Project would not generate substantial amounts of solid waste. Therefore, the Project would have a less than significant impact.

4.20 Wildfire

If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Substantially impair an adopted emergency response plan or emergency evacuation plan?	☐	☐	☐	☒
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrollable spread of wildfire?	☐	☐	☐	☒
c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	☐	☐	☐	☒
d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	☐	☐	☐	☒

4.20.1 Environmental Setting

The Project site is located on a relatively flat property within the city's Urban Growth Area planned for urban uses, including residential development. Further, the Project site is not identified by the California Department of Forestry and Fire Protection (Cal Fire) or the City of Madera as a Very High Fire Hazard Severity Zone (VHFHSZ); rather, the site is within an "area of local responsibility" as defined by Cal Fire and is considered an area of low fire risk.[22] Lastly, the Project would be required to be developed and operate in compliance with all regulations of the current California Fire Code.

4.20.2 Impact Assessment

If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:

[22] Cal Fire, "FHSZ Viewer." Accessed on July 28, 2021, https://egis.fire.ca.gov/FHSZ/

a) Substantially impair an adopted emergency response plan or emergency evacuation plan?

No Impact. The Project site is within an "area of local responsibility" and is not identified by Cal Fire as a Very High Fire Hazard Severity Zone (VHFHSZ). Further, the Project would be required to comply with adopted emergency response plans and emergency evacuation plans and thereby would not substantially impair any such plans. As such, the Project would have no impact.

b) Due to slope, prevailing winds, and other factors exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?

No Impact. The Project site is located on a relatively flat property with minimal slope and is not subject to strong prevailing winds or other factors that would exacerbate wildfire risks. Further, the site is not identified by Cal Fire or the City as a VHFHSZ. Therefore, the Project would have no impact.

c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?

No Impact. The Project site is located on property within the city's Urban Growth Area planned for urban uses, including residential development. Further, the site is within a low fire risk area that is not designated by Cal Fire or the City as a VHFHSZ. Therefore, the Project would have no impact.

d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?

No Impact. The Project site is located on a relatively flat property with minimal slope and is not subject to downslope, downstream flooding, or landslides. Therefore, the Project would have no impact.

4.21 CEQA Mandatory Findings of Significance

Does the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	☐	☒	☐	☐
b) Have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?	☐	☐	☒	☐
c) Have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	☐	☐	☒	☐

4.21.1 Impact Assessment

a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?

Less than Significant Impact with Mitigation Incorporated. The analyses of environmental issues contained in this Initial Study indicate that the Project is not expected to have substantial impact on the environment or on any resources identified in the Initial Study. Standard requirements that will be implemented through the tentative subdivision map review process and one biological mitigation measure have been incorporated in the project to reduce all potentially significant impacts to less than significant. Therefore, the Project would have a less than significant impact.

b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?

Less than Significant Impact. CEQA Guidelines Section 15064(i) states that a Lead Agency shall consider whether the cumulative impact of a project is significant and whether the effects of the project are cumulatively considerable. The assessment of the significance of the cumulative effects of a project must, therefore, be conducted in connection with the effects of past projects, other current projects, and probable future projects. Due to the nature of the project and consistency with environmental policies, incremental contributions to impacts are considered less than cumulatively considerable. All project-related impacts were determined to be less than significant. The Project would not contribute substantially to adverse cumulative conditions, or create any substantial indirect impacts (i.e., increase in population could lead to an increased need for housing, increase in traffic, air pollutants, etc.). As such, project impacts are not considered to be cumulatively considerable given the insignificance of project induced impacts. The impact is therefore less than significant.

c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?

Less than Significant Impact. The analyses of environmental issues contained in this Initial Study indicate that the project is not expected to have substantial impact on human beings, either directly or indirectly. Standard requirements and conditions have been incorporated in the project to reduce all potentially significant impacts to less than significant. Therefore, the Project would have a less than significant impact.

Chapter 5 Mitigation Monitoring and Reporting Program

This Mitigation Monitoring and Reporting Program (MMRP) has been formulated based upon the findings of the Initial Study/Mitigated Negative Declaration (IS/MND) for the Links Ranch Subdivision Project in the City of Madera. The MMRP lists mitigation measures recommended in the IS/MND for the Project and identifies monitoring and reporting requirements.

Table 5-1 presents the mitigation measures identified for the proposed Project. Each mitigation measure is numbered with a symbol indicating the topical section to which it pertains, a hyphen, and the impact number. For example, AIR-2 would be the second mitigation measure identified in the Air Quality analysis of the IS/MND.

The first column of Table 5-1 identifies the mitigation measure. The second column, entitled "When Monitoring is to Occur," identifies the time the mitigation measure should be initiated. The third column, "Frequency of Monitoring," identifies the frequency of the monitoring of the mitigation measure. The fourth column, "Agency Responsible for Monitoring," names the party ultimately responsible for ensuring that the mitigation measure is implemented. The last columns will be used by the City of Madera to ensure that individual mitigation measures have been complied with and monitored.

Table 5-1 Mitigation Monitoring and Reporting Program

Mitigation Monitoring and Reporting Program					
Mitigation Measure/Condition of Approval	**When Monitoring is to Occur**	**Frequency of Monitoring**	**Agency Responsible for Monitoring**	**Method to Verify Compliance**	**Verification of Compliance**
Aesthetics					
Biology					
Prior to the issuance of grading permits, the following measures shall be implemented to reduce potential impacts to western burrowing owls: 1) Preconstruction surveys for western burrowing owls shall be conducted by a qualified biologist in accordance with the California Department of Fish and Wildlife (CDFW) 2012 Staff Report on Burrowing Owl Mitigation, or the most current guidelines. 2) If burrowing owls are identified during the preconstruction survey, avoidance of occupied burrows during the breeding season shall be implemented or passive exclusion, per CDFW's 2012 Staff Report on Burrowing Owl Mitigation, or the most current guidelines (installing one-way doors in burrow openings during the non-breeding season to temporarily exclude burrowing owls, or permanently exclude burrowing owls and close burrows after verifying burrows are empty by site monitoring and scoping) shall be implemented).	Prior to Project Construction	Prior to Project Construction	City of Madera	Review of Documentation Submittal	

Appendix A

CalEEMod Output Files

Links Ranch Subdivision

Madera County, Annual

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
Single Family Housing	214.00	Dwelling Unit	41.00	385,200.00	612

1.2 Other Project Characteristics

Urbanization	Urban	**Wind Speed (m/s)**	2.9	**Precipitation Freq (Days)**	51
Climate Zone	3			**Operational Year**	2024
Utility Company	Pacific Gas & Electric Company				
CO2 Intensity (lb/MWhr)	641.35	**CH4 Intensity (lb/MWhr)**	0.029	**N2O Intensity (lb/MWhr)**	0.006

1.3 User Entered Comments & Non-Default Data

Project Characteristics - default

Land Use - 214 units on 41 acres

Construction Phase - Estimated dates

Grading - total acres

Consumer Products -

Land Use Change -

Sequestration -

Construction Off-road Equipment Mitigation -

Mobile Land Use Mitigation -

Area Mitigation -

Water Mitigation -

Energy Use -

Table Name	Column Name	Default Value	New Value
tblConstructionPhase	NumDays	740.00	365.00
tblConstructionPhase	PhaseEndDate	11/7/2025	5/31/2024
tblConstructionPhase	PhaseEndDate	6/6/2025	12/29/2023
tblConstructionPhase	PhaseEndDate	8/22/2025	3/15/2024
tblConstructionPhase	PhaseStartDate	8/23/2025	3/18/2024
tblConstructionPhase	PhaseStartDate	6/7/2025	1/1/2024
tblGrading	AcresOfGrading	187.50	41.00
tblLandUse	LotAcreage	69.48	41.00
tblSequestration	NumberOfNewTrees	0.00	214.00
tblWoodstoves	NumberCatalytic	41.00	69.48
tblWoodstoves	NumberNoncatalytic	41.00	69.48

2.0 Emissions Summary

2.1 Overall Construction

Unmitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	tons/yr										MT/yr					
2022	0.3641	3.5526	2.9334	6.0300e-003	0.5699	0.1597	0.7296	0.2893	0.1481	0.4374	0.0000	530.7037	530.7037	0.1389	0.0000	534.1773
2023	0.2473	2.1269	2.4159	5.0500e-003	0.0995	0.0918	0.1913	0.0269	0.0864	0.1133	0.0000	445.0623	445.0623	0.0778	0.0000	447.0082
2024	3.6504	0.2970	0.4711	7.7000e-004	6.5700e-003	0.0146	0.0212	1.7500e-003	0.0136	0.0153	0.0000	67.4296	67.4296	0.0183	0.0000	67.8880
Maximum	**3.6504**	**3.5526**	**2.9334**	**6.0300e-003**	**0.5699**	**0.1597**	**0.7296**	**0.2893**	**0.1481**	**0.4374**	**0.0000**	**530.7037**	**530.7037**	**0.1389**	**0.0000**	**534.1773**

Mitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	tons/yr										MT/yr					
2022	0.3641	3.5526	2.9334	6.0300e-003	0.5699	0.1597	0.7296	0.2893	0.1481	0.4374	0.0000	530.7032	530.7032	0.1389	0.0000	534.1768
2023	0.2473	2.1269	2.4159	5.0500e-003	0.0995	0.0918	0.1913	0.0269	0.0864	0.1133	0.0000	445.0619	445.0619	0.0778	0.0000	447.0079
2024	3.6504	0.2970	0.4711	7.7000e-004	6.5700e-003	0.0146	0.0212	1.7500e-003	0.0136	0.0153	0.0000	67.4295	67.4295	0.0183	0.0000	67.8879
Maximum	**3.6504**	**3.5526**	**2.9334**	**6.0300e-003**	**0.5699**	**0.1597**	**0.7296**	**0.2893**	**0.1481**	**0.4374**	**0.0000**	**530.7032**	**530.7032**	**0.1389**	**0.0000**	**534.1768**

Links Ranch Subdivision - Madera County, Annual

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N20	CO2e
Percent Reduction	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**

Quarter	Start Date	End Date	Maximum Unmitigated ROG + NOX (tons/quarter)	Maximum Mitigated ROG + NOX (tons/quarter)
1	**1-1-2022**	**3-31-2022**	0.9713	0.9713
2	**4-1-2022**	**6-30-2022**	1.3356	1.3356
3	**7-1-2022**	**9-30-2022**	0.9525	0.9525
4	**10-1-2022**	**12-31-2022**	0.6661	0.6661
5	**1-1-2023**	**3-31-2023**	0.5880	0.5880
6	**4-1-2023**	**6-30-2023**	0.5938	0.5938
7	**7-1-2023**	**9-30-2023**	0.6003	0.6003
8	**10-1-2023**	**12-31-2023**	0.5880	0.5880
9	**1-1-2024**	**3-31-2024**	0.9486	0.9486
10	**4-1-2024**	**6-30-2024**	2.8965	2.8965
		Highest	2.8965	2.8965

2.2 Overall Operational

Unmitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Area	3.3390	0.3081	14.4815	0.0426		2.1130	2.1130		2.1130	2.1130	280.8884	95.3019	376.1903	1.3174	1.7000e-003	409.6309
Energy	0.0302	0.2578	0.1097	1.6500e-003		0.0208	0.0208		0.0208	0.0208	0.0000	843.9752	843.9752	0.0304	0.0106	847.8865
Mobile	0.6466	5.2929	6.9356	0.0330	2.1912	0.0216	2.2128	0.5886	0.0202	0.6089	0.0000	3,061.1450	3,061.1450	0.1768	0.0000	3,065.5642
Waste						0.0000	0.0000		0.0000	0.0000	44.7230	0.0000	44.7230	2.6431	0.0000	110.7993
Water						0.0000	0.0000		0.0000	0.0000	4.4235	30.8979	35.3214	0.4557	0.0110	49.9976
Total	**4.0158**	**5.8589**	**21.5268**	**0.0772**	**2.1912**	**2.1555**	**4.3466**	**0.5886**	**2.1541**	**2.7427**	**330.0348**	**4,031.3201**	**4,361.3549**	**4.6233**	**0.0233**	**4,483.8785**

2.2 Overall Operational

Mitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Area	1.9231	0.0984	1.6224	5.9000e-004		0.0153	0.0153		0.0153	0.0153	0.0000	95.3019	95.3019	4.2700e-003	1.7000e-003	95.9151
Energy	0.0302	0.2578	0.1097	1.6500e-003		0.0208	0.0208		0.0208	0.0208	0.0000	843.9752	843.9752	0.0304	0.0106	847.8865
Mobile	0.6986	5.6712	7.9551	0.0382	2.5996	0.0253	2.6249	0.6984	0.0237	0.7220	0.0000	3,544.9776	3,544.9776	0.1893	0.0000	3,549.7111
Waste						0.0000	0.0000		0.0000	0.0000	44.7230	0.0000	44.7230	2.6431	0.0000	110.7993
Water						0.0000	0.0000		0.0000	0.0000	4.2465	30.0200	34.2666	0.4375	0.0106	48.3571
Total	**2.6519**	**6.0274**	**9.6872**	**0.0405**	**2.5996**	**0.0614**	**2.6610**	**0.6984**	**0.0598**	**0.7581**	**48.9695**	**4,514.2748**	**4,563.2443**	**3.3046**	**0.0229**	**4,652.6691**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N20	CO2e
Percent Reduction	**33.96**	**-2.88**	**55.00**	**47.57**	**-18.64**	**97.15**	**38.78**	**-18.64**	**97.23**	**72.36**	**85.16**	**-11.98**	**-4.63**	**28.52**	**1.89**	**-3.76**

2.3 Vegetation

Vegetation

	CO2e
Category	MT
New Trees	151.5120
Total	**151.5120**

3.0 Construction Detail

Construction Phase

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Demolition	Demolition	1/1/2022	3/11/2022	5	50	
2	Site Preparation	Site Preparation	3/12/2022	4/22/2022	5	30	
3	Grading	Grading	4/23/2022	8/5/2022	5	75	
4	Building Construction	Building Construction	8/6/2022	12/29/2023	5	365	
5	Paving	Paving	1/1/2024	3/15/2024	5	55	
6	Architectural Coating	Architectural Coating	3/18/2024	5/31/2024	5	55	

Acres of Grading (Site Preparation Phase): 0

Acres of Grading (Grading Phase): 41

Acres of Paving: 0

Residential Indoor: 780,030; Residential Outdoor: 260,010; Non-Residential Indoor: 0; Non-Residential Outdoor: 0; Striped Parking Area: 0 (Architectural Coating – sqft)

OffRoad Equipment

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Architectural Coating	Air Compressors	1	6.00	78	0.48
Demolition	Excavators	3	8.00	158	0.38
Demolition	Concrete/Industrial Saws	1	8.00	81	0.73
Grading	Excavators	2	8.00	158	0.38
Building Construction	Cranes	1	7.00	231	0.29
Building Construction	Forklifts	3	8.00	89	0.20
Building Construction	Generator Sets	1	8.00	84	0.74
Paving	Pavers	2	8.00	130	0.42
Paving	Rollers	2	8.00	80	0.38
Demolition	Rubber Tired Dozers	2	8.00	247	0.40
Grading	Rubber Tired Dozers	1	8.00	247	0.40
Building Construction	Tractors/Loaders/Backhoes	3	7.00	97	0.37
Grading	Graders	1	8.00	187	0.41
Grading	Tractors/Loaders/Backhoes	2	8.00	97	0.37
Paving	Paving Equipment	2	8.00	132	0.36
Site Preparation	Tractors/Loaders/Backhoes	4	8.00	97	0.37
Site Preparation	Rubber Tired Dozers	3	8.00	247	0.40
Grading	Scrapers	2	8.00	367	0.48
Building Construction	Welders	1	8.00	46	0.45

Trips and VMT

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Architectural Coating	1	15.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	9	77.00	23.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Demolition	6	15.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Grading	8	20.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Paving	6	15.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Site Preparation	7	18.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction

Water Exposed Area

3.2 Demolition - 2022

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0660	0.6430	0.5149	9.7000e-004		0.0311	0.0311		0.0289	0.0289	0.0000	84.9756	84.9756	0.0239	0.0000	85.5723
Total	**0.0660**	**0.6430**	**0.5149**	**9.7000e-004**		**0.0311**	**0.0311**		**0.0289**	**0.0289**	**0.0000**	**84.9756**	**84.9756**	**0.0239**	**0.0000**	**85.5723**

3.2 Demolition - 2022

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	1.4500e-003	8.9000e-004	0.0101	3.0000e-005	2.9900e-003	2.0000e-005	3.0100e-003	7.9000e-004	2.0000e-005	8.1000e-004	0.0000	2.5699	2.5699	7.0000e-005	0.0000	2.5717
Total	**1.4500e-003**	**8.9000e-004**	**0.0101**	**3.0000e-005**	**2.9900e-003**	**2.0000e-005**	**3.0100e-003**	**7.9000e-004**	**2.0000e-005**	**8.1000e-004**	**0.0000**	**2.5699**	**2.5699**	**7.0000e-005**	**0.0000**	**2.5717**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0660	0.6430	0.5149	9.7000e-004		0.0311	0.0311		0.0289	0.0289	0.0000	84.9755	84.9755	0.0239	0.0000	85.5722
Total	**0.0660**	**0.6430**	**0.5149**	**9.7000e-004**		**0.0311**	**0.0311**		**0.0289**	**0.0289**	**0.0000**	**84.9755**	**84.9755**	**0.0239**	**0.0000**	**85.5722**

3.2 Demolition - 2022

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	1.4500e-003	8.9000e-004	0.0101	3.0000e-005	2.9900e-003	2.0000e-005	3.0100e-003	7.9000e-004	2.0000e-005	8.1000e-004	0.0000	2.5699	2.5699	7.0000e-005	0.0000	2.5717
Total	**1.4500e-003**	**8.9000e-004**	**0.0101**	**3.0000e-005**	**2.9900e-003**	**2.0000e-005**	**3.0100e-003**	**7.9000e-004**	**2.0000e-005**	**8.1000e-004**	**0.0000**	**2.5699**	**2.5699**	**7.0000e-005**	**0.0000**	**2.5717**

3.3 Site Preparation - 2022

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.2710	0.0000	0.2710	0.1490	0.0000	0.1490	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0476	0.4963	0.2955	5.7000e-004		0.0242	0.0242		0.0223	0.0223	0.0000	50.1591	50.1591	0.0162	0.0000	50.5647
Total	**0.0476**	**0.4963**	**0.2955**	**5.7000e-004**	**0.2710**	**0.0242**	**0.2952**	**0.1490**	**0.0223**	**0.1712**	**0.0000**	**50.1591**	**50.1591**	**0.0162**	**0.0000**	**50.5647**

3.3 Site Preparation - 2022

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	1.0400e-003	6.4000e-004	7.3000e-003	2.0000e-005	2.1500e-003	2.0000e-005	2.1700e-003	5.7000e-004	1.0000e-005	5.9000e-004	0.0000	1.8503	1.8503	5.0000e-005	0.0000	1.8516
Total	**1.0400e-003**	**6.4000e-004**	**7.3000e-003**	**2.0000e-005**	**2.1500e-003**	**2.0000e-005**	**2.1700e-003**	**5.7000e-004**	**1.0000e-005**	**5.9000e-004**	**0.0000**	**1.8503**	**1.8503**	**5.0000e-005**	**0.0000**	**1.8516**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.2710	0.0000	0.2710	0.1490	0.0000	0.1490	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0476	0.4963	0.2955	5.7000e-004		0.0242	0.0242		0.0223	0.0223	0.0000	50.1590	50.1590	0.0162	0.0000	50.5646
Total	**0.0476**	**0.4963**	**0.2955**	**5.7000e-004**	**0.2710**	**0.0242**	**0.2952**	**0.1490**	**0.0223**	**0.1712**	**0.0000**	**50.1590**	**50.1590**	**0.0162**	**0.0000**	**50.5646**

3.3 Site Preparation - 2022

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	1.0400e-003	6.4000e-004	7.3000e-003	2.0000e-005	2.1500e-003	2.0000e-005	2.1700e-003	5.7000e-004	1.0000e-005	5.9000e-004	0.0000	1.8503	1.8503	5.0000e-005	0.0000	1.8516
Total	**1.0400e-003**	**6.4000e-004**	**7.3000e-003**	**2.0000e-005**	**2.1500e-003**	**2.0000e-005**	**2.1700e-003**	**5.7000e-004**	**1.0000e-005**	**5.9000e-004**	**0.0000**	**1.8503**	**1.8503**	**5.0000e-005**	**0.0000**	**1.8516**

3.4 Grading - 2022

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.2476	0.0000	0.2476	0.1265	0.0000	0.1265	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.1359	1.4566	1.0891	2.3300e-003		0.0613	0.0613		0.0564	0.0564	0.0000	204.5048	204.5048	0.0661	0.0000	206.1583
Total	**0.1359**	**1.4566**	**1.0891**	**2.3300e-003**	**0.2476**	**0.0613**	**0.3089**	**0.1265**	**0.0564**	**0.1829**	**0.0000**	**204.5048**	**204.5048**	**0.0661**	**0.0000**	**206.1583**

3.4 Grading - 2022

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	2.9000e-003	1.7800e-003	0.0203	6.0000e-005	5.9700e-003	5.0000e-005	6.0200e-003	1.5900e-003	4.0000e-005	1.6300e-003	0.0000	5.1398	5.1398	1.4000e-004	0.0000	5.1433
Total	**2.9000e-003**	**1.7800e-003**	**0.0203**	**6.0000e-005**	**5.9700e-003**	**5.0000e-005**	**6.0200e-003**	**1.5900e-003**	**4.0000e-005**	**1.6300e-003**	**0.0000**	**5.1398**	**5.1398**	**1.4000e-004**	**0.0000**	**5.1433**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.2476	0.0000	0.2476	0.1265	0.0000	0.1265	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.1359	1.4566	1.0891	2.3300e-003		0.0613	0.0613		0.0564	0.0564	0.0000	204.5045	204.5045	0.0661	0.0000	206.1580
Total	**0.1359**	**1.4566**	**1.0891**	**2.3300e-003**	**0.2476**	**0.0613**	**0.3089**	**0.1265**	**0.0564**	**0.1829**	**0.0000**	**204.5045**	**204.5045**	**0.0661**	**0.0000**	**206.1580**

3.4 Grading - 2022

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	2.9000e-003	1.7800e-003	0.0203	6.0000e-005	5.9700e-003	5.0000e-005	6.0200e-003	1.5900e-003	4.0000e-005	1.6300e-003	0.0000	5.1398	5.1398	1.4000e-004	0.0000	5.1433
Total	**2.9000e-003**	**1.7800e-003**	**0.0203**	**6.0000e-005**	**5.9700e-003**	**5.0000e-005**	**6.0200e-003**	**1.5900e-003**	**4.0000e-005**	**1.6300e-003**	**0.0000**	**5.1398**	**5.1398**	**1.4000e-004**	**0.0000**	**5.1433**

3.5 Building Construction - 2022

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0896	0.8198	0.8591	1.4100e-003		0.0425	0.0425		0.0400	0.0400	0.0000	121.6558	121.6558	0.0292	0.0000	122.3844
Total	**0.0896**	**0.8198**	**0.8591**	**1.4100e-003**		**0.0425**	**0.0425**		**0.0400**	**0.0400**	**0.0000**	**121.6558**	**121.6558**	**0.0292**	**0.0000**	**122.3844**

3.5 Building Construction - 2022

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	4.0200e-003	0.1240	0.0279	3.4000e-004	7.9800e-003	3.5000e-004	8.3300e-003	2.3100e-003	3.3000e-004	2.6400e-003	0.0000	32.1449	32.1449	2.5500e-003	0.0000	32.2087
Worker	0.0156	9.6000e-003	0.1093	3.1000e-004	0.0322	2.4000e-004	0.0324	8.5600e-003	2.2000e-004	8.7800e-003	0.0000	27.7036	27.7036	7.6000e-004	0.0000	27.7225
Total	**0.0196**	**0.1336**	**0.1372**	**6.5000e-004**	**0.0402**	**5.9000e-004**	**0.0408**	**0.0109**	**5.5000e-004**	**0.0114**	**0.0000**	**59.8485**	**59.8485**	**3.3100e-003**	**0.0000**	**59.9312**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0896	0.8198	0.8591	1.4100e-003		0.0425	0.0425		0.0400	0.0400	0.0000	121.6556	121.6556	0.0292	0.0000	122.3842
Total	**0.0896**	**0.8198**	**0.8591**	**1.4100e-003**		**0.0425**	**0.0425**		**0.0400**	**0.0400**	**0.0000**	**121.6556**	**121.6556**	**0.0292**	**0.0000**	**122.3842**

3.5 Building Construction - 2022

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	4.0200e-003	0.1240	0.0279	3.4000e-004	7.9800e-003	3.5000e-004	8.3300e-003	2.3100e-003	3.3000e-004	2.6400e-003	0.0000	32.1449	32.1449	2.5500e-003	0.0000	32.2087
Worker	0.0156	9.6000e-003	0.1093	3.1000e-004	0.0322	2.4000e-004	0.0324	8.5600e-003	2.2000e-004	8.7800e-003	0.0000	27.7036	27.7036	7.6000e-004	0.0000	27.7225
Total	**0.0196**	**0.1336**	**0.1372**	**6.5000e-004**	**0.0402**	**5.9000e-004**	**0.0408**	**0.0109**	**5.5000e-004**	**0.0114**	**0.0000**	**59.8485**	**59.8485**	**3.3100e-003**	**0.0000**	**59.9312**

3.5 Building Construction - 2023

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.2045	1.8700	2.1117	3.5000e-003		0.0910	0.0910		0.0856	0.0856	0.0000	301.3462	301.3462	0.0717	0.0000	303.1383
Total	**0.2045**	**1.8700**	**2.1117**	**3.5000e-003**		**0.0910**	**0.0910**		**0.0856**	**0.0856**	**0.0000**	**301.3462**	**301.3462**	**0.0717**	**0.0000**	**303.1383**

3.5 Building Construction - 2023

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	6.9800e-003	0.2356	0.0570	8.2000e-004	0.0198	2.4000e-004	0.0200	5.7100e-003	2.3000e-004	5.9400e-003	0.0000	77.7081	77.7081	4.4800e-003	0.0000	77.8201
Worker	0.0359	0.0213	0.2471	7.3000e-004	0.0797	5.8000e-004	0.0803	0.0212	5.4000e-004	0.0217	0.0000	66.0081	66.0081	1.6700e-003	0.0000	66.0498
Total	**0.0428**	**0.2568**	**0.3041**	**1.5500e-003**	**0.0995**	**8.2000e-004**	**0.1003**	**0.0269**	**7.7000e-004**	**0.0277**	**0.0000**	**143.7161**	**143.7161**	**6.1500e-003**	**0.0000**	**143.8699**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.2045	1.8700	2.1117	3.5000e-003		0.0910	0.0910		0.0856	0.0856	0.0000	301.3458	301.3458	0.0717	0.0000	303.1380
Total	**0.2045**	**1.8700**	**2.1117**	**3.5000e-003**		**0.0910**	**0.0910**		**0.0856**	**0.0856**	**0.0000**	**301.3458**	**301.3458**	**0.0717**	**0.0000**	**303.1380**

3.5 Building Construction - 2023

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	6.9800e-003	0.2356	0.0570	8.2000e-004	0.0198	2.4000e-004	0.0200	5.7100e-003	2.3000e-004	5.9400e-003	0.0000	77.7081	77.7081	4.4800e-003	0.0000	77.8201
Worker	0.0359	0.0213	0.2471	7.3000e-004	0.0797	5.8000e-004	0.0803	0.0212	5.4000e-004	0.0217	0.0000	66.0081	66.0081	1.6700e-003	0.0000	66.0498
Total	**0.0428**	**0.2568**	**0.3041**	**1.5500e-003**	**0.0995**	**8.2000e-004**	**0.1003**	**0.0269**	**7.7000e-004**	**0.0277**	**0.0000**	**143.7161**	**143.7161**	**6.1500e-003**	**0.0000**	**143.8699**

3.6 Paving - 2024

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0272	0.2619	0.4022	6.3000e-004		0.0129	0.0129		0.0119	0.0119	0.0000	55.0730	55.0730	0.0178	0.0000	55.5183
Paving	0.0000					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	**0.0272**	**0.2619**	**0.4022**	**6.3000e-004**		**0.0129**	**0.0129**		**0.0119**	**0.0119**	**0.0000**	**55.0730**	**55.0730**	**0.0178**	**0.0000**	**55.5183**

3.6 Paving - 2024

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	1.3800e-003	7.9000e-004	9.5500e-003	3.0000e-005	3.2900e-003	2.0000e-005	3.3100e-003	8.7000e-004	2.0000e-005	9.0000e-004	0.0000	2.6676	2.6676	6.0000e-005	0.0000	2.6692
Total	**1.3800e-003**	**7.9000e-004**	**9.5500e-003**	**3.0000e-005**	**3.2900e-003**	**2.0000e-005**	**3.3100e-003**	**8.7000e-004**	**2.0000e-005**	**9.0000e-004**	**0.0000**	**2.6676**	**2.6676**	**6.0000e-005**	**0.0000**	**2.6692**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0272	0.2619	0.4022	6.3000e-004		0.0129	0.0129		0.0119	0.0119	0.0000	55.0729	55.0729	0.0178	0.0000	55.5182
Paving	0.0000					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	**0.0272**	**0.2619**	**0.4022**	**6.3000e-004**		**0.0129**	**0.0129**		**0.0119**	**0.0119**	**0.0000**	**55.0729**	**55.0729**	**0.0178**	**0.0000**	**55.5182**

3.6 Paving - 2024

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	1.3800e-003	7.9000e-004	9.5500e-003	3.0000e-005	3.2900e-003	2.0000e-005	3.3100e-003	8.7000e-004	2.0000e-005	9.0000e-004	0.0000	2.6676	2.6676	6.0000e-005	0.0000	2.6692
Total	**1.3800e-003**	**7.9000e-004**	**9.5500e-003**	**3.0000e-005**	**3.2900e-003**	**2.0000e-005**	**3.3100e-003**	**8.7000e-004**	**2.0000e-005**	**9.0000e-004**	**0.0000**	**2.6676**	**2.6676**	**6.0000e-005**	**0.0000**	**2.6692**

3.7 Architectural Coating - 2024

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Archit. Coating	3.6154					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	4.9700e-003	0.0335	0.0498	8.0000e-005		1.6800e-003	1.6800e-003		1.6800e-003	1.6800e-003	0.0000	7.0215	7.0215	4.0000e-004	0.0000	7.0313
Total	**3.6204**	**0.0335**	**0.0498**	**8.0000e-005**		**1.6800e-003**	**1.6800e-003**		**1.6800e-003**	**1.6800e-003**	**0.0000**	**7.0215**	**7.0215**	**4.0000e-004**	**0.0000**	**7.0313**

3.7 Architectural Coating - 2024

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	1.3800e-003	7.9000e-004	9.5500e-003	3.0000e-005	3.2900e-003	2.0000e-005	3.3100e-003	8.7000e-004	2.0000e-005	9.0000e-004	0.0000	2.6676	2.6676	6.0000e-005	0.0000	2.6692
Total	**1.3800e-003**	**7.9000e-004**	**9.5500e-003**	**3.0000e-005**	**3.2900e-003**	**2.0000e-005**	**3.3100e-003**	**8.7000e-004**	**2.0000e-005**	**9.0000e-004**	**0.0000**	**2.6676**	**2.6676**	**6.0000e-005**	**0.0000**	**2.6692**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Archit. Coating	3.6154					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	4.9700e-003	0.0335	0.0498	8.0000e-005		1.6800e-003	1.6800e-003		1.6800e-003	1.6800e-003	0.0000	7.0214	7.0214	4.0000e-004	0.0000	7.0313
Total	**3.6204**	**0.0335**	**0.0498**	**8.0000e-005**		**1.6800e-003**	**1.6800e-003**		**1.6800e-003**	**1.6800e-003**	**0.0000**	**7.0214**	**7.0214**	**4.0000e-004**	**0.0000**	**7.0313**

3.7 Architectural Coating - 2024

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	1.3800e-003	7.9000e-004	9.5500e-003	3.0000e-005	3.2900e-003	2.0000e-005	3.3100e-003	8.7000e-004	2.0000e-005	9.0000e-004	0.0000	2.6676	2.6676	6.0000e-005	0.0000	2.6692
Total	**1.3800e-003**	**7.9000e-004**	**9.5500e-003**	**3.0000e-005**	**3.2900e-003**	**2.0000e-005**	**3.3100e-003**	**8.7000e-004**	**2.0000e-005**	**9.0000e-004**	**0.0000**	**2.6676**	**2.6676**	**6.0000e-005**	**0.0000**	**2.6692**

4.0 Operational Detail - Mobile

4.1 Mitigation Measures Mobile

Increase Density

Improve Walkability Design

Improve Pedestrian Network

Provide Traffic Calming Measures

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Mitigated	0.6986	5.6712	7.9551	0.0382	2.5996	0.0253	2.6249	0.6984	0.0237	0.7220	0.0000	3,544.9776	3,544.9776	0.1893	0.0000	3,549.7111
Unmitigated	0.6466	5.2929	6.9356	0.0330	2.1912	0.0216	2.2128	0.5886	0.0202	0.6089	0.0000	3,061.1450	3,061.1450	0.1768	0.0000	3,065.5642

4.2 Trip Summary Information

	Average Daily Trip Rate			Unmitigated	Mitigated
Land Use	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
Single Family Housing	2,037.28	2,120.74	1844.68	5,786,576	6,865,286
Total	2,037.28	2,120.74	1,844.68	5,786,576	6,865,286

4.3 Trip Type Information

	Miles			Trip %			Trip Purpose %		
Land Use	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
Single Family Housing	10.80	7.30	7.50	42.30	19.60	38.10	86	11	3

4.4 Fleet Mix

Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
Single Family Housing	0.544823	0.030518	0.165561	0.108739	0.017640	0.004881	0.013984	0.100698	0.002705	0.001640	0.006798	0.001202	0.000811

5.0 Energy Detail

Historical Energy Use: N

5.1 Mitigation Measures Energy

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Electricity Mitigated						0.0000	0.0000		0.0000	0.0000	0.0000	545.4003	545.4003	0.0247	5.1000e-003	547.5374
Electricity Unmitigated						0.0000	0.0000		0.0000	0.0000	0.0000	545.4003	545.4003	0.0247	5.1000e-003	547.5374
NaturalGas Mitigated	0.0302	0.2578	0.1097	1.6500e-003		0.0208	0.0208		0.0208	0.0208	0.0000	298.5749	298.5749	5.7200e-003	5.4700e-003	300.3491
NaturalGas Unmitigated	0.0302	0.2578	0.1097	1.6500e-003		0.0208	0.0208		0.0208	0.0208	0.0000	298.5749	298.5749	5.7200e-003	5.4700e-003	300.3491

5.2 Energy by Land Use - NaturalGas

Unmitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	tons/yr										MT/yr					
Single Family Housing	5.59508e+006	0.0302	0.2578	0.1097	1.6500e-003		0.0208	0.0208		0.0208	0.0208	0.0000	298.5749	298.5749	5.7200e-003	5.4700e-003	300.3491
Total		**0.0302**	**0.2578**	**0.1097**	**1.6500e-003**		**0.0208**	**0.0208**		**0.0208**	**0.0208**	**0.0000**	**298.5749**	**298.5749**	**5.7200e-003**	**5.4700e-003**	**300.3491**

5.2 Energy by Land Use - NaturalGas

Mitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	tons/yr										MT/yr					
Single Family Housing	5.59508e+006	0.0302	0.2578	0.1097	1.6500e-003		0.0208	0.0208		0.0208	0.0208	0.0000	298.5749	298.5749	5.7200e-003	5.4700e-003	300.3491
Total		**0.0302**	**0.2578**	**0.1097**	**1.6500e-003**		**0.0208**	**0.0208**		**0.0208**	**0.0208**	**0.0000**	**298.5749**	**298.5749**	**5.7200e-003**	**5.4700e-003**	**300.3491**

5.3 Energy by Land Use - Electricity

Unmitigated

	Electricity Use	Total CO2	CH4	N2O	CO2e
Land Use	kWh/yr	MT/yr			
Single Family Housing	1.8748e+006	545.4003	0.0247	5.1000e-003	547.5374
Total		**545.4003**	**0.0247**	**5.1000e-003**	**547.5374**

5.3 Energy by Land Use - Electricity

Mitigated

	Electricity Use	Total CO2	CH4	N2O	CO2e
Land Use	kWh/yr	MT/yr			
Single Family Housing	1.8748e+006	545.4003	0.0247	5.1000e-003	547.5374
Total		**545.4003**	**0.0247**	**5.1000e-003**	**547.5374**

6.0 Area Detail

6.1 Mitigation Measures Area

Use Low VOC Paint - Residential Interior

Use Low VOC Paint - Residential Exterior

Use only Natural Gas Hearths

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Mitigated	1.9231	0.0984	1.6224	5.9000e-004		0.0153	0.0153		0.0153	0.0153	0.0000	95.3019	95.3019	4.2700e-003	1.7000e-003	95.9151
Unmitigated	3.3390	0.3081	14.4815	0.0426		2.1130	2.1130		2.1130	2.1130	280.8884	95.3019	376.1903	1.3174	1.7000e-003	409.6309

6.2 Area by SubCategory

Unmitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	tons/yr										MT/yr					
Architectural Coating	0.3615					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Consumer Products	1.5044					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Hearth	1.4253	0.2898	12.8932	0.0425		2.1042	2.1042		2.1042	2.1042	280.8884	92.7064	373.5948	1.3149	1.7000e-003	406.9731
Landscaping	0.0478	0.0183	1.5883	8.0000e-005		8.8000e-003	8.8000e-003		8.8000e-003	8.8000e-003	0.0000	2.5956	2.5956	2.4900e-003	0.0000	2.6578
Total	**3.3390**	**0.3081**	**14.4815**	**0.0426**		**2.1130**	**2.1130**		**2.1130**	**2.1130**	**280.8884**	**95.3019**	**376.1903**	**1.3174**	**1.7000e-003**	**409.6309**

6.2 Area by SubCategory

Mitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	tons/yr										MT/yr					
Architectural Coating	0.3615					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Consumer Products	1.5044					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Hearth	9.3700e-003	0.0801	0.0341	5.1000e-004		6.4700e-003	6.4700e-003		6.4700e-003	6.4700e-003	0.0000	92.7064	92.7064	1.7800e-003	1.7000e-003	93.2573
Landscaping	0.0478	0.0183	1.5883	8.0000e-005		8.8000e-003	8.8000e-003		8.8000e-003	8.8000e-003	0.0000	2.5956	2.5956	2.4900e-003	0.0000	2.6578
Total	**1.9231**	**0.0984**	**1.6224**	**5.9000e-004**		**0.0153**	**0.0153**		**0.0153**	**0.0153**	**0.0000**	**95.3019**	**95.3019**	**4.2700e-003**	**1.7000e-003**	**95.9151**

7.0 Water Detail

7.1 Mitigation Measures Water

Use Reclaimed Water

	Total CO2	CH4	N2O	CO2e
Category	MT/yr			
Mitigated	34.2666	0.4375	0.0106	48.3571
Unmitigated	35.3214	0.4557	0.0110	49.9976

7.2 Water by Land Use

Unmitigated

	Indoor/Outdoor Use	Total CO2	CH4	N2O	CO2e
Land Use	Mgal	MT/yr			
Single Family Housing	13.943 / 8.79013	35.3214	0.4557	0.0110	49.9976
Total		**35.3214**	**0.4557**	**0.0110**	**49.9976**

7.2 Water by Land Use

Mitigated

	Indoor/Outdoor Use	Total CO2	CH4	N2O	CO2e
Land Use	Mgal	MT/yr			
Single Family Housing	13.3852 / 8.79013	34.2666	0.4375	0.0106	48.3571
Total		**34.2666**	**0.4375**	**0.0106**	**48.3571**

8.0 Waste Detail

8.1 Mitigation Measures Waste

Category/Year

	Total CO2	CH4	N2O	CO2e
	MT/yr			
Mitigated	44.7230	2.6431	0.0000	110.7993
Unmitigated	44.7230	2.6431	0.0000	110.7993

8.2 Waste by Land Use

Unmitigated

	Waste Disposed	Total CO2	CH4	N2O	CO2e
Land Use	tons	MT/yr			
Single Family Housing	220.32	44.7230	2.6431	0.0000	110.7993
Total		**44.7230**	**2.6431**	**0.0000**	**110.7993**

Mitigated

	Waste Disposed	Total CO2	CH4	N2O	CO2e
Land Use	tons	MT/yr			
Single Family Housing	220.32	44.7230	2.6431	0.0000	110.7993
Total		**44.7230**	**2.6431**	**0.0000**	**110.7993**

9.0 Operational Offroad

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type

10.0 Stationary Equipment

Fire Pumps and Emergency Generators

Equipment Type	Number	Hours/Day	Hours/Year	Horse Power	Load Factor	Fuel Type

Boilers

Equipment Type	Number	Heat Input/Day	Heat Input/Year	Boiler Rating	Fuel Type

User Defined Equipment

Equipment Type	Number

11.0 Vegetation

	Total CO2	CH4	N2O	CO2e
Category	MT			
Unmitigated	151.5120	0.0000	0.0000	151.5120

11.2 Net New Trees

Species Class

	Number of Trees	Total CO2	CH4	N2O	CO2e
		MT			
Miscellaneous	214	151.5120	0.0000	0.0000	151.5120
Total		**151.5120**	**0.0000**	**0.0000**	**151.5120**

Appendix B

CHRIS Records Search Results

California Historical Resources Information System

Fresno
Kern
Kings
Madera
Tulare

Southern San Joaquin Valley Information Center
California State University, Bakersfield
Mail Stop: 72 DOB
9001 Stockdale Highway
Bakersfield, California 93311-1022
(661) 654-2289
E-mail: ssjvic@csub.edu
Website: www.csub.edu/ssjvic

To: Jenna Chilingerian
Precision Civil Engineering, Inc.
1234 O Street
Fresno, CA 93721

Record Search 21-286

Date: August 3, 2021

Re: Links Ranch Subdivision

County: Madera

Map(s): Madera 7.5'

CULTURAL RESOURCES RECORDS SEARCH

The California Office of Historic Preservation (OHP) contracts with the California Historical Resources Information System's (CHRIS) regional Information Centers (ICs) to maintain information in the CHRIS inventory and make it available to local, state, and federal agencies, cultural resource professionals, Native American tribes, researchers, and the public. Recommendations made by IC coordinators or their staff regarding the interpretation and application of this information are advisory only. Such recommendations do not necessarily represent the evaluation or opinion of the State Historic Preservation Officer in carrying out the OHP's regulatory authority under federal and state law.

The following are the results of a search of the cultural resource files at the Southern San Joaquin Valley Information Center. These files include known and recorded cultural resources sites, inventory and excavation reports filed with this office, and resources listed on the National Register of Historic Places, the OHP Built Environment Resources Directory, California State Historical Landmarks, California Register of Historical Resources, California Inventory of Historic Resources, and California Points of Historical Interest. Due to processing delays and other factors, not all of the historical resource reports and resource records that have been submitted to the OHP are available via this records search. Additional information may be available through the federal, state, and local agencies that produced or paid for historical resource management work in the search area.

PRIOR CULTURAL RESOURCE STUDIES CONDUCTED WITHIN THE PROJECT AREA AND THE ONE-HALF MILE RADIUS

According to the information in our files, there have been no previous cultural resource studies conducted within the project area or within a one-half mile radius.

KNOWN/RECORDED CULTURAL RESOURCES WITHIN THE PROJECT AREA AND THE ONE-HALF MILE RADIUS

There are no recorded resources within the project area, and it is not known if any exist there. There is one recorded cultural resource within the one-half mile radius, P-20-002308, the Madera Canal.

Resource P-20-002308 has been given a National Register status code of 2D2, indicating it is a contributor to a district that has been determined eligible for listing in the National Register of Historic Places by a consensus through the Section 106 process. It is also listed in the California Register of Historical Resources. There are no other recorded cultural resources within the project area or radius that are listed in the National Register of Historic Places, the California Register of Historical Resources, the California Points of Historical Interest, California Inventory of Historic Resources, or the California State Historic Landmarks.

COMMENTS AND RECOMMENDATIONS

We understand this project consists development of a 214-lot residential subdivision. Further, we understand the project site currently contains a single-family residence, barn, and agricultural field. According to our records, the existing structures have not been recorded or evaluated for historical significance. If the structures are more than 45 years old, we recommend a qualified, professional consultant record and evaluate the structures for historical significance prior to alteration or demolition. Additionally, it should be noted that agriculture does not constitute previous development, as it does not destroy cultural resources, but merely moves them around within the plow zone. Because a cultural resources study has not been completed on this property, it is unknown if any cultural resources are present. Therefore, prior to any ground disturbance activities, we recommend a qualified, professional consultant conduct a field survey to determine if any cultural resources are present. A list of qualified consultants can be found at www.chrisinfo.org.

We also recommend that you contact the Native American Heritage Commission in Sacramento. They will provide you with a current list of Native American individuals/organizations that can assist you with information regarding cultural resources that may not be included in the CHRIS Inventory and that may be of concern to the Native groups in the area. The Commission can consult their "Sacred Lands Inventory" file to determine what sacred resources, if any, exist within this project area and the way in which these resources might be managed. Finally, please consult with the lead agency on this project to determine if any other cultural resource investigation is required. If you need any additional information or have any questions or concerns, please contact our office at (661) 654-2289.

By:

Celeste M. Thomson, Coordinator **Date**: August 3, 2021

Please note that invoices for Information Center services will be sent under separate cover from the California State University, Bakersfield Accounting Office.

Attachment 6

Initial Study/Mitigated Negative Declaration Public Comments

June 29, 2021

John Thomason
Planner
City of Madera
205 West 4th Street
Madera, CA 93637
Via email

RE: ALUC Review of TSM 2021-02
County Planning Review of TSM 2021-02

Dear Mr. Thomason:

We are in receipt of information regarding an application for Tentative Subdivision Tract Map, Pre-Zone, and Precise Plan Application for the Links Ranch Subdivision. It is Staff's understanding that this area is soon to be annexed into the City of Madera as a part of this process.

On review of the information provided, we note that the subdivision is located approximately 0.42 miles south-east of the Madera Municipal Airport in an agriculturally zoned district of the County of Madera. The parcel lies partially in Airport Compatibility Zones C-2 and D.

ALUC Staff is recommending the following conditions be added to the process:

- No component of operations of the facility shall create, or cause to be created, electrical interference with aircraft communications or navigation; and

- No component of operations of the facility shall create, or cause to be created, any form of visual or other sensory distractions to those aircraft landing or taking off from the airport.

Madera County Planning Staff also reviewed the project and have the following recommended conditions of approval:

- Prior to any ground disturbance, if any indications of special status species is indicated, have a qualified biologist conduct field level reconnaissance. Should any be found, the certified biologist to develop mitigation measures to be incorporated to the development.

- In the event that archaeological remains are encountered at any time during development or ground-moving activities within the entire project area, al work in the vicinity of the find shall halt until a qualified archaeologist can access the discovery. The Developer shall implement all recommendations of the archaeologist necessary to avoid or reduce to a less than significant level potential impacts to cultural resources.

- If human remains are uncovered, or in any other case when human remains are discovered during construction, the Madera County Coroner is to be notified to arrange their proper treatment and disposition. If the remains are identified – on the basis of archaeological context, age, cultural association, or biological traits – as those of a Native American, California Health and Safety Code 7050.5 and Public Resource Code 5097.98 requires that the coroner notify the NAHC within 24 hours of discovery. The NAHC would then identify the Most Likely Descendent who would determine the manner in which the remains are treated.

If you have any questions, please feel free to contact me at (559) 675-7821.

Sincerely,

Robert Mansfield, AICP, MURP
Senior Planner/ALUC Staff

San Joaquin Valley
AIR POLLUTION CONTROL DISTRICT

HEALTHY AIR LIVING™

September 9, 2021

John Thomason
City of Madera
Planning Department
205 W. 4th Street
Madera, CA, 93637

Project: Initial Study/Mitigated Negative Declaration Tentative Subdivision Map 2021-02

District CEQA Reference No: 20210883

Dear Mr. Thomason:

The San Joaquin Valley Unified Air Pollution Control District (District) has reviewed the Initial Study/Mitigated Negative Declaration (IS/MND) for the project referenced above from the City of Madera (City). The project consists of constructing 214 single-family lots on approximately 40 acres (Project). The Project is located on the south side of Cleveland Avenue between Avenue 16 and Road 23 in Madera, CA (APN 033-18-003).

Project Scope

The Project consists of the construction of a residential subdivision that consists of 214 single-family lots (5.30 dwelling units per acre) to occupy approximately 40-acres of the total 307-acre parcel. The Project would require annexation of the site into the City of Madera.

The site is bounded to the north by Cleveland Avenue and to the east by Road 24 Alignment. This portion of Cleveland Avenue will be improved with curb and gutter, sidewalk, bicycle lanes/sharrows, landscaping, storm drains, and streetlights. Landscape corridors are provided along Cleveland Avenue and B Street.

Based on information provided to the District, Project specific annual emissions from construction and operation emissions of criteria pollutants are not expected to exceed any of the following District significance thresholds: 100 tons per year of carbon monoxide (CO), 10 tons per year of oxides of nitrogen (NOx), 10 tons per year of reactive organic gases (ROG), 27 tons per year of oxides of sulfur (SOx), 15 tons per year of particulate matter of 10 microns or less in size (PM10), or 15 tons per year of particulate matter of 2.5 microns or less in size (PM2.5).

Samir Sheikh
Executive Director/Air Pollution Control Officer

Northern Region
4800 Enterprise Way
Modesto, CA 95356-8718
Tel: (209) 557-6400 FAX: (209) 557-6475

Central Region (Main Office)
1990 E. Gettysburg Avenue
Fresno, CA 93726-0244
Tel: (559) 230-6000 FAX: (559) 230-6061

Southern Region
34946 Flyover Court
Bakersfield, CA 93308-9725
Tel: (661) 392-5500 FAX: (661) 392-5585

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Other potential significant air quality impacts related to Toxic Air Contaminants (see information below under Health Risk Assessment), Ambient Air Quality Standards, Hazards and Odors, may require assessments and mitigation. More information can be found in the District's Guidance for Assessing and Mitigating Air Quality Impacts at: https://www.valleyair.org/transportation/GAMAQI.pdf

The District offers the following comments:

1) Criteria Pollutant Emissions

At the federal level under the National Ambient Air Quality Standards (NAAQS), the District is designated as extreme nonattainment for the 8-hour ozone standards and serious nonattainment for the particulate matter less than 2.5 microns in size (PM2.5) standards. At the state level under California Ambient Air Quality Standards (CAAQS), the District is designated as nonattainment for the 8-hour ozone, PM10, PM2.5 standards.

Per the IS/MND, Project specific annual emissions from construction and operation emissions of criteria pollutants are not expected to exceed any of the following District significance thresholds: 100 tons per year of carbon monoxide (CO), 10 tons per year of oxides of nitrogen (NOx), 10 tons per year of reactive organic gases (ROG), 27 tons per year of oxides of sulfur (SOx), 15 tons per year of particulate matter of 10 microns or less in size (PM10), or 15 tons per year of particulate matter of 2.5 microns or less in size (PM2.5).

Although Project construction air emissions are short-term emissions generated from construction activities such as mobile heavy-duty diesel off-road equipment and are determined to result in a less than significant impact on air quality, the District recommends the below measure be considered for the Project.

Recommended Measure: To reduce impacts from construction-related diesel exhaust emissions, the project should utilize clean off-road construction equipment, including the latest tier equipment as feasible.

2) Health Risk Screening/Assessment

The IS/MND states a less than significant impact of substantial pollutant concentrations to sensitive receptors. However, the District would like to clarify that when a project's criteria pollutant emissions from construction and operation are expected to not exceed the District's significance thresholds, a project may still have the potential to result in health impacts to nearby sensitive receptors (i.e. residential units). An assessment on potential health risk impact is based on a Prioritization

and/or a health risk assessment (HRA) and not on whether or not the Project's emissions would exceed the significance thresholds for criterial pollutants. To determine potential health impacts on surrounding receptors, a Prioritization and/or a HRA should be performed for the Project. Similarly to what the IS/MND has already indicated, there are sensitive receptors (i.e. residential units) located directly east of the Project.

A Health Risk Screening/Assessment identifies potential Toxic Air Contaminants (TACs) impact on surrounding sensitive receptors such as hospitals, daycare centers, schools, work-sites, and residences. TACs are air pollutants identified by the Office of Environmental Health Hazard Assessment/California Air Resources Board (OEHHA/CARB) that pose a present or potential hazard to human health. A common source of TACs can be attributed to diesel exhaust emitted from both mobile and stationary sources. List of TACs identified by OEHHA/CARB can be found at: https://ww2.arb.ca.gov/resources/documents/carb-identified-toxic-air-contaminants

The District recommends the development project(s) be evaluated for potential health impacts to surrounding receptors (on-site and off-site) resulting from operational and multi-year construction TAC emissions.

i) The District recommends conducting a screening analysis that includes all sources of emissions. A screening analysis is used to identify projects which may have a significant health impact. A prioritization, using the latest approved California Air Pollution Control Officer's Association (CAPCOA) methodology, is the recommended screening method. A prioritization score of 10 or greater is considered to be significant and a refined Health Risk Assessment (HRA) should be performed.

   For your convenience, the District's prioritization calculator can be found at: http:www.valleyair.org/busind/pto/emission_factors/Criteria/Toxics/Utilities/PRIORITIZATION%20RMR%202016.XLS.

ii) The District recommends a refined HRA for development projects that result in a prioritization score of 10 or greater. Prior to performing an HRA, it is recommended that development project applicants contact the District to review the proposed modeling protocol. A development project would be considered to have a significant health risk if the HRA demonstrates that the project related health impacts would exceed the Districts significance threshold of 20 in a million for carcinogenic risk and 1.0 for the Acute and Chronic Hazard Indices, and would trigger all feasible mitigation measures. The District recommends that development projects which result in a significant health risk not be approved.

For HRA submittals, please provide the following information electronically to the District for review:

- HRA AERMOD model files
- HARP2 files
- Summary of emissions source locations, emissions rates, and emission factor calculations and methodology.

More information on toxic emission factors, prioritizations and HRAs can be obtained by:

- E-Mailing inquiries to: hramodeler@valleyair.org; or
- Contacting the District by phone for assistance at (559) 230-6000; or
- Visiting the Districts website (Modeling Guidance) at:

http://www.valleyair.org/busind/pto/Tox_Resources/AirQualityMonitoring.htm.

3) Solar Deployment in the Community

It is the policy of the State of California that renewable energy resources and zero-carbon resources supply 100% of retail sales of electricity to California end-use customers by December 31, 2045. While various emission control techniques and programs exist to reduce air quality emissions from mobile and stationary sources, the production of solar energy is contributing to improving air quality and public health. The District suggests that the City consider the feasibility of incorporating solar power systems, as an emission reduction strategy for this Project.

4) Clean Lawn and Garden Equipment in the Community

Since the Project consists of residential development, gas-powered residential lawn and garden equipment have the potential to result in an increase of NOx and PM2.5 emissions. Utilizing electric lawn care equipment can provide residents with immediate economic, environmental, and health benefits. The District recommends the Project proponent consider the District's Clean Green Yard Machines (CGYM) program which provides incentive funding for replacement of existing gas powered lawn and garden equipment. More information on the District CGYM program and funding can be found at: http://www.valleyair.org/grants/cgym.htm and http://valleyair.org/grants/cgym-commercial.htm.

5) District Rules and Regulation

The District issues permits for many types of air pollution sources and regulates some activities not requiring permits. A project subject to District rules and

regulation would reduce its impacts on air quality through compliance with regulatory requirements. In general, a regulation is a collection of rules, each of which deals with a specific topic. For example, *Regulation II - Permits* encompasses multiple rules associated with the permitting of emission sources such as Rule 2010 (Permits Required), Rule 2201 (New and Modified Stationary Source Review), and others.

5a) District Rule 9510 (Indirect Source Review)

The purpose of District Rule 9510 (Indirect Source Review) is to reduce the growth in both NOx and PM10 emissions associated with development and transportation projects from mobile and area sources associated with construction and operation of development projects. The rule encourages clean air design elements to be incorporated into the development project. In case the proposed project clean air design elements are insufficient to meet the targeted emission reductions, the rule requires developers to pay a fee used to fund projects to achieve off-site emissions reductions.

The proposed Project is subject to District Rule 9510 because it will receive a project-level discretionary approval from a public agency and will equal or exceed 50 residential units. When subject to the rule, an Air Impact Assessment (AIA) application is required no later than applying for project-level approval from a public agency. In this case, if not already done, please inform the project proponent to immediately submit an AIA application to the District to comply with District Rule 9510.

An AIA application is required and the District recommends that demonstration of compliance with District Rule 9510, before issuance of the first building permit, be made a condition of Project approval.

Information about how to comply with District Rule 9510 can be found online at: http://www.valleyair.org/ISR/ISRHome.htm.

The AIA application form can be found online at: http://www.valleyair.org/ISR/ISRFormsAndApplications.htm

5b) District Rule 4002 (National Emissions Standards for Hazardous Air Pollutants)

In the event an existing building will be renovated, partially demolished or removed, the Project may be subject to District Rule 4002. This rule requires a thorough inspection for asbestos to be conducted before any regulated facility is demolished or renovated. Information on how to comply with District Rule 4002

can be found online at:
http://www.valleyair.org/busind/comply/asbestosbultn.htm.

5c) District Regulation VIII (Fugitive PM10 Prohibitions)

The project proponent may be required to submit a Construction Notification Form or submit and receive approval of a Dust Control Plan prior to commencing any earthmoving activities as described in Regulation VIII, specifically Rule 8021 – *Construction, Demolition, Excavation, Extraction, and Other Earthmoving Activities.*

The application for both the Construction Notification and Dust Control Plan can be found online at:
https://www.valleyair.org/busind/comply/PM10/forms/DCP-Form.docx

Information about District Regulation VIII can be found online at:
http://www.valleyair.org/busind/comply/pm10/compliance_pm10.htm

5d) Other District Rules and Regulations

The Project may also be subject to the following District rules: Rule 4102 (Nuisance), Rule 4601 (Architectural Coatings), and Rule 4641 (Cutback, Slow Cure, and Emulsified Asphalt, Paving and Maintenance Operations). In the event an existing building will be renovated, partially demolished or removed, the project may be subject to District Rule 4002 (National Emission Standards for Hazardous Air Pollutants).

The list of rules above is neither exhaustive nor exclusive. Current District rules can be found online at: www.valleyair.org/rules/1ruleslist.htm. To identify other District rules or regulations that apply to this Project or to obtain information about District permit requirements, the applicant is strongly encouraged to contact the District's Small Business Assistance (SBA) Office at (559) 230-5888.

6) District Comment Letter

The District recommends that a copy of the District's comments be provided to the Project proponent.

If you have any questions or require further information, please contact Patrick Chimienti by e-mail at Patrick.Chimienti@valleyair.org or by phone at (559) 230-6139.

Sincerely,

Brian Clements
Director of Permit Services



For: Mark Montelongo
Program Manager

California Department of Transportation

DISTRICT 6 OFFICE
1352 WEST OLIVE AVENUE | P.O. BOX 12616 | FRESNO, CA 93778-2616
(559) 981-1041 | FAX (559) 488-4195 | TTY 711
www.dot.ca.gov

September 9, 2021

Madera-99-13.442
Links Ranch Subdivision
https://ld-igr-gts.dot.ca.gov/district/6/report/23966

SENT VIA EMAIL

John Thomason, Senior Planner
City of Madera Planning Department
205 W. 4th Street, Madera, CA 93637

Dear Mx. Thomason:

Thank you for the opportunity to review the notice of intent to adopt a mitigated negative declaration for the Links Ranch Subdivision project. The project site is located approximately 1.5 miles west of the State Route (SR) 99/Cleveland Avenue interchange and approximately 1.5 miles southwest of the SR 99/Avenue 16 interchange, in the City of Madera.

The Project proposes the following actions:

- Annexation of approximately 41 acres on the south side of Cleveland Avenue between Avenue 16 and Road 23, representing the northeast portion of Madera County Assessor's Parcel Number (APN) 033-180- 003 and Cleveland Avenue adjacent to and fronting the project site.

- Prezone to change the zoning from Madera County's current zoning classification of Agricultural Rural Exclusive – 20 Acres (ARE-20) to the City of Madera Planned Development – One Unit per Each 4,500 Square Feet of Site Area (P-D (4500)) which would become effective upon annexation.

- Tentative Subdivision Map to subdivide approximately 40 acres into 214 single family lots which would become effective upon annexation.

- Precise Plan required to establish a Planned Development zone. The precise plan to define and establish specific development standards, landscape and architecture character required of project development.

Caltrans provides the following comments consistent with the State's smart mobility goals that support a vibrant economy and sustainable communities:

1. Caltrans reviewed the Vehicle Miles Traveled (VMT) table 4-6, indicating the Project's impact would be less than significant.

2. Additionally, the project indicated it will comply with mitigation measures outlined in the Governor's Office of Planning and Research *Technical Advisory on Evaluating Transportation Impacts in CEQA* dated December 2018. Caltrans concurs with VMT mitigation measures cited in this application.

3. As a point of information, according to the Madera Actie Transportation Plan (2018), Cleveland Avenue, along the Project's northern Boundary is planned include a Class II Buffered Bike Lane from Road 23 to Westberry Boulevard (see page 53). Caltrans recommends the project proponent(s) work with the County/City regarding this alternative transportation measure.

4. The Project might also consider coordinating connections to other local and regional bicycle pathways to further encourage the use of bicycles for commuter and recreational purposes in an effort to further reduce project related vehicle trips.

5. If not done so already, Caltrans recommends the County/City of Madera develop a Development Impact Fee Program to fund future major transportation projects in the area so that projects, such as this one, can pay into to mitigate their fair share.

6. Active Transportation Plans (ATP) and Smart Growth efforts support the state's 2050 Climate goals. Caltrans supports reducing Vehicle Miles Traveled (VMT) and GHG emissions in ways that increase the likelihood people will use and benefit from a multimodal transportation network.

If you have any other questions, please call or email Edgar Hernandez at (559) 981-7436 or edgar.hernandez@dot.ca.gov.

Sincerely,

Edgar Hernandez

Edgar Hernandez, Associate Transportation Planner
Transportation Planning – North

C: David Padilla, Branch Chief, Caltrans

Pacific Gas and Electric Company

Plan Review Team
Land Management

PGEPlanReview@pge.com

August 20, 2021

Brandi Garcia
City of Madera
205 West 4th Street
Madera, CA 93637

Ref: Gas and Electric Transmission and Distribution

Dear Brandi,

Thank you for submitting Tentative Subdivision Map No. 2021-02 plans for our review. PG&E will review the submitted plans in relationship to any existing Gas and Electric facilities within the project area. If the proposed project is adjacent/or within PG&E owned property and/or easements, we will be working with you to ensure compatible uses and activities near our facilities.

Attached you will find information and requirements as it relates to Gas facilities (Attachment 1) and Electric facilities (Attachment 2). Please review these in detail, as it is critical to ensure your safety and to protect PG&E's facilities and its existing rights.

Below is additional information for your review:

1. This plan review process does not replace the application process for PG&E gas or electric service your project may require. For these requests, please continue to work with PG&E Service Planning: https://www.pge.com/en_US/business/services/building-and-renovation/overview/overview.page.

2. If the project being submitted is part of a larger project, please include the entire scope of your project, and not just a portion of it. PG&E's facilities are to be incorporated within any CEQA document. PG&E needs to verify that the CEQA document will identify any required future PG&E services.

3. An engineering deposit may be required to review plans for a project depending on the size, scope, and location of the project and as it relates to any rearrangement or new installation of PG&E facilities.

Any proposed uses within the PG&E fee strip and/or easement, may include a California Public Utility Commission (CPUC) Section 851 filing. This requires the CPUC to render approval for a conveyance of rights for specific uses on PG&E's fee strip or easement. PG&E will advise if the necessity to incorporate a CPUC Section 851filing is required.

This letter does not constitute PG&E's consent to use any portion of its easement for any purpose not previously conveyed. PG&E will provide a project specific response as required.

Sincerely,

Plan Review Team
Land Management

Attachment 1 – Gas Facilities

There could be gas transmission pipelines in this area which would be considered critical facilities for PG&E and a high priority subsurface installation under California law. Care must be taken to ensure safety and accessibility. So, please ensure that if PG&E approves work near gas transmission pipelines it is done in adherence with the below stipulations. Additionally, the following link provides additional information regarding legal requirements under California excavation laws: https://www.usanorth811.org/images/pdfs/CA-LAW-2018.pdf

1. Standby Inspection: A PG&E Gas Transmission Standby Inspector must be present during any demolition or construction activity that comes within 10 feet of the gas pipeline. This includes all grading, trenching, substructure depth verifications (potholes), asphalt or concrete demolition/removal, removal of trees, signs, light poles, etc. This inspection can be coordinated through the Underground Service Alert (USA) service at 811. A minimum notice of 48 hours is required. Ensure the USA markings and notifications are maintained throughout the duration of your work.

2. Access: At any time, PG&E may need to access, excavate, and perform work on the gas pipeline. Any construction equipment, materials, or spoils may need to be removed upon notice. Any temporary construction fencing installed within PG&E's easement would also need to be capable of being removed at any time upon notice. Any plans to cut temporary slopes exceeding a 1:4 grade within 10 feet of a gas transmission pipeline need to be approved by PG&E Pipeline Services in writing PRIOR to performing the work.

3. Wheel Loads: To prevent damage to the buried gas pipeline, there are weight limits that must be enforced whenever any equipment gets within 10 feet of traversing the pipe.

Ensure a list of the axle weights of all equipment being used is available for PG&E's Standby Inspector. To confirm the depth of cover, the pipeline may need to be potholed by hand in a few areas.

Due to the complex variability of tracked equipment, vibratory compaction equipment, and cranes, PG&E must evaluate those items on a case-by-case basis prior to use over the gas pipeline (provide a list of any proposed equipment of this type noting model numbers and specific attachments).

No equipment may be set up over the gas pipeline while operating. Ensure crane outriggers are at least 10 feet from the centerline of the gas pipeline. Transport trucks must not be parked over the gas pipeline while being loaded or unloaded.

4. Grading: PG&E requires a minimum of 36 inches of cover over gas pipelines (or existing grade if less) and a maximum of 7 feet of cover at all locations. The graded surface cannot exceed a cross slope of 1:4.

5. Excavating: Any digging within 2 feet of a gas pipeline must be dug by hand. Note that while the minimum clearance is only 12 inches, any excavation work within 24 inches of the edge of a pipeline must be done with hand tools. So to avoid having to dig a trench entirely with hand tools, the edge of the trench must be over 24 inches away. (Doing the math for a 24 inch

wide trench being dug along a 36 inch pipeline, the centerline of the trench would need to be at least 54 inches [24/2 + 24 + 36/2 = 54] away, or be entirely dug by hand.)

Water jetting to assist vacuum excavating must be limited to 1000 psig and directed at a 40° angle to the pipe. All pile driving must be kept a minimum of 3 feet away.

Any plans to expose and support a PG&E gas transmission pipeline across an open excavation need to be approved by PG&E Pipeline Services in writing PRIOR to performing the work.

6. Boring/Trenchless Installations: PG&E Pipeline Services must review and approve all plans to bore across or parallel to (within 10 feet) a gas transmission pipeline. There are stringent criteria to pothole the gas transmission facility at regular intervals for all parallel bore installations.

For bore paths that cross gas transmission pipelines perpendicularly, the pipeline must be potholed a minimum of 2 feet in the horizontal direction of the bore path and a minimum of 12 inches in the vertical direction from the bottom of the pipe with minimum clearances measured from the edge of the pipe in both directions. Standby personnel must watch the locator trace (and every ream pass) the path of the bore as it approaches the pipeline and visually monitor the pothole (with the exposed transmission pipe) as the bore traverses the pipeline to ensure adequate clearance with the pipeline. The pothole width must account for the inaccuracy of the locating equipment.

7. Substructures: All utility crossings of a gas pipeline should be made as close to perpendicular as feasible (90° +/- 15°). All utility lines crossing the gas pipeline must have a minimum of 12 inches of separation from the gas pipeline. Parallel utilities, pole bases, water line ‘kicker blocks’, storm drain inlets, water meters, valves, back pressure devices or other utility substructures are not allowed in the PG&E gas pipeline easement.

If previously retired PG&E facilities are in conflict with proposed substructures, PG&E must verify they are safe prior to removal. This includes verification testing of the contents of the facilities, as well as environmental testing of the coating and internal surfaces. Timelines for PG&E completion of this verification will vary depending on the type and location of facilities in conflict.

8. Structures: No structures are to be built within the PG&E gas pipeline easement. This includes buildings, retaining walls, fences, decks, patios, carports, septic tanks, storage sheds, tanks, loading ramps, or any structure that could limit PG&E’s ability to access its facilities.

9. Fencing: Permanent fencing is not allowed within PG&E easements except for perpendicular crossings which must include a 16 foot wide gate for vehicular access. Gates will be secured with PG&E corporation locks.

10. Landscaping: Landscaping must be designed to allow PG&E to access the pipeline for maintenance and not interfere with pipeline coatings or other cathodic protection systems. No trees, shrubs, brush, vines, and other vegetation may be planted within the easement area. Only those plants, ground covers, grasses, flowers, and low-growing plants that grow unsupported to a maximum of four feet (4’) in height at maturity may be planted within the easement area.

11. Cathodic Protection: PG&E pipelines are protected from corrosion with an “Impressed Current” cathodic protection system. Any proposed facilities, such as metal conduit, pipes, service lines, ground rods, anodes, wires, etc. that might affect the pipeline cathodic protection system must be reviewed and approved by PG&E Corrosion Engineering.

12. Pipeline Marker Signs: PG&E needs to maintain pipeline marker signs for gas transmission pipelines in order to ensure public awareness of the presence of the pipelines. With prior written approval from PG&E Pipeline Services, an existing PG&E pipeline marker sign that is in direct conflict with proposed developments may be temporarily relocated to accommodate construction work. The pipeline marker must be moved back once construction is complete.

13. PG&E is also the provider of distribution facilities throughout many of the areas within the state of California. Therefore, any plans that impact PG&E’s facilities must be reviewed and approved by PG&E to ensure that no impact occurs which may endanger the safe operation of its facilities.

Attachment 2 – Electric Facilities

It is PG&E's policy to permit certain uses on a case by case basis within its electric transmission fee strip(s) and/or easement(s) provided such uses and manner in which they are exercised, will not interfere with PG&E's rights or endanger its facilities. Some examples/restrictions are as follows:

1. Buildings and Other Structures: No buildings or other structures including the foot print and eave of any buildings, swimming pools, wells or similar structures will be permitted within fee strip(s) and/or easement(s) areas. PG&E's transmission easement shall be designated on subdivision/parcel maps as "**RESTRICTED USE AREA – NO BUILDING."**

2. Grading: Cuts, trenches or excavations may not be made within 25 feet of our towers. Developers must submit grading plans and site development plans (including geotechnical reports if applicable), signed and dated, for PG&E's review. PG&E engineers must review grade changes in the vicinity of our towers. No fills will be allowed which would impair ground-to-conductor clearances. Towers shall not be left on mounds without adequate road access to base of tower or structure.

3. Fences: Walls, fences, and other structures must be installed at locations that do not affect the safe operation of PG&'s facilities. Heavy equipment access to our facilities must be maintained at all times. Metal fences are to be grounded to PG&E specifications. No wall, fence or other like structure is to be installed within 10 feet of tower footings and unrestricted access must be maintained from a tower structure to the nearest street. Walls, fences and other structures proposed along or within the fee strip(s) and/or easement(s) will require PG&E review; submit plans to PG&E Centralized Review Team for review and comment.

4. Landscaping: Vegetation may be allowed; subject to review of plans. On overhead electric transmission fee strip(s) and/or easement(s), trees and shrubs are limited to those varieties that do not exceed 15 feet in height at maturity. PG&E must have access to its facilities at all times, including access by heavy equipment. No planting is to occur within the footprint of the tower legs. Greenbelts are encouraged.

5. Reservoirs, Sumps, Drainage Basins, and Ponds: Prohibited within PG&E's fee strip(s) and/or easement(s) for electric transmission lines.

6. Automobile Parking: Short term parking of movable passenger vehicles and light trucks (pickups, vans, etc.) is allowed. The lighting within these parking areas will need to be reviewed by PG&E; approval will be on a case by case basis. Heavy equipment access to PG&E facilities is to be maintained at all times. Parking is to clear PG&E structures by at least 10 feet. Protection of PG&E facilities from vehicular traffic is to be provided at developer's expense AND to PG&E specifications. Blocked-up vehicles are not allowed. Carports, canopies, or awnings are not allowed.

7. Storage of Flammable, Explosive or Corrosive Materials: There shall be no storage of fuel or combustibles and no fueling of vehicles within PG&E's easement. No trash bins or incinerators are allowed.

8. Streets and Roads: Access to facilities must be maintained at all times. Street lights may be allowed in the fee strip(s) and/or easement(s) but in all cases must be reviewed by PG&E for proper clearance. Roads and utilities should cross the transmission easement as nearly at right angles as possible. Road intersections will not be allowed within the transmission easement.

9. Pipelines: Pipelines may be allowed provided crossings are held to a minimum and to be as nearly perpendicular as possible. Pipelines within 25 feet of PG&E structures require review by PG&E. Sprinklers systems may be allowed; subject to review. Leach fields and septic tanks are not allowed. Construction plans must be submitted to PG&E for review and approval prior to the commencement of any construction.

10. Signs: Signs are not allowed except in rare cases subject to individual review by PG&E.

11. Recreation Areas: Playgrounds, parks, tennis courts, basketball courts, barbecue and light trucks (pickups, vans, etc.) may be allowed; subject to review of plans. Heavy equipment access to PG&E facilities is to be maintained at all times. Parking is to clear PG&E structures by at least 10 feet. Protection of PG&E facilities from vehicular traffic is to be provided at developer's expense AND to PG&E specifications.

12. Construction Activity: Since construction activity will take place near PG&E's overhead electric lines, please be advised it is the contractor's responsibility to be aware of, and observe the minimum clearances for both workers and equipment operating near high voltage electric lines set out in the High-Voltage Electrical Safety Orders of the California Division of Industrial Safety (https://www.dir.ca.gov/Title8/sb5g2.html), as well as any other safety regulations. Contractors shall comply with California Public Utilities Commission General Order 95 (http://www.cpuc.ca.gov/gos/GO95/go_95_startup_page.html) and all other safety rules. No construction may occur within 25 feet of PG&E's towers. All excavation activities may only commence after 811 protocols has been followed.

Contractor shall ensure the protection of PG&E's towers and poles from vehicular damage by (installing protective barriers) Plans for protection barriers must be approved by PG&E prior to construction.

13. PG&E is also the owner of distribution facilities throughout many of the areas within the state of California. Therefore, any plans that impact PG&E's facilities must be reviewed and approved by PG&E to ensure that no impact occurs that may endanger the safe and reliable operation of its facilities.

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: October 20, 2021

Agenda Number: D-1

SUBJECT:

Agreement with the County Pertaining to a State Integrated Regional Water Management (IRWM) Grant for installation of Water Meters

RECOMMENDATION:

Adopt a Resolution approving Memorandum of Understanding (MOU) Between the County and the City Pertaining to State of California Grant No. 4600013817 Relating to IRWM Grant for installation of Automatic Meter Reading (AMR) water meters in the amount of $779,653

SUMMARY:

The proposed MOU between the City and County is for the disbursement of California Department of Water Resources (DWR) IRWM grant funds to the City. The funds are designated to be used for the installation of Automatic Meter Reading (AMR) water meters in the as part of Engineering project W-31 and W-32.

BACKGROUND:

The City is a member of the Regional Water Management Group (RWMG), a voluntary association of local stakeholders formed to facilitate coordination and collaboration regarding management of water resources in the Madera Region. The City is one of 11 voting members along with 4 tribal and disadvantaged community members.

RWMG has agreed to participate in integrated regional water management planning by means of a joint powers agreement, Memorandum of Understanding (MOU), or other written agreements, as appropriate, that is approved by each agency's governing body. The group is responsible for preparing and maintaining a IRWM Plan (IRWMP) which was last updated in 2019 and adopted by City Resolution 19-128. This plan is used for identifying and ranking projects and programs that may receive grant funding through the DWR.

The County applied for grants for numerous regional projects from the DWR Round 1 IRWM Implementation Grant Program. The City water meter project (Engineering Project W-32 and a portion of W-31) was one of the regional projects included in the successful grant application. The County will be administering the grant funds to the City under the attached MOU.

The IRWM grant funds will be used for the installation of new AMR meters on water services that are currently unmetered (CIP Project W-32). This includes services to City facilities and city-maintained landscape areas. Installation of AMR meters will assist in early detection of water leaks and reduce water losses. IRWM grant funds will also be used to replace the larger, old-style manual read meters on services that are three inches and larger with AMR meters (CIP Project W-31). AMR meters are more efficient at capturing water consumption which leads to better conservation and water loss prevention. Investigative engineering for this project is underway with the recent contract awarded to QK. Installation of the new AMR meters in anticipated to begin 2nd Quarter, 2022.

FINANCIAL IMPACT:

There is no fiscal impact to the City's General Fund. The IRWM Grant funds are included as a funding source for the Project in the Fiscal Year 2021/22 Capital Projects Budget.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Strategy 434: "Ensure continued water supplies to meet the demands of all the City of Madera through innovative reclamation, conservation and education on water-use."

ALTERNATIVES:

If the grant funds are not utilized, the cost of the meters engineering and installation will be borne by the City's Water Utility Fund.

ATTACHMENTS:

1. Resolution
2. Exhibit A – Memorandum of Understanding (MOU)

RESOLUTION NO. 21-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF MADERA AND CITY OF MADERA PERTAINING TO STATE OF CALIFORNIA GRANT NO. 4600013817 IN THE AMOUNT OF $ 779,653 RELATING TO INTEGRATED REGIONAL WATER MANAGEMENT (IRWM) GRANT FOR INSTALLATION OF WATER METERS

WHEREAS, the State of California awarded Grant No. 4600013817, Integrated Regional Water Management (IRWM Grant) to the County of Madera; and

WHEREAS, the IRWM Grant includes a pass through grant to the City of Madera; and

WHEREAS, the IRWM Grant has been included in the Fiscal Year 2021/22 Capital Projects Budget in the amount of $779,653; and

WHEREAS, a Memorandum of Understanding (MOU) is needed for IRWM Grant funds to be administered and disbursed through the County of Madera to the City of Madera; and

WHEREAS, the IRWM Grant is to be used for the installation of Automatic Meter Reading water meters in the City of Madera per City Engineering Project W-31 and W-32

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

1. The above recitals are true and correct.

2. The Memorandum By and Between the County of Madera and the City of Madera Pertaining to State of California Grant No. 4600013817 in the amount of $ 779,653 and attached hereto as Exhibit A is approved.

3. This resolution is effective immediately.

/ / /

EXHIBIT A

MEMORANDUM OF UNDERSTANDING
By and Between
The County of Madera and The City of Madera
Pertaining to State of California Grant No. 4600013817

This Memorandum of Understanding ("MOU") is entered into this _____ day of _____, 2021, by and between the County of Madera ("County") and the City of Madera ("City"), and is subject to the following terms and conditions and understandings.

RECITALS

A. The County executed a Grant Agreement on February 17, 2021 with the State of California, Department of Water Resources ("State DWR"), for Grant Number 4600013817 (the "Grant Agreement"). The Grant Agreement is attached hereto as Exhibit 1 to this MOU and is incorporated herein, in full, as if fully set forth herein.

B. The Grant Agreement provides certain Grant Funds for specified County projects and for one (1) City project (a water meter project), which is listed and described on Exhibit "B" to the Grant Agreement. The Grant amount available for the City project is $779,653 (the "Grant Funds"), subject to compliance with matching funds requirements and the eligibility conditions set forth in the Grant Agreement.

C. The County is the Grantee under the Grant Agreement and will administer the Grant Agreement for both the City project and the County projects.

D. The purpose of this MOU is to set forth the understanding of the parties pertaining to (1) the process by which the Grant Funds for the City project will be secured by the County, as Grantee under the Grant Agreement, and paid over to the City; and (2) the obligations of the City as a recipient of Grant Funds under the Grant Agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

AGREEMENT

1. The County will administer the Grant Agreement on behalf of the City and the County. In this role, the County will be the point of contact with the State DWR on all matters pertaining to the Grant Agreement and will comply with the periodic reporting requirements set forth in the Grant Agreement.

2. The County will submit requisitions for payment of Grant Funds to the State DWR for the City project on a quarterly basis.

3. To facilitate payment of Grant Funds to the County, the City will supply the County on a timely basis with all required information pertaining to the City project in sufficient detail, and in accordance with all the requirements of the Grant Agreement, so that the County can submit requisitions to the State DWR. Financial and cost information supplied to the County by the City should be consistent with the "Financial Assistance Branch Example Invoice Packet", attached herewith as Exhibit 2.

4. The City will comply with all grant eligibility requirements and conditions in connection with the City project, as set forth in the Grant Agreement, as if the City were a named Grantee and signatory to the Grant Agreement. The City will provide the County with all required information, documents and reporting information pertaining to the City project, as requested by the County from time to time, to facilitate full compliance with all Grant conditions.

5. Within 30 days of the receipt of periodic payments from the State DWR of Grant Funds, the County will submit payment to the City in those amounts approved by and remitted to the County by State DWR.

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6. Notices. Any notices sent by the parties under this MOU will be sent as follows:

COUNTY OF MADERA	CITY OF MADERA
Matthew Treber, Chief of Development Community and Economic Development 200 W. 4th Street Madera, CA 93637	Keith Helmuth, City Engineer 428 E. Yosemite Avenue Madera, CA 93638

7. Indemnification. The City shall indemnify and hold and save the County, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages that may arise out of the City Project and this Agreement, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of this City Project and any breach of this Agreement.

The County shall indemnify and hold and save the City, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages that may arise out of the County's failure to perform as grant administrator for City Project under this Agreement, including, but not limited to any claims or damages arising from County's failure to perform as required under the Grant Agreement and any breach of this Agreement.

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IN WITNESS WHEREOF, the parties have executed this MOU as of the date and year set forth above-written.

COUNTY OF MADERA

Dated: _____, 2021

By: _____
(Signature)

_____
(Print)

Title: _____

APPROVED AS TO LEGAL FORM:
COUNTY COUNSEL

Dated: October 13, 2021

By: _____
Dale E. Bacigalupi, Deputy

CITY OF MADERA

Dated: _____, 2021

By: _____
(Signature)

Keith Helmuth
(Print)

Title: City Engineer

APPROVED AS TO LEGAL FORM:
CITY ATTORNEY

Dated: _____, 2021

By: _____
(Signature)

_____
(Print)

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EXHIBIT 1

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ML 2/16/2021

ME 2/17/2021

CB 2/17/2021

MT 2/17/2021

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GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA (DEPARTMENT OF WATER RESOURCES) AND COUNTY OF MADERA AGREEMENT NUMBER 4600013817 PROPOSITION 1 ROUND 1 INTEGRATED REGIONAL WATER MANAGEMENT (IRWM) IMPLEMENTATION GRANT

THIS GRANT AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" or “DWR,” and the County of Madera, a public agency in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Grantee," which parties do hereby agree as follows:

1) PURPOSE. The State shall provide funding from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1) to the Grantee to assist in financing the projects, which are included in and implemented in an adopted Integrated Regional Water Management Plan (IRWM Plan), pursuant to Chapter 7. Regional Water Security, Climate, and Drought Preparedness (Wat. Code, § 79740 et seq.). The provision of State funds pursuant to this Agreement shall be construed or interpreted to mean that the IRWM Plan, or any components of the IRWM Plan, implemented in accordance with the Work Plan as set forth in Exhibit A, has been adopted through the IRWM Plan Review Process, and is/are consistent with Water Code section 10530 et seq.

2) TERM OF GRANT AGREEMENT. The term of this Grant Agreement begins on June 27, 2020, through final payment plus three (3) years unless otherwise terminated or amended as provided in this Grant Agreement. However, all work shall be completed by December 31, 2022, in accordance with the Schedule as set forth in Exhibit C and no funds may be requested after March 31, 2023

3) GRANT AMOUNT. The maximum amount payable by the State under this Grant Agreement shall not exceed $2,241,085.

4) GRANTEE COST SHARE. The Grantee is required to provide a Local Cost Share (non-state funds) as set forth in Exhibit B (Budget). Local Cost Share may include Eligible Project Costs directly related to Exhibit A incurred after January 1, 2015.

5) BASIC CONDITIONS.

   A. Unless exempt as per the 2019 IRWM Implementation Grant Proposal Solicitation Package, project(s) that are subject to the California Environmental Quality Act (CEQA) including final land purchases, shall not be included in this Agreement until the CEQA process is completed and all permits necessary to begin construction are acquired. Projects providing at least 75% of benefits to a disadvantaged community (DAC), economically distressed area (EDA), and/or Tribe (based on population or geography), or projects implemented by Tribes will be exempt from this requirement.

      i. Such projects will be included in the Agreement as a placeholder. Placeholder projects are not eligible for grant reimbursement and may not submit invoices to DWR until such time as they are fully included in the Agreement.

      ii. Placeholder projects that complete CEQA and/or acquire permits (necessary to begin construction) within eighteen (18) months of the agreement execution date will be amended into the agreement. At the end of the eighteen (18)-month term, any placeholder projects that fail to complete CEQA and/or acquire permits will be deleted from the Agreement. The total grant award will be reduced by the amount of the deleted project(s). Replacement projects will not be allowed. Reduced amount will be made available to the respective Funding Area in future funding rounds on a competitive basis. Deleted placeholder projects will not be eligible to receive any grant reimbursement under this Agreement; however, such project could be eligible under the next round of grant solicitation.

   B. The State shall have no obligation to disburse money for the Project(s) under this Grant Agreement until the Grantee has satisfied the following conditions (if applicable):

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i. The Grantee shall demonstrate compliance with all eligibility criteria as set forth on pages 9-11, inclusive, of the 2019 IRWM Implementation Grant Program (Program) Guidelines (2019 Guidelines).

ii. For the term of this Agreement, the Grantee shall submit Quarterly Progress Reports which must accompany an invoice and all invoice backup documentation ($0 Invoices are acceptable). The Quarterly Progress Report shall be submitted within 60 days following the end of the calendar quarter (i.e. reports due May 30, August 29, November 29, and March 1) and all other deliverables as required by Paragraph 14, "Submission of Reports" and Exhibit A, "Work Plan".

iii. Prior to the commencement of construction or implementation activities, if applicable, the Grantee shall submit the following to the State.

1. Final plans and specifications certified, signed and stamped by a California Registered Civil Engineer (or equivalent registered professional as appropriate) to certify compliance for each approved project as listed in Exhibit A of this Grant Agreement.

2. Work that is subject to the California Environmental Quality Act (CEQA) (including final land purchases) shall not proceed under this Grant Agreement until the following actions are performed:

a) The Grantee submits to the State all applicable environmental permits, as indicated on the Environmental Information Form to the State,

b) Documents that satisfy the CEQA process are received by the State,

c) The State has completed its CEQA process as a Responsible Agency, and

d) The Grantee receives written notification from the State of concurrence with the Lead Agency's CEQA documents (s) and State's notice of verification of environmental permit submittal.

The State's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (i.e., construction or implementation activities) for which it is required. Once CEQA documentation has been completed, the State will consider the environmental documents and decide whether to continue to fund the project, or to require changes, alterations, or other mitigation. Proceeding with work subject to CEQA prior to the State's concurrence shall constitute a material breach of this Agreement. The Grantee or Local Project Sponsor (LPS) shall also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act (NEPA) by submitting copies of any environmental documents, including Environmental Impact Statements, Finding of No Significant Impact, mitigation monitoring programs, and environmental permits as may be required prior to beginning construction/ implementation.

iv. A monitoring plan as required by Paragraph 16, "Monitoring Plan Requirements," if applicable.

6) DISBURSEMENT OF FUNDS. The State will disburse to the Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. Any and all money disbursed to the Grantee under this Grant Agreement shall be deposited in a non-interest bearing account and shall be used solely to pay Eligible Project Costs.

7) ELIGIBLE PROJECT COST. The Grantee shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B, "Budget". Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition and associated legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reimbursable administrative expenses are the necessary costs incidental but directly related

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to the Project included in this Agreement. Costs incurred after the June 26, 2020 may be eligible for reimbursement.

Costs that are not eligible for reimbursement include, but are not limited to, the following items:

A. Costs, other than those noted above, incurred prior to the award date of this Grant.

B. Costs for preparing and filing a grant application.

C. Operation and maintenance costs, including post construction performance and monitoring costs.

D. Purchase of equipment that is not an integral part of a project.

E. Establishing a reserve fund.

F. Purchase of water supply.

G. Replacement of existing funding sources for ongoing programs.

H. Meals, food items, or refreshments.

I. Payment of any punitive regulatory agency requirement, federal or state taxes.

J. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies, or acquisition of land by eminent domain.

K. Overhead and Indirect Costs. “Indirect Costs” means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs that are not directly related to the funded project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Grantee or LPSs; non-project-specific accounting and personnel services performed within the Grantee’s or LPS’ organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; forums, trainings, and seminars; and, generic overhead or markup. This prohibition applies to the Grantee, LPSs, and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.

L. Mitigation for environmental impacts not resulting from implementation of the Project funded by this program.

8) METHOD OF PAYMENT. After the disbursement requirements in Paragraph 5, “Basic Conditions” are met, the State will disburse the whole or portions of State funding to the Grantee, following receipt from the Grantee of an electronic invoice certified and transmitted via electronic/digital signature system (e.g., DocuSign) or via US mail or Express mail delivery of a “wet signature” for costs incurred, including Local Cost Share, and timely Quarterly Progress Reports as required by Paragraph 14, “Submission of Reports.” Payment will be made no more frequently than quarterly, in arrears, upon receipt of an invoice bearing the Grant Agreement number. Quarterly Progress Report must accompany an invoice ($0 Invoices are acceptable) and shall be submitted within 60 days following the end of the calendar quarter (i.e. invoices due May 30, August 29, November 29, and March 1). The State will notify the Grantee, in a timely manner, whenever, upon review of an invoice, the State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to the State. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to the State to cure such deficiency(ies). If the Grantee fails to submit adequate documentation curing the deficiency(ies), the State will adjust the pending invoice by the amount of ineligible or unapproved costs.

Invoices submitted by the Grantee shall include the following information:

A. Costs incurred for work performed in implementing the Project during the period identified in the particular invoice.

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B. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a project during the period identified in the particular invoice for the implementation of a project.

C. Invoices shall be submitted on forms provided by the State and shall meet the following format requirements:

i. Invoices shall contain the date of the invoice, either the time period covered by the invoice or the invoice date received within the time period covered, and the total amount due.

ii. Invoices shall be itemized based on the categories (i.e., tasks) specified in Exhibit B, "Budget." The amount claimed for salaries/wages/consultant fees shall include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).

iii. One set of sufficient evidence (i.e., receipts, copies of checks, personnel hours' summary table, time sheets) shall be provided for all costs included in the invoice.

iv. Each invoice shall clearly delineate those costs claimed for reimbursement from the State's funding amount, as depicted in Paragraph 3, "Grant Amount" and those costs that represent the Grantee's costs, as applicable, in Paragraph 4, "Grantee Cost Share."

v. Original signature and date of the Grantee's Project Representative. Submit an electronic invoice, certified and transmitted via electronic/digital signature system (e.g., DocuSign), from authorized representative to the Project Manager or the original "wet signature" copy of the invoice form to the Project Manager at the following address: PO Box 942836, Sacramento, CA 94236-0001.

All invoices submitted shall be accurate and signed under penalty of law. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Grantee shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., cost share). Any eligible costs for which the Grantee is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder plus interest. Additionally, the State may request an audit pursuant to Paragraph D.5 and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 487-489.)

9) ADVANCED PAYMENT. Water Code section 10551 authorizes advanced payment by the State for projects included and implemented in an applicable Integrated Regional Water Management Plan, and when the project proponent is a nonprofit organization; a disadvantaged community (DAC); or the project benefits a DAC. If a project is awarded less than $1,000,000 in grant funds, the project proponent may receive an advanced payment of fifty (50) percent of the grant award; the remaining fifty (50) percent of the grant award will be reimbursed in arrears after the advanced funds of a budget category have been fully expended. Within ninety (90) calendar days of execution of the Grant Agreement, the Grantee may provide the State an Advanced Payment Request. Advanced Payment Requests received ninety-one (91) calendar days after the execution of this Agreement will not be eligible to receive an advanced payment. The Advanced Payment Request shall contain the following:

A. Documentation demonstrating that each Local Project Sponsor (if different from the Grantee, as listed in Exhibit I) was notified about their eligibility to receive an advanced payment and a response from the Local Project Sponsor stating whether it wishes to receive the advanced payment or not.

B. If the Grantee is requesting the advanced payment, the request(s) shall include:
i. Descriptive information of each project with an update on project status

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ii. The names of the entities that will receive the funding for each project, including, but not limited to, an identification as to whether the project proponent or proponents are nonprofit organizations or a DAC, or whether the project benefits a DAC
iii. A detailed Funding Plan which includes how the advanced payment will be expended (in terms of workplan, budget, and schedule) within the timeframe agreed upon by DWR and the Grantee. The Funding Plan must clearly identify the total budget (at Budget Category Level) for each project clearly showing the portion of advanced payment and reimbursement funds.
iv. Any other information that DWR may deem necessary

C. Upon review and approval of the Advanced Payment Request, DWR will authorize payment of the fully requested amount for the qualified project(s). Based on the project's Funding Plan and other considerations, DWR may determine it is not prudent to advance the full request in a single disbursement. In such a case, DWR will develop a "Disbursement Schedule," to disburse funds in installments. This Disbursement Schedule may change based on the project's ongoing compliance with the Advanced Payment requirements and the project's cash flow needs.

D. Once DWR authorizes the Advanced Payment Request, the Grantee shall submit Advanced Payment Invoice(s) for the initial amount based on the "Disbursement Schedule" on behalf of the LPS(s), containing the request for each qualified project, to the State with signature and date of the Grantee's Project Representative, as indicated in Paragraph 21, "Project Representative." The Grantee shall be responsible for the timely distribution of the advanced funds to the respective LPS(s). The Advanced Payment Invoice(s) shall be submitted on forms provided by the State and shall meet the following format requirements:
i. Invoice shall contain the date of the invoice, the time period covered by the invoice, and the total amount due.

ii. Invoice shall be itemized based on the budget categories specified in Exhibit B, "Budget."

iii. The State Project Manager will notify the Grantee, in a timely manner, when, upon review of an Advance Payment Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies).

iv. On a quarterly basis, the Grantee will submit an Accountability Report to the State that demonstrates how actual expenditures compare with the scheduled budget. The Accountability Report shall include the following information:
1. An itemization of how advanced funds have been spent to-date (Expenditure Report), including documentation that supports the disbursements (e.g., contractor invoices, receipts, personnel hours, etc.). Accountability Reports shall be itemized based on the budget categories (i.e., tasks) specified in Exhibit B.
2. An updated Accountability Report including an updated Funding Plan that depicts how the remaining advanced funds will be expended and the activities and deliverables associated with the advanced funds within the timeframe agreed upon by DWR and the Grantee when the advanced payment request was approved.
3. Documentation that the funds were placed in a non-interest bearing account, including the dates of deposits and withdrawals from that account.
4. Proof of distribution of advanced funds to LPS(s), if applicable.

v. The State's Project Manager will notify the Grantee, in a timely manner, when, upon review of the Accountability Report, the State determines that any portion of the expenditures claimed are not eligible costs. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies). If costs are not consistent with the tasks in Exhibit A, the State will reject the claim and remove them from the Accountability Report.

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E. Once the Grantee has spent all advanced funds in a budget category, then the method of payment will revert to the reimbursement process for that budget category specified in Paragraph 8, "Method of Payment for Reimbursement."

10) REPAYMENT OF ADVANCES. The State may demand repayment from the Grantee of all or any portion of the advanced State funding along with interest at the California general obligation bond interest rate at the time the State notifies the Grantee, as directed by the State, and take any other action that it deems necessary to protect its interests for the following conditions:

A. A project is not being implemented in accordance with the provisions of the Grant Agreement.

B. The Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction.

C. Failure by the Grantee to submit complete and accurate quarterly Accountability Reports by the required due dates, unless otherwise approved by DWR.

D. Failure to deposit funds in a non-interest-bearing account.

E. Use of Advance Payment funds for ineligible expenses and/or activities not consistent with this Agreement.

F. Inappropriate use of funds, as deemed by DWR.

G. Repayment amounts may also include:

i. Actual costs incurred which are not consistent with the activities presented in Exhibit A, not supported, or are ineligible.

ii. Advanced funds which are not fully expended by project completion, notwithstanding Water Code section 10551(c)(4). Unused grant funds shall be returned to DWR within sixty (60) calendar days.

Any repayment of advanced funds may consist of reducing the amount from future reimbursement invoices. The State may consider the Grantee's refusal to repay the requested advanced amount a material breach of this Agreement subject to the default provisions in Paragraph 12, "Default Provisions." If the State notifies the Grantee of its decision to demand repayment or withhold the entire funding amount from the Grantee pursuant to this Paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Agreement.

11) WITHHOLDING OF DISBURSEMENTS BY THE STATE. If the State determines that a project is not being implemented in accordance with the provisions of this Grant Agreement, or that the Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction, the State may withhold from the Grantee all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Grantee and the State notifies the Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 12, "Default Provisions," the portion that has been disbursed shall thereafter be repaid immediately with interest at the California general obligation bond interest rate at the time the State notifies the Grantee, as directed by the State. The State may consider the Grantee's refusal to repay the requested disbursed amount a material breach subject to the default provisions in Paragraph 12, "Default Provisions." If the State notifies the Grantee of its decision to withhold the entire funding amount from the Grantee pursuant to this Paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.

12) DEFAULT PROVISIONS. The Grantee shall be in default under this Grant Agreement if any of the following occur:

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A. Substantial breaches of this Grant Agreement, or any supplement or amendment to it, or any other agreement between the Grantee and the State evidencing or securing the Grantee's obligations;

B. Making any false warranty, representation, or statement with respect to this Grant Agreement or the application filed to obtain this Grant Agreement;

C. Failure to operate or maintain the Project in accordance with this Grant Agreement.

D. Failure to make any remittance required by this Grant Agreement, including any remittance recommended as the result of an audit conducted pursuant to Paragraph D.5.

E. Failure to submit quarterly progress reports pursuant to Paragraph 5.

F. Failure to routinely invoice the State pursuant to Paragraph 8.

G. Failure to meet any of the requirements set forth in Paragraph 13, "Continuing Eligibility."

Should an event of default occur, the State shall provide a notice of default to the Grantee and shall give the Grantee at least ten (10) calendar days to cure the default from the date the notice is sent via first-class mail to the Grantee. If the Grantee fails to cure the default within the time prescribed by the State, the State may do any of the following:

H. Declare the funding be immediately repaid, with interest, which shall be equal to State of California general obligation bond interest rate in effect at the time of the default.

I. Terminate any obligation to make future payments to the Grantee.

J. Terminate the Grant Agreement.

K. Take any other action that it deems necessary to protect its interests.

In the event the State finds it necessary to enforce this provision of this Grant Agreement in the manner provided by law, the Grantee agrees to pay all costs incurred by the State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

13) CONTINUING ELIGIBILITY. The Grantee shall meet the following ongoing requirement(s) and all eligibility criteria outlined in the 2019 Guidelines to remain eligible to receive State funds:

A. An urban water supplier that receives grant funds pursuant to this Agreement shall maintain compliance with the Urban Water Management Planning Act (UWMP; Wat. Code, § 10610 et seq.) and Sustainable Water Use and Demand Reduction (Wat. Code, § 10608 et seq.) as set forth on page 11 of the 2019 Guidelines and as stated on page 22 of the Proposal Solicitation Package.

B. An agricultural water supplier receiving grant funds shall comply with Sustainable Water Use and Demand Reduction requirements outlined in Water Code section 10608, et seq. and have their Agricultural Water Management Plan (AWMP) deemed consistent by DWR. To maintain eligibility and continue funding disbursements, an agricultural water supply shall have their 2015 AWMP identified on the State's website. For more information, visit the website listed in Appendix A in the 2019 Guidelines.

C. A surface water diverter receiving grant funds shall maintain compliance with diversion reporting requirements as outlined in Water Code section 5100 et. seq.

D. If applicable, the Grantee shall demonstrate compliance with the Sustainable Groundwater Management Act (SGMA) set forth on page 10 of the 2019 Guidelines.

E. If the Grantee has been designated as a monitoring entity under the California Statewide Groundwater Elevation Monitoring (CASGEM) Program, the Grantee shall maintain reporting compliance, as required by Water Code section 10932 and the CASGEM Program.

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F. The Grantee shall adhere to the protocols developed pursuant to The Open and Transparent Water Data Act (Wat. Code, § 12406, et seq.) for data sharing, transparency, documentation, and quality control.

14) SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Grant Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to the State. All reports shall be submitted to the State's Project Manager and shall be submitted via the DWR "Grant Review and Tracking System" (GRanTS). If requested, the Grantee shall promptly provide any additional information deemed necessary by the State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F, "Report Formats and Requirements." The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State of a Project Completion Report is a requirement for the release of any funds retained for such project.

A. Quarterly Progress Reports: The Grantee shall submit quarterly Progress Reports to meet the State's requirement for disbursement of funds. Progress Reports shall be uploaded via GRanTS, and the State's Project Manager notified of upload. Progress Reports shall, in part, provide a brief description of the work performed, the Grantee's activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Grant Agreement during the reporting period. The first Progress Report must accompany an invoice ($0 Invoices are acceptable) and shall be submitted within 60 days following the end of the calendar quarter (i.e. invoices due May 30, August 29, November 29, and March 1).

B. Accountability Report: The Grantee shall prepare and submit to the State an Accountability Report on a quarterly basis if the Grantee received an advanced payment, consistent with the provisions in Paragraph 9, "Advanced Payment."

C. Project Completion Report: The Grantee shall prepare and submit to the State a separate Project Completion Report for each project included in Exhibit A. The Grantee shall submit a Project Completion Report (or a Component Completion Report, if a Project has multiple Components) within ninety (90) calendar days of Project/Component completion as outlined in Exhibit F.

D. Grant Completion Report: Upon completion of all the Projects included in Exhibit A, the Grantee shall submit to the State a Grant Completion Report. The Grant Completion Report shall be submitted within ninety (90) calendar days of submitting the Completion Report for the final project to be completed under this Grant Agreement, as outlined in Exhibits A, and F. Retention for any grant administration line items in the Budget of this Grant Agreement will not be disbursed until the Grant Completion Report is approved by the State.

E. Post-Performance Reports: The Grantee shall prepare and submit to the State Post-Performance Reports for the applicable project(s). Post-Performance Reports shall be submitted to the State within ninety (90) calendar days after the first operational year of a project has elapsed. This record keeping and reporting process shall be repeated annually for a total of three (3) years after the project begins operation.

15) OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation projects and in consideration of the funding made by the State, the Grantee agrees to ensure or cause to be performed the commencement and continued operation of the project, and shall ensure or cause the project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, or operation. The Grantee or their successors may, with the written approval of the State, transfer this responsibility to use, manage, and maintain the property. For purposes of this Grant Agreement, "useful life" means period during which an asset, property, or activity is expected to be

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usable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and "maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal by the Grantee to ensure operation and maintenance of the projects in accordance with this provision may, at the option of the State, be considered a breach of this Grant Agreement and may be treated as default under Paragraph 12, "Default Provisions."

16) MONITORING PLAN REQUIREMENTS. A Monitoring Plan shall be submitted to the State prior to disbursement of State funds for construction or monitoring activities. The Monitoring Plan should incorporate Post-Performance Monitoring Report requirements as defined and listed in Exhibit F, and follow the guidance provided in Exhibit J, "Project Monitoring Plan Guidance."

17) STATEWIDE MONITORING REQUIREMENTS. The Grantee shall ensure that all groundwater projects and projects that include groundwater monitoring requirements are consistent with the Groundwater Quality Monitoring Act of 2001 (Water Code § 10780 et seq.) and, where applicable, that projects that affect water quality shall include a monitoring component that allows the integration of data into statewide monitoring efforts, including where applicable, the Surface Water Ambient Monitoring Program carried out by the State Water Resources Control Board. See Exhibit G for web links and information regarding other State monitoring and data reporting requirements.

18) NOTIFICATION OF STATE. The Grantee shall promptly notify the State, in writing, of the following items:

    A. Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. The Grantee agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to the State and the State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.

    B. Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by the State's representatives. The Grantee shall make such notification at least fourteen (14) calendar days prior to the event.

    C. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Grantee agrees that all work in the area of the find shall cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the State has determined what actions should be taken to protect and preserve the resource. The Grantee agrees to implement appropriate actions as directed by the State.

    D. The initiation of any litigation or the threat of litigation against the Grantee or an LPS regarding the Project or which may affect the Project in any way.

    E. Applicable to construction projects only: Final inspection of the completed work on a project by a Registered Professional (Civil Engineer, Engineering Geologist, or other State approved certified/licensed Professional), in accordance with Exhibit D. The Grantee shall notify the State's Project Manager of the inspection date at least fourteen (14) calendar days prior to the inspection in order to provide the State the opportunity to participate in the inspection.

19) NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means:

    A. By delivery in person.

    B. By certified U.S. mail, return receipt requested, postage prepaid.

    C. By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.

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D. By electronic means.

E. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U.S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the addresses listed below. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

20) PERFORMANCE EVALUATION. Upon completion of this Grant Agreement, the Grantee's performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Grantee.

21) PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant Agreement are as follows:

Department of Water Resources

Arthur Hinojosa
Chief, Division of Regional Assistance
P.O. Box 942836
Sacramento, CA 94236-0001
Phone: (916) 653-4736
Email: Arthur.Hinojosa@water.ca.gov

County of Madera

Matthew Treber
Chief of Development Services
200 W 4th Street
Madera, CA 93647
Phone: (559) 675-7821
Email: Matthew.Treber@maderacounty.com

Direct all inquiries to the Project Manager:

Department of Water Resources

Michelle Pombrol
Environmental Scientist
P.O. Box 942836
Sacramento, CA 94236-0001
Phone: (916) 651-9665
Email: Michelle.Pombrol@water.ca.gov

County of Madera Public Works Department

Ramon Mendez
Engineer III
200 W 4th Street Suite 3100
Madera, CA 93637
Phone: (559) 675-7811
Email: Ramon.Mendez@maderacounty.com

Either party may change its Project Representative or Project Manager upon written notice to the other party.

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22) STANDARD PROVISIONS. This Grant Agreement is complete and is the final Agreement between the parties. The following Exhibits are attached and made a part of this Grant Agreement by this reference:

Exhibit A – Work Plan

Exhibit B – Budget

Exhibit C – Schedule

Exhibit D – Standard Conditions

Exhibit E – Authorizing Resolution

Exhibit F – Report Formats and Requirements

Exhibit G – Requirements for Data Submittal

Exhibit H – State Audit Document Requirements for the Grantee

Exhibit I – Local Project Sponsors and Project Locations

Exhibit J – Project Monitoring Plan Guidance

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement.

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

Carmel Brown for

Arthur Hinojosa
Chief, Division of Regional Assistance

Date 2/17/2021

COUNTY OF MADERA

Matthew Treber

Matthew Treber
Chief of Development Services

Date 2/17/2021

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EXHIBIT A

WORK PLAN

PROPOSITION 1 ROUND 1 MADERA IRWM IMPLEMENTATION GRANT

Grant Administration

IMPLEMENTING AGENCY: County of Madera

PROJECT DESCRIPTION: The Grantee will administer these funds and respond to DWR's reporting and compliance requirements associated with the grant administration. The Grantee will act in a coordination role: disseminating grant compliance information to the project managers responsible for implementing the projects contained in this Agreement, obtaining and retaining evidence of compliance (e.g., CEQA/NEPA documents, reports, monitoring compliance documents, labor requirements, etc.), obtaining data for progress reports from individual project managers, assembling and submitting progress reports to the State, and coordinating all invoicing and payment of invoices.

Budget Category (a): Project Administration

Task 1: Agreement Administration

The Grantee will respond to DWR's reporting and compliance requirements associated with the grant administration and will coordinate with the project managers responsible for implementing the projects contained in this Agreement.

Task 2: Invoicing

The Grantee will be responsible for compiling invoices for submittal to DWR. This includes collecting invoice documentation from each of the Local Project Sponsors and compiling the information into a DWR Invoice Packet.

Deliverables:

- Quarterly Invoices and associated backup documentation

Task 3: Reporting

The Grantee will be responsible for compiling progress reports for submittal to DWR. The Grantee will coordinate with Local Project Sponsor staff to retain consultants as needed to prepare and submit progress reports and final project completion reports for each project, as well as the grant completion report. An agreement between the City of Madera (City) and the Grantee will be completed to address the City's portion of grant activities. The agreement will be approved by the governing body of each agency.

Deliverables:

- Quarterly Project Progress Report
- Grant Completion Report

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PROJECT 1: Madera Water Meter Installation Project

IMPLEMENTING AGENCY: City of Madera

PROJECT DESCRIPTION: The City of Madera (City) Water Meter Project will complete the conversion of all water service connections to metered service by installing approximately 300 Automatic Meter Readers (AMR) on industrial, commercial, multi-family, and institutional connections City-wide. The project will create a more efficient operation and allow the City to maintain the lowest possible water rates for customers. Ultimately, the project will lead to greater conservation by consumers, reducing water demands on the groundwater storage and the pumping requirements. The project will reduce groundwater pumping by approximately 1,600 acre-feet per year (AFY).

Budget Category (a): Project Administration

Task 1: Project Management

Manage grant agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with IRWM regional manager. Prepare invoices including relevant supporting documentation for submittal to DWR as Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/Easement

Not applicable

Budget Category (c): Planning/Design/Engineering/Environmental Documentation

Task 3: CEQA Documentation

A Notice of Exemption was filed for this project at the County of Madera Clerk's Office on September 9, 2020. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

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Task 4: Permitting

All necessary permits will be obtained.

Deliverables:

- Permits as required

Task 5: Design

All water services will be inventoried. Meter status will also be logged. For services with meters, the inventory will include size, type, age, and other pertinent information. This data will be compiled into a Geographic Information System (GIS) database and asset management software. All unmetered services shall be investigated to determine what is necessary to install an automatic read meter. Configuration of meters for parcels with looped systems will require specific design recommendations such as check valves to assure meters will function properly. For those locations with the older, manual read meters that are not functioning properly, each location shall be investigated for existing conditions and necessary improvements to accommodate a new meter and meter box. Based on the investigations, the preliminary designs shall be completed for any sites where a simple retrofit with a standard box is not feasible.

Deliverables:

- GIS Map & Asset Database
- 100% Design Plans and Specifications

Task 6: Project Monitoring Plan

Develop and submit a Project Monitoring Plan as per Paragraph 16 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 7: Contract Services

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

Task 8: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not

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acceptable. The DWR Certificate of Project Completion will be submitted to DWR upon completion of construction.

Deliverables:

- Notice of Completion
- DWR Certificate of Project Completion
- Final Install List

Task 9: Construction

Construction activities are outlined below.

Mobilization and Demobilization – Contractor shall secure staging areas to store materials and equipment.

Site preparation will include locating water services and confirming the size, clearing, and grubbing to access the meter locations.

Install water meter enclosure and approximately 300 AMR water meters. Meter site shall be excavated to accommodate a meter and enclosure per City Standard. For services larger than two-inches, water shutoff is to be coordinated with customer.

Install additional plumbing. Some properties will require installation of new water services from the main or to separate water services. This activity will require trenching from the water main to the property line and installation of water service per City Standard.

Site Restoration. Area around meters and any trenches shall be properly backfill and restored to existing condition whether in landscaping, concrete, or asphalt.

City Public Works will complete programming of water meter with geographic coordinates, endpoint, and register, and report activation to Utility Billing to convert account from flat rate to charge by usage.

Deliverables:

- Photographic Documentation of Progress

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PROJECT 2: Parkwood Automated Water Meter Installation Project

IMPLEMENTING AGENCY: County of Madera

PROJECT DESCRIPTION: The project will replace outdated and inaccurate meters with new automated meter reading water meters in the disadvantaged community in Parkwood, south of the City of Madera. Approximately 500 service connections would receive new AMR water meters. The project will increase water use efficiency and lead to water savings of approximately 70 AFY.

Budget Category (a): Project Administration

Task 1: Project Management

Manage grant agreement including compliance with grant requirements, and preparation and submission of supporting grant documents. Prepare invoices including relevant supporting documentation for submittal to DWR. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/Easement

Not applicable

Budget Category (c): Planning/Design/Engineering/Environmental Documentation

Task 3: CEQA Documentation

A Mitigated Negative Declaration was filed with the Office of Planning and Research on July 17, 2019. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 5: Permitting

Encroachment permits will be acquired prior to working within the public right-of-way wherever applicable.

Additional permits may be required and will be obtained, as necessary.

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Deliverables:

- Permits as required

Task 6: Design

Plans and specifications pertinent to the water meter installation project were previously completed as part of the Parkwood Water System Improvement project. As such, minimal design work (if any) is expected to be needed prior to the meter installation.

Deliverables:

- 100% Design Plans and Specifications

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan as per Paragraph 16 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 9: Contract Services

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Prior to awarding the contract, the Grantee will evaluate the lowest qualified bid against the time and/or cost of Grantee personnel to complete the project. Grantee personnel may complete all or a part the work if it is found to be more economically feasible.

Deliverables:

- Bid Documents, if necessary
- Proof of Advertisement, if necessary
- Award of Contract, if necessary
- Notice to Proceed, if necessary

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. The DWR Certificate of Project Completion will be submitted to DWR upon completion of construction.

Deliverables:

- Notice of Completion (If Applicable)
- DWR Certificate of Project Completion
- Record Drawings

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Task 11: Construction

Construction activities are outlined below:

Mobilization/demobilization activities include transporting contractor's personnel, equipment, and operating supplies to the site and controlling vehicular and pedestrian traffic around the construction zone.

Site preparation activities include potholing existing services, concrete saw cutting, and trenching.

Construction activities include meter box replacement, connecting AMR meter to existing service, and other site modifications, as necessary. Backfilling, concrete repair, and other in-kind restoration will be completed, as necessary.

Deliverables:

- Photographic Documentation of Progress

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PROJECT 3: Parksdale Well #2 Rehabilitation Project

IMPLEMENTING AGENCY: County of Madera

PROJECT DESCRIPTION: This project will improve well #2 in Parksdale east of the City of Madera. This well will provide additional capacity for the community's water system, relieve pressure on the other wells, and provide capacity to meet domestic use and fire flow demands. Well #2 will provide an approximately 600 cubic feet per second water source to the community.

Budget Category (a): Project Administration

Task 1: Project Management

Manage grant agreement including compliance with grant requirements, and preparation and submission of supporting grant documents. Prepare invoices including relevant supporting documentation for submittal to DWR. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/Easement

Not applicable

Budget Category (c): Planning/Design/Engineering/Environmental Documentation

Task 3: CEQA Documentation

A Notice of Exemption was filed for this project on August 25, 2020. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 4: Permitting

Well #2 is subject to obtaining the necessary permitting documentation from the State Water Resources Control Board Division of Drinking Water. All necessary permits will be obtained.

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Deliverables:

- Permits as required

Task 5: Design

Complete a general well site inspection, including video documentation of below ground surface components. New engineering plans will not need to be completed for this project. Work will be determined by the results of the well site inspection.

Deliverables:

- Inspection Documentation
- Water Quality Testing Results

Task 6: Project Monitoring Plan

Develop and submit a Project Monitoring Plan as per Paragraph 16 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 7: Contract Services

This task must comply with the Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

Task 8: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. The DWR Certificate of Project Completion will be submitted to DWR upon completion of construction.

Deliverables:

- Notice of Completion
- DWR Certificate of Project Completion
- Record Drawings

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Task 9: Construction

Mobilization/demobilization activities include transportation of contractor's personnel, equipment, and operating supplies to the site.

Pull pump equipment and complete a video inspection of well casing to confirm necessary repairs/replacements. To confirm which repairs are necessary, the contractor will need to remove the pump for inspection and complete a video inspection of the well casing. Pump work may include the repair/rehabilitation of discharge head, well seal, well column, well shaft(s), bowl assembly, flow meter, control panel, electrical materials, and pump appurtenances.

Perform steel wire brushing, airlift, and general inspection with video equipment of well shaft. Perform chemical treatment and install corrugated liner patches as necessary based on results of inspection. Additional well video inspections performed after well brushing and air lift. A post rehabilitation pump will be used for development and provide a pump test with report. Permanent pump installed after the completion of the well development.

Deliverables:

- Photographic Documentation of Progress

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PROJECT 4: Indian Lakes Smart Water Meter Installation Project

IMPLEMENTING AGENCY: County of Madera

PROJECT DESCRIPTION: The project will replace all the existing water meters in the disadvantaged community of Indian Lakes Estates with new automatic meter reading meters. The replaced meters will include approximately 474 improved units and 44 standby units and result in the system being completely metered and able to be monitored remotely by the Grantee. The project will also replace all of the water meter utility boxes for the replaced meters. The project will provide increased water security and access to reliable clean, safe, and affordable water for personal and outdoor use, increase efficient use groundwater in preparation for climate change, and encourage more water conservation education activities by working collaboratively with Grantee staff and local resource conservation agencies. The project will increase water use efficiency and lead to water savings of approximately 30-60 AFY.

Budget Category (a): Project Administration

Task 1: Project Management

Manage grant agreement including compliance with grant requirements, and preparation and submission of supporting grant documents. Prepare invoices including relevant supporting documentation for submittal to DWR. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/Easement

Not applicable

Budget Category (c): Planning/Design/Engineering/Environmental Documentation

Task 3: CEQA Documentation

A Notice of Exemption was filed with at the County of Madera Clerk's Office for this project on August 7, 2020. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

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Task 4: Permitting

Encroachment permits will be acquired prior to working within the public right-of-way wherever applicable.

Additional permits may be required and will be obtained, as necessary.

Deliverables:

- Permits as required

Task 5: Project Monitoring Plan

Develop and submit a Project Monitoring Plan as per Paragraph 16 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 6: Contract Services

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. The DWR Certificate of Project Completion will be submitted to DWR upon completion of construction.

Deliverables:

- Notice of Completion (if applicable)
- DWR Certificate of Project Completion
- Record Drawings

Task 11: Construction

Construction activities are outlined below:

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Mobilization/demobilization activities include transporting contractor's personnel, equipment, and operating supplies to the site and controlling vehicular and pedestrian traffic around the construction zone.

Site preparation activities include potholing existing services, concrete saw cutting, and trenching.

Construction activities include meter box replacement, connecting smart meter to existing service, and other site modifications, as necessary. Backfilling, concrete repair, and other in-kind restoration will be completed, as necessary.

Deliverables:

- Photographic Documentation of Progress

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EXHIBIT B

BUDGET

PROPOSITION 1 ROUND 1 MADERA IRWM IMPLEMENTATION GRANT

AGREEMENT BUDGET SUMMARY

	PROJECTS	Grant Amount	Required Cost Share: Non-State Fund Source	Other Cost Share	Total Cost	Percent Cost Share
	Grant Administration	$40,000	$0	$0	**$40,000**	0%
	PROJECTS					
1	Madera Water Meters Installation Project	$779,653	$0	$470,347	**$1,250,000**	0%
2	Parkwood Automated Water Meter Installation Project	$683,599	$0	$0	**$683,599**	0%
3	Parksdale Well #2 Rehabilitation	$206,383	$0	$0	**$206,383**	0%
4	Indian Lakes Smart Water Meter Installation Project	$531,450	$0	$0	**$531,450**	0%
	GRAND TOTAL	**$2,241,085**	**$0**	**$470,347**	**$2,711,432**	**-**

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Grant Administration

Implementing Agency: County of Madera

Project directly serves a need of a Disadvantaged Community: **N/A**

BUDGET CATEGORY		Grant Amount	Required Cost Share: Non-State Fund Source	Other Cost Share	Total Cost
a	Project Administration	$40,000	N/A	$0	**$40,000**
	TOTAL COSTS	**$40,000**	**N/A**	**$0**	**$40,000**

PROJECT 1: Madera Water Meters Installation Project

Implementing Agency: City of Madera

Project directly serves a need of a Disadvantaged Community: **Yes**

BUDGET CATEGORY		Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share**	Total Cost
a	Project Administration	$0	$0	$50,000	**$50,000**
b	Land Purchase / Easement	$0	$0	$0	**$0**
c	Planning / Design / Engineering / Environmental Documentation	$0	$0	$100,000	**$100,000**
d	Construction / Implementation	$779,653	$0	$320,347	**$1,100,000**
	TOTAL COSTS	**$779,653**	**$0**	**$470,347**	**$1,250,000**

NOTES:

Eligible costs for each Budget Category will only be approved for reimbursement and Cost Share for the work completed within the date ranges listed in Exhibit C.

*Project benefits a DAC and received a 100% cost share waiver.
** Cost share provided by City of Madera Water Enterprise Funds

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PROJECT 2: Parkwood Automated Water Meter Installation Project

Implementing Agency: County of Madera

Project directly serves a need of a Disadvantaged Community: **Yes**

BUDGET CATEGORY		Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share	Total Cost
a	Project Administration	$5,000	$0	$0	**$5,000**
b	Land Purchase / Easement	$0	$0	$0	**$0**
c	Planning / Design / Engineering / Environmental Documentation	$0	$0	$0	**$0**
d	Construction / Implementation	$678,599	$0	$0	**$678,599**
	TOTAL COSTS	**$683,599**	**$0**	**$0**	**$683,599**

NOTES:

Eligible costs for each Budget Category will only be approved for reimbursement and Cost Share for the work completed within the date ranges listed in Exhibit C.

*Project benefits a DAC and received a 100% cost share waiver

PROJECT 3: Parksdale Well #2 Rehabilitation

Implementing Agency: County of Madera

Project directly serves a need of a Disadvantaged Community: **Yes**

BUDGET CATEGORY		Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share	Total Cost
a	Project Administration	$5,000	$0	$0	**$5,000**
b	Land Purchase / Easement	$0	$0	$0	**$0**
c	Planning / Design / Engineering / Environmental Documentation	$0	$0	$0	**$0**
d	Construction / Implementation	$201,383	$0	$0	**$201,383**
	TOTAL COSTS	**$206,383**	**$0**	**$0**	**$206,383**

NOTES:

Eligible costs for each Budget Category will only be approved for reimbursement and Cost Share for the work completed within the date ranges listed in Exhibit C.

*Project benefits a DAC and received a 100% cost share waiver

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PROJECT 4: Indian Lakes Smart Water Meter Installation Project

Implementing Agency: County of Madera

Project directly serves a need of a Disadvantaged Community: **Yes**

	BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share	Total Cost
a	Project Administration	$10,000	$0	$0	**$10,000**
b	Land Purchase / Easement	$0	$0	$0	**$0**
c	Planning / Design / Engineering / Environmental Documentation	$0	$0	$0	**$0**
d	Construction / Implementation	$521,450	$0	$0	**$521,450**
	TOTAL COSTS	**$531,450**	**$0**	**$0**	**$531,450**

NOTES:

Eligible costs for each Budget Category will only be approved for reimbursement and Cost Share for the work completed within the date ranges listed in Exhibit C.

*Project benefits a DAC and received a 100% cost share waiver

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EXHIBIT C

SCHEDULE

PROPOSITION 1 ROUND 1 MADERA IRWM IMPLEMENTATION GRANT

Grant Administration

BUDGET CATEGORY		Start Date	End Date
a	Project Administration	10/01/2020	12/31/2022

PROJECT 1: Madera Water Meters Installation Project

BUDGET CATEGORY		Start Date	End Date
a	Project Administration	12/01/2019	06/30/2022
b	Land Purchase / Easement	N/A	N/A
c	Planning / Design / Engineering / Environmental Documentation	02/01/2020	03/30/2021
d	Construction / Implementation	05/01/2021	02/28/2022

PROJECT 2: Parkwood Automated Water Meter Installation Project

BUDGET CATEGORY		Start Date	End Date
a	Project Administration	10/01/2020	09/30/2022
b	Land Purchase / Easement	N/A	N/A
c	Planning / Design / Engineering / Environmental Documentation	10/01/2020	9/30/2021*
d	Construction / Implementation	10/01/2020	06/30/2022

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PROJECT 3: Parksdale Well #2 Rehabilitation

BUDGET CATEGORY		Start Date	End Date
a	Project Administration	10/01/2020	03/30/2022
b	Land Purchase / Easement	N/A	N/A
c	Planning / Design / Engineering / Environmental Documentation	10/01/2020	9/30/2021*
d	Construction / Implementation	10/1/2020	12/31/2021

PROJECT 4: Indian Lakes Smart Water Meter Installation Project

BUDGET CATEGORY		Start Date	End Date
a	Project Administration	10/01/2020	09/30/2022
b	Land Purchase / Easement	N/A	N/A
c	Planning / Design / Engineering / Environmental Documentation	10/01/2020	9/30/2021*
d	Construction / Implementation	10/1/2020	06/30/2022

NOTES:

*Tasks under Budget Categories c & d of projects 2, 3, and 4 start concurrently to allow construction administration to start during the development and approval of project monitoring plans.

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EXHIBIT D

STANDARD CONDITIONS

D.1. ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:

A. Separate Accounting of Funding Disbursements: Grantee shall account for the money disbursed pursuant to this Grant agreement separately from all other Grantee funds. Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Grantee shall keep complete and accurate records of all receipts and disbursements on expenditures of such funds. Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by State at any and all reasonable times.

B. Disposition of Money Disbursed: All money disbursed pursuant to this Grant agreement shall be deposited in a non-interest bearing account, administered, and accounted for pursuant to the provisions of applicable law.

C. Remittance of Unexpended Funds: Grantee shall remit to State any unexpended funds that were disbursed to Grantee under this Grant agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from State to Grantee of funds or, within thirty (30) calendar days of the expiration of the Grant agreement, whichever comes first.

D.2. ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE: Grantee shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Grant agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Grantee's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 and through an agreement with the State Department of Water Resources." The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.

D.3. AMENDMENT: This Grant agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Grantee for amendments must be in writing stating the amendment request and the reason for the request. Requests solely for a time extension must be submitted at least 90 days prior to the work completion date set forth in Paragraph 2. Any other request for an amendment must be submitted at least 180 days prior to the work completion date set forth in Paragraph 2. State shall have no obligation to agree to an amendment.

D.4. AMERICANS WITH DISABILITIES ACT: By signing this Grant agreement, Grantee assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

D.5. AUDITS: State reserves the right to conduct an audit at any time between the execution of this Grant agreement and the completion of the Project, with the costs of such audit borne by State. After completion of the Project, State may require Grantee to conduct a final audit to State's specifications, at Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant agreement, and State may elect to pursue any remedies provided in Paragraph 12 or take any other action it deems necessary to protect its interests. The Grantee agrees it shall return any audit disallowances to the State.

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Pursuant to Government Code section 8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Grant agreement with respect of all matters connected with this Grant agreement, including but not limited to, the cost of administering this Grant agreement. All records of Grantee or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement. If an audit reveals any impropriety, the Bureau of State Audits or the State Controller's Office may conduct a full audit of any or all of the Grantee's activities. (Water Code, § 79708, subd. (b).)

D.6. BUDGET CONTINGENCY: If the Budget Act of the current year covered under this Grant agreement does not appropriate sufficient funds for this program, this Grant agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of State to make any payments under this Grant agreement. In this event, State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant agreement and Grantee shall not be obligated to perform any provisions of this Grant agreement. Nothing in this Grant agreement shall be construed to provide Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Grant agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Grant agreement with no liability occurring to State, or offer a Grant agreement amendment to Grantee to reflect the reduced amount.

D.7. CALIFORNIA CONSERVATION CORPS: Grantee may use the services of the California Conservation Corps or other community conservation corps as defined in Public Resources Code section 14507.5.

D.8. CEQA: Activities funded under this Grant agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA). (Pub. Resources Code, § 21000 et seq.) Any work that is subject to CEQA and funded under this Agreement shall not proceed until documents that satisfy the CEQA process are received by the State's Project Manager and the State has completed its CEQA compliance. Work funded under this Agreement that is subject to a CEQA document shall not proceed until and unless approved by the Department of Water Resources. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the Grantee is not complete at the time the State signs this Agreement, once State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project; or to not fund the Project. Should the State decide to not fund the Project, this Agreement shall be terminated in accordance with Paragraph 12, "Default Provisions."

D.9. CHILD SUPPORT COMPLIANCE ACT: The Grantee acknowledges in accordance with Public Contract Code section 7110, that:

A. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq.; and
B. The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

D.10. CLAIMS DISPUTE: Any claim that the Grantee may have regarding performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the DWR Project Representative, within thirty (30) days of the Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.

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D.11. COMPETITIVE BIDDING AND PROCUREMENTS: Grantee's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by State under this Grant agreement must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Grantee does not have a written policy to award contracts through a competitive bidding or sole source process, the Department of General Services' *State Contracting Manual* rules must be followed and are available at: https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting.

D.12. COMPUTER SOFTWARE: Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Grant agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

D.13. CONFLICT OF INTEREST: All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.

A. Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
B. Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
C. Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)
D. Employees and Consultants to the Grantee: Individuals working on behalf of a Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.

D.14. DELIVERY OF INFORMATION, REPORTS, AND DATA: Grantee agrees to expeditiously provide throughout the term of this Grant agreement, such reports, data, information, and certifications as may be reasonably required by State.

D.15. DISPOSITION OF EQUIPMENT: Grantee shall provide to State, not less than thirty (30) calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by State. The inventory shall include all items with a current estimated fair market value of more than $5,000.00 per item. Within sixty (60) calendar days of receipt of such inventory State shall provide Grantee with a list of the items on the inventory that State will take title to. All other items shall become the property of Grantee. State shall arrange for delivery from Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by State.

D.16. DRUG-FREE WORKPLACE CERTIFICATION: Certification of Compliance: By signing this Grant agreement, Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under

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the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

A. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355.
B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:
   i. The dangers of drug abuse in the workplace,
   ii. Grantee's policy of maintaining a drug-free workplace,
   iii. Any available counseling, rehabilitation, and employee assistance programs, and
   iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Grant agreement:
   i. Will receive a copy of Grantee's drug-free policy statement, and
   ii. Will agree to abide by terms of Grantee's condition of employment, contract or subcontract.

D.17. EASEMENTS: Where the Grantee acquires property in fee title or funds improvements to real property already owned in fee by the Grantee using State funds provided through this Grant agreement, an appropriate easement or other title restriction providing for floodplain preservation and agricultural and/or wildlife habitat conservation for the subject property in perpetuity, approved by the State, shall be conveyed to a regulatory or trustee agency or conservation group acceptable to the State. The easement or other title restriction must be in first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State.
Where the Grantee acquires an easement under this Agreement, the Grantee agrees to monitor and enforce the terms of the easement, unless the easement is subsequently transferred to another land management or conservation organization or entity with State permission, at which time monitoring and enforcement responsibilities will transfer to the new easement owner.
Failure to provide an easement acceptable to the State may result in termination of this Agreement.

D.18. FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED PROFESSIONAL: Upon completion of the Project, Grantee shall provide for a final inspection and certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist), that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Grant agreement.

D.19. GRANTEE'S RESPONSIBILITIES: Grantee and its representatives shall:

A. Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A and in accordance with Exhibits B and C.
B. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Grant agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Grantee in the application, documents, amendments, and communications filed in support of its request for funding.
C. Comply with all applicable California, federal, and local laws and regulations.
D. Implement the Project in accordance with applicable provisions of the law.
E. Fulfill its obligations under the Grant agreement and be responsible for the performance of the Project.
F. Obtain any and all permits, licenses, and approvals required for performing any work under this Grant agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. Grantee shall provide copies of permits and approvals to State.

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G. Be solely responsible for design, construction, and operation and maintenance of projects within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Grantee under this Agreement.
H. Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.

D.20. GOVERNING LAW: This Grant agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

D.21. INCOME RESTRICTIONS: The Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Agreement shall be paid by the Grantee to the State, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the State under this Agreement. The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.

D.22. INDEMNIFICATION: Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of levee rehabilitation measures for this Project and any breach of this Agreement. Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.

D.23. INDEPENDENT CAPACITY: Grantee, and the agents and employees of Grantees, in the performance of the Grant agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.

D.24. INSPECTION OF BOOKS, RECORDS, AND REPORTS: During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Grant agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Grant agreement. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant agreement, and State may withhold disbursements to Grantee or take any other action it deems necessary to protect its interests.

D.25. INSPECTIONS OF PROJECT BY STATE: State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant agreement. This right shall extend to any subcontracts, and Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant agreement with State.

D.26. LABOR CODE COMPLIANCE: The Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: http://www.dir.ca.gov/ lcp.asp. For more information, please refer to DIR's *Public Works Manual* at: https://www.dir.ca.gov/ dlse/PWManualCombined.pdf. The Grantee affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers'

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compensation or to undertake self-insurance, and the Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.

D.27. MODIFICATION OF OVERALL WORK PLAN: At the request of the Grantee, the State may at its sole discretion approve non-material changes to the portions of Exhibits A, B, and C which concern the budget and schedule without formally amending this Grant agreement. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Grant agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Grant agreement. Requests for non-material changes to the budget and schedule must be submitted by the Grantee to the State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.

D.28. NONDISCRIMINATION: During the performance of this Grant agreement, Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital/domestic partner status, and denial of medical and family care leave or pregnancy disability leave. Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing are incorporated into this Agreement by reference. Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant agreement.

D.29. OPINIONS AND DETERMINATIONS: Where the terms of this Grant agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

D.30. PERFORMANCE BOND: Where contractors are used, the Grantee shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Grantee in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than $25,000.00. Any bond issued pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)

D.31. PRIORITY HIRING CONSIDERATIONS: If this Grant agreement includes services in excess of $200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Grant agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.

D.32. PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION: The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with Grantee's service of water, without prior permission of State. Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Grantee meet its obligations under this

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Grant agreement, without prior written permission of State. State may require that the proceeds from the disposition of any real or personal property be remitted to State.

D.33. PROJECT ACCESS: The Grantee shall ensure that the State, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of this Agreement.

D.34. REMAINING BALANCE: In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Grant Agreement, any remaining funds revert to the State. The State will notify the Grantee stating that the Project file is closed and any remaining balance will be disencumbered and unavailable for further use under this Grant Agreement.

D.35. REMEDIES NOT EXCLUSIVE: The use by either party of any remedy specified herein for the enforcement of this Grant agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.

D.36. RETENTION: The State shall withhold ten percent (10%) of the funds, for each project, until the project is complete, and a Final Project Report is approved and accepted by DWR. If a project has multiple Components (within a project), at the State's discretion and upon a written request by the Grantee, any retained amount attributable to a single component may be released when that component is complete and the Final Component Completion Report is approved. Upon approval of the Final Project Report and/or Final Component Completion Report, any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest.

D.37. RIGHTS IN DATA: Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Grant agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 6250 et seq.) Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Grant agreement, subject to appropriate acknowledgement of credit to State for financial support. Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.

D.38. SEVERABILITY: Should any portion of this Grant agreement be determined to be void or unenforceable, such shall be severed from the whole and the Grant agreement shall continue as modified.

D.39. SUSPENSION OF PAYMENTS: This Grant agreement may be subject to suspension of payments or termination, or both if the State determines that:

A. Grantee, its contractors, or subcontractors have made a false certification, or
B. Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Grant agreement.

D.40. SUCCESSORS AND ASSIGNS: This Grant agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.

D.41. TERMINATION BY GRANTEE: Subject to State approval which may be reasonably withheld, Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, Grantee must provide a reason(s) for termination. Grantee must submit all progress reports summarizing accomplishments up until termination date.

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D.42. TERMINATION FOR CAUSE: Subject to the right to cure under Paragraph 12, "Default Provisions," the State may terminate this Grant agreement and be relieved of any payments should Grantee fail to perform the requirements of this Grant agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 12, "Default Provisions."

D.43. TERMINATION WITHOUT CAUSE: The State may terminate this Agreement without cause on 30 days' advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.

D.44. THIRD PARTY BENEFICIARIES: The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.

D.45. TIMELINESS: Time is of the essence in this Grant agreement.

D.46. TRAVEL – DAC, EDA, TRIBES PROJECT: Travel is only an eligible reimbursable expense for projects providing at least 75% of benefits to DACs, EDAs, and/or Tribes (based on population or geographic area). Only ground transportation and lodging are eligible for grant reimbursement. Per diem costs will not be eligible for grant reimbursement. Any reimbursement for necessary travel shall be at rates not to exceed those set by the California Department of Human Resources. These rates may be found at: http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx. Reimbursement will be at the State travel amounts that are current as of the date costs are incurred. No travel outside of the IRWM region shall be reimbursed unless prior written authorization is obtained from the State.

D.47. UNION ORGANIZING: Grantee, by signing this Grant agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Grant agreement. Furthermore, Grantee, by signing this Grant agreement, hereby certifies that:

A. No State funds disbursed by this Grant agreement will be used to assist, promote, or deter union organizing.
B. Grantee shall account for State funds disbursed for a specific expenditure by this Grant agreement to show those funds were allocated to that expenditure.
C. Grantee shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.
D. If Grantee makes expenditures to assist, promote, or deter union organizing, Grantee will maintain records sufficient to show that no State funds were used for those expenditures and that Grantee shall provide those records to the Attorney General upon request.

D.48. VENUE: The State and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.

D.49. WAIVER OF RIGHTS: None of the provisions of this Grant agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Grant agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Grant agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

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EXHIBIT E

AUTHORIZING RESOLUTION

BEFORE
THE BOARD OF SUPERVISORS
OF THE COUNTY OF MADERA
STATE OF CALIFORNIA

In the Matter of	) Resolution No.: 2020 - 104
MADERA COUNTY PUBLIC WORKS DEPARTMENT	) A RESOLUTION AUTHORIZING COUNTY) OFFICIALS TO EXECUTE DOCUMENTS) RELATED TO ROUND 1 AND ROUND 2) FUNDING UNDER THE INTEGRATED) REGIONAL WATER MANAGEMENT) IMPLEMENTATION GRANT PURSUANT) TO THE WATER QUALITY, SUPPLY AND) INFRASTRUCTURE IMPROVEMENT) ACT OF 2014 (WATER CODE SECTIONS) 79700, ET SEQ.)

WHEREAS, the Board of Supervisors of the County of Madera has made application for Round 1 funding under the Integrated Regional Water Management Implementation Grant pursuant to the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Water Code Sections 79700, et seq.), and intends to make further and future applications for funding; and

WHEREAS, the Board desires now to authorize County officials to prepare the necessary data, conduct investigations, file funding proposals, and execute one or more grant agreements with the Department of Water Resources of the State of California pertaining to Integrated Regional Water Management Implementation Grant under the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Water Code sections 79700, et seq.).

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Madera, State of California, that:

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1. The County Chief Administrative Officer, the Chief of Development Services, and their designees are hereby authorized to prepare the necessary data, conduct investigations, file funding proposals, and execute one or more grant agreements with the Department of Water Resources of the State of California for Round 1 and Round 2 funding for one or more Integrated Regional Water Management Implementation Grants pursuant to the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Water Code Sections 79700, et seq.).

2. The authority hereby conferred upon the County Chief Administrative Officer, the Chief of Development Services, and their designees, also applies to and confers authority upon them to execute all documents previously delegated to the Public Works Director by the following Board Resolutions: 2019-167, 2019-168, and 2019-170.

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The foregoing Resolution was adopted this 4th day of August,
2020, by the following vote:

Supervisor Frazier voted: YES
Supervisor Rogers voted: YES
Supervisor Poythress voted: YES
Supervisor Rodriguez voted: YES
Supervisor Wheeler voted: YES

Chairman, Board of Supervisors

ATTEST:

Clerk, Board of Supervisors

Approved as to Legal Form:
COUNTY COUNSEL
Dale E. Bacigalupi
By

Digitally signed by: Dale E. Bacigalupi
DN: CN = Dale E. Bacigalupi email = dbacigalupi@lozanosmith.com C = US
Date: 2020.07.27 16:56:58 -07'00'

J:\wdocs\01246\034\RES\00776226.PDF

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EXHIBIT F

REPORT FORMATS AND REQUIREMENTS

The following reporting formats should be utilized. Please obtain State approval prior to submitting a report in an alternative format.

PROGRESS REPORTS

Progress reports shall generally use the following format. This format may be modified as necessary to effectively communicate information. For each project, discuss the following at the task level, as organized in Exhibit A:

- Percent complete (by work)
- Discussion of work accomplished during the reporting period.
- Milestones or deliverables completed/submitted during the reporting period.
- Meetings held or attended.
- Scheduling concerns and issues encountered that may delay completion of the task.
- Budget projections for grant share for the next two quarters

For each project, discuss the following at the project level, as organized in Exhibit A:

- Work anticipated for the next reporting period.
- Photo documentation, as appropriate.
- Any schedule or budget modifications approved by DWR during the reporting period.

PROJECT COMPLETION REPORT

The Project Completion Report (or a Component Completion Report, if a Project has multiple Components) shall generally use the following format provided below for each project after completion.

Executive Summary

The Executive Summary should include a brief summary of project information and include the following items:

- Brief description of work proposed to be done in the original Grant application.
- List any official amendments to this Grant Agreement, with a short description of the amendment.

Reports and/or Products

The following items should be provided, unless already submitted as a deliverable:

- A copy of any final technical report or study, produced for or utilized in this Project as described in the Exhibit A
- Electronic copies of any data collected, not previously submitted
- Discussion of problems that occurred during the work and how those problems were resolved
- Final project schedule showing actual progress versus planned progress as shown in Exhibit C

Additional information that may be applicable for implementation projects includes the following:

- Record drawings
- Final geodetic survey information
- Project photos

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Cost & Disposition of Funds

A list showing:

- Summary of Project costs including the following items:
  - Accounting of the cost of project expenditure;
  - Include all internal and external costs not previously disclosed (i.e., additional cost share); and
  - A discussion of factors that positively or negatively affected the project cost and any deviation from the original Project cost estimate.

Additional Information

- Benefits derived from the Project, with quantification of such benefits provided.
- If applicable, Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate), consistent with Exhibit D, that the project was conducted in accordance with the approved Work Plan in Exhibit A and any approved amendments thereto.
- Submittal schedule for the Post-Performance Report.

GRANT COMPLETION REPORT

The Grant Completion Report shall generally use the following format. This format may be modified as necessary to effectively communicate information on the various projects funded by this Grant Agreement, and includes the following:

- Executive Summary: consisting of a maximum of ten (10) pages summarizing information for the grant as well as the individual projects.
- Brief discussion of: each project completed and how they achieved IRWM Plan objectives and/or Regional goals and whether the level, type, or magnitude of benefits of the project are comparable to the original project proposal; any remaining work to be completed and mechanism for their implementation; the benefits to DAC and/or EDA as part of this Grant Agreement if a DAC or EDA Cost Share Waiver was approved for a project; and a summary of final funds disbursement for each project.

Additional Information: Summary of the submittal schedule for the Post-Performance Reports applicable for the projects in this Grant Agreement.

POST-PERFORMANCE REPORT

The Post-Performance Report (PPR) should be concise and focus on how each project is performing compared to its expected performance; whether the project is being operated and maintained and providing intended benefits as proposed. A PPR template may be provided by the assigned DWR Grant Manager upon request. The PPR should follow the general format of the template and provide requested information as applicable. The following information, at a minimum, shall be provided:

Reports and/or products

- Header including the following:
  - Grantee Name
  - Implementing Agency (if different from Grantee)
  - Grant Agreement Number
  - Project Name
  - Funding grant source (i.e., 2019 Proposition 1 IRWM Implementation Grant)
  - Report number

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- Post-Performance Report schedule
- Time period of the annual report (e.g., January 2018 through December 2018)
- Project Description Summary
- Discussion of the project benefits
- An assessment of any differences between the expected versus actual project benefits as stated in the original application. Where applicable, the reporting should include quantitative metrics (e.g., new acre-feet of water produced that year, etc.).
- Summary of any additional costs and/or benefits deriving from the project since its completion, if applicable.
- Any additional information relevant to or generated by the continued operation of the project.

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EXHIBIT G

REQUIREMENTS FOR DATA SUBMITTAL

Surface and Groundwater Quality Data:

Groundwater quality and ambient surface water quality monitoring data that include chemical, physical, or biological data shall be submitted to the State as described below, with a narrative description of data submittal activities included in project reports.

Surface water quality monitoring data shall be prepared for submission to the California Environmental Data Exchange Network (CEDEN). The CEDEN data templates are available on the CEDEN website. Inclusion of additional data elements described on the data templates is desirable. Data ready for submission should be uploaded to your CEDEN Regional Data Center via the CEDEN website. CEDEN website: http://www.ceden.org.

If a project's Work Plan contains a groundwater ambient monitoring element, groundwater quality monitoring data shall be submitted to the State for inclusion in the State Water Resources Control Board's Groundwater Ambient Monitoring and Assessment (GAMA) Program Information on the GAMA Program can be obtained at: https://www.waterboards.ca.gov/water_issues/programs/gama/. If further information is required, the Grantee can contact the State Water Resources Control Board (SWRCB) GAMA Program. A listing of SWRCB staff involved in the GAMA program can be found at: https://www.waterboards.ca.gov/water_issues/programs/gama/contact.shtml.

Groundwater Level Data

For each project that collects groundwater level data, the Grantee will need to submit this data to DWR's Water Data Library (WDL), with a narrative description of data submittal activities included in project reports, as described in Exhibit F, "Report Formats and Requirements." Information regarding the WDL and in what format to submit data in can be found at: http://www.water.ca.gov/waterdatalibrary/.

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EXHIBIT H

STATE AUDIT DOCUMENT REQUIREMENTS FOR THE GRANTEE

The following provides a list of documents typically required by State Auditors and general guidelines for the Grantee. List of documents pertains to both State funding and the Grantee's Local Cost Share and details the documents/records that State Auditors would need to review in the event of this Grant Agreement is audited. The Grantee should ensure that such records are maintained for each funded project.

State Audit Document Requirements

Internal Controls

1. Organization chart (e.g., Agency's overall organization chart and organization chart for the State funded Program/Project).
2. Written internal procedures and flowcharts for the following:
   a) Receipts and deposits
   b) Disbursements
   c) State reimbursement requests
   d) Expenditure tracking of State funds
   e) Guidelines, policy, and procedures on State funded Program/Project
3. Audit reports of the Agency internal control structure and/or financial statements within the last two years.
4. Prior audit reports on the State funded Program/Project.

State Funding:

1. Original Grant Agreement, any amendment(s) and budget modification documents.
2. A listing of all bond-funded grants, loans, or subventions received from the State.
3. A listing of all other funding sources for each Program/Project.

Contracts:

1. All subcontractor and consultant contracts and related or partners' documents, if applicable.
2. Contracts between the Agency and member agencies as related to the State funded Program/Project.

Invoices:

1. Invoices from vendors and subcontractors for expenditures submitted to the State for payments under the Grant Agreement.
2. Documentation linking subcontractor invoices to State reimbursement, requests and related Grant Agreement budget line items.
3. Reimbursement requests submitted to the State for the Grant Agreement.

Cash Documents:

1. Receipts (copies of warrants) showing payments received from the State.
2. Deposit slips (or bank statements) showing deposit of the payments received from the State.
3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under the grants or loans.
4. Bank statements showing the deposit of the receipts.

Accounting Records:

1. Ledgers showing entries for funding receipts and cash disbursements.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.
3. Bridging documents that tie the general ledger to requests for Grant Agreement reimbursement.

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

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Personnel:

1. List of all contractors and Agency staff that worked on the State funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Agency personnel who provided services charged to the program

Project Files:

1. All supporting documentation maintained in the project files.
2. All Grant Agreement related correspondence.

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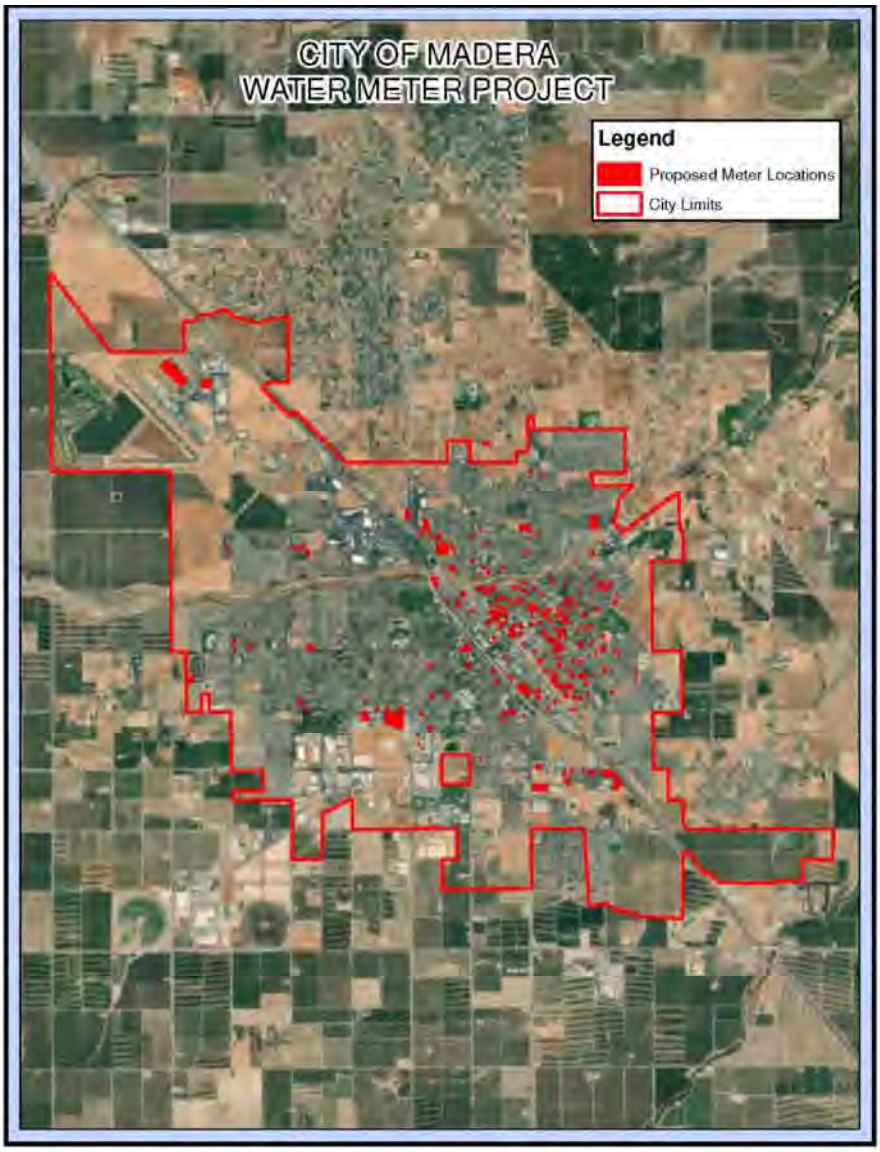
EXHIBIT I

LOCAL PROJECT SPONSORS AND PROJECT LOCATIONS

The Grantee has assigned, for each project, a Local Project Sponsor (LPS) according to the roles of the participating agencies identified in the IRWM Plan. LPSs may act on behalf of the Grantee for the purposes of individual project management, oversight, compliance, and operations and maintenance. LPSs are identified for each sponsored Project below:

Local Project Sponsor Agency Designation

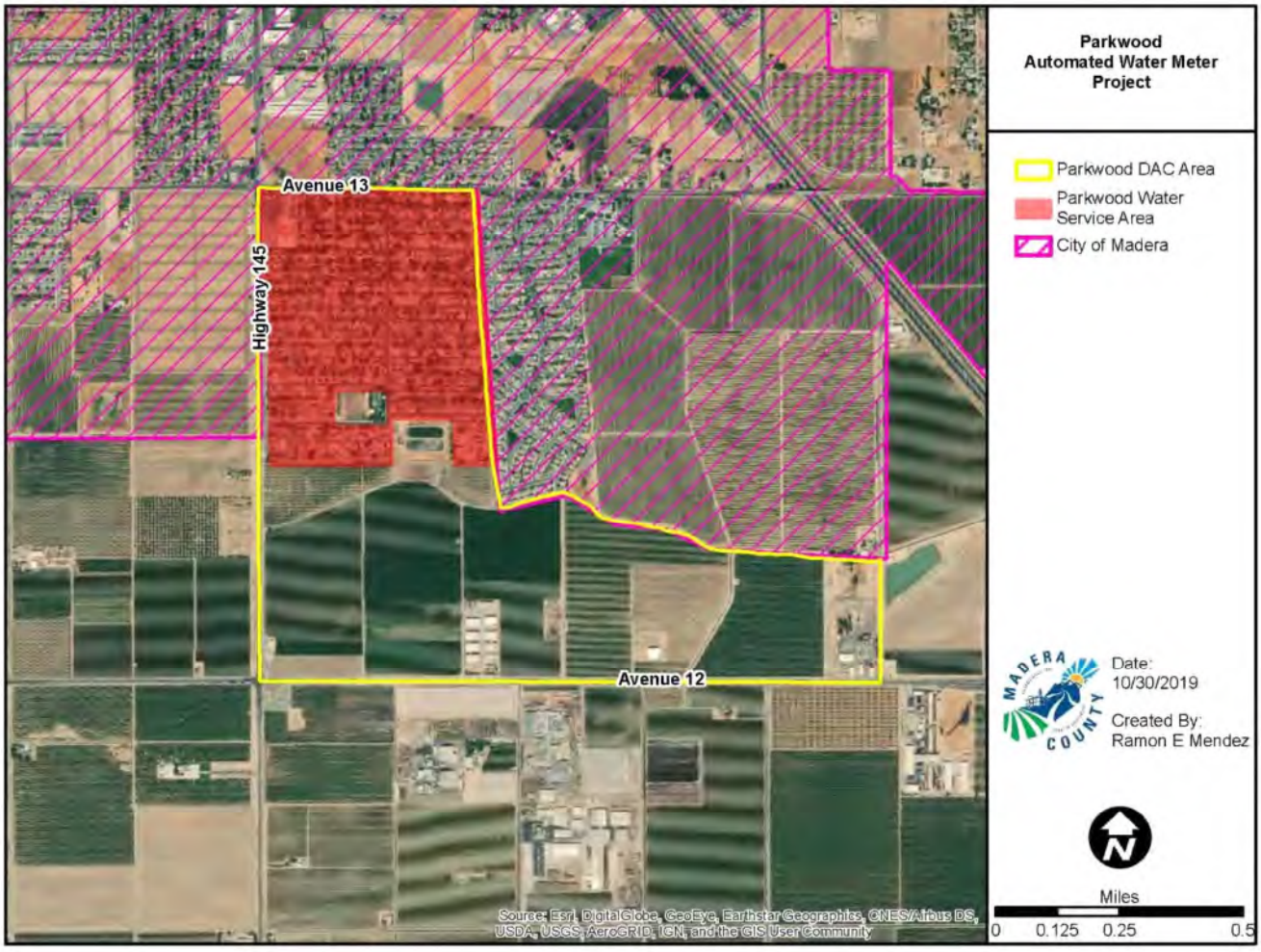
Sponsored Project:	Project 1: Madera Water Meter Installation Project
Sponsor Agency:	City of Madera
Agency Address:	205 W 4th Street, Madera, CA 93637
Project Location:	Madera, California (36.9607111, -120.0708435)



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Local Project Sponsor Agency Designation

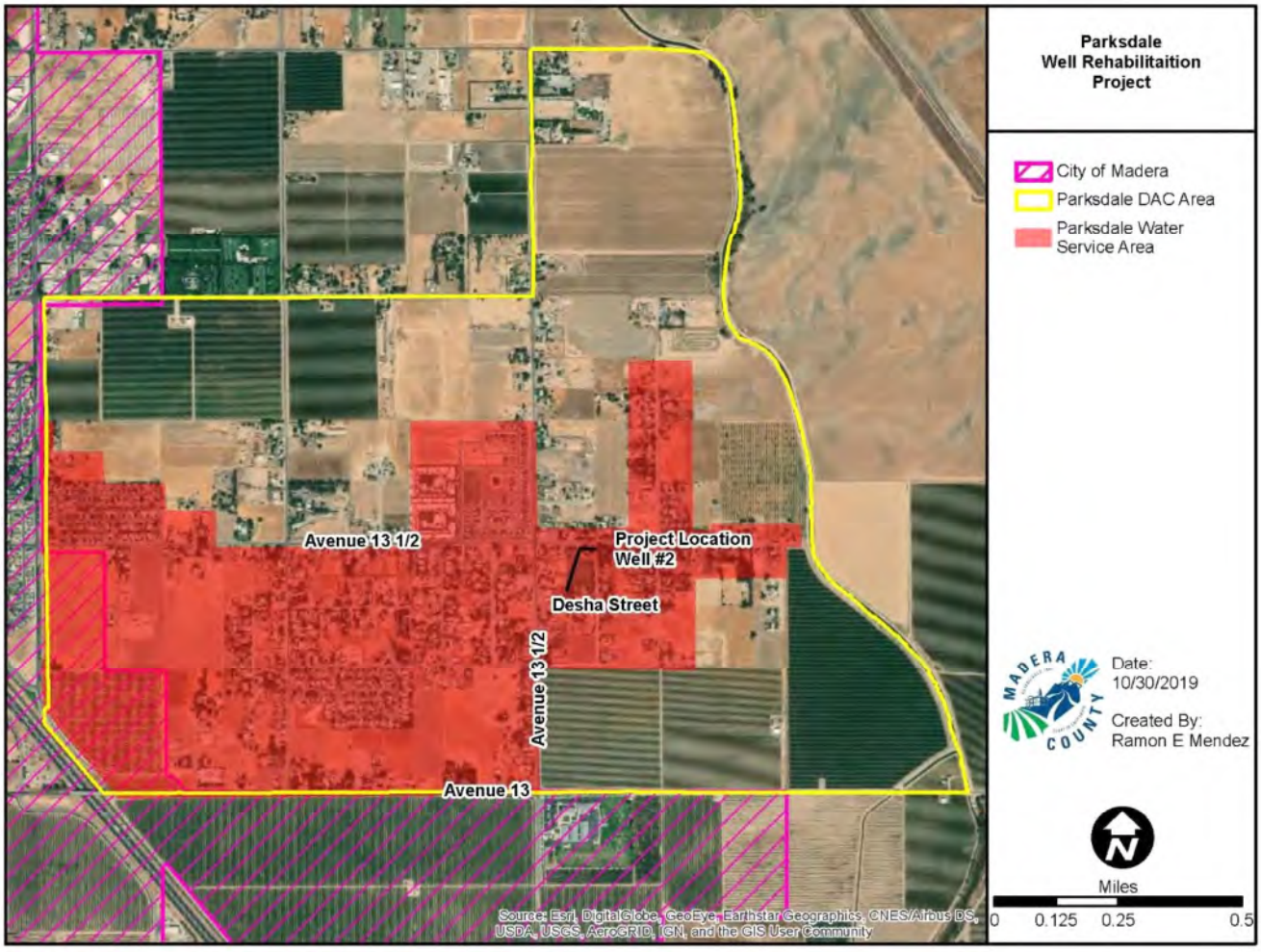
Sponsored Project:	Project 2: Automated Water Meter Installation Project
Sponsor Agency:	County of Madera
Agency Address:	200 W 4th Street, Madera, CA 93637
Project Location:	Parkwood, California (36.934722, -120.052222)



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Local Project Sponsor Agency Designation

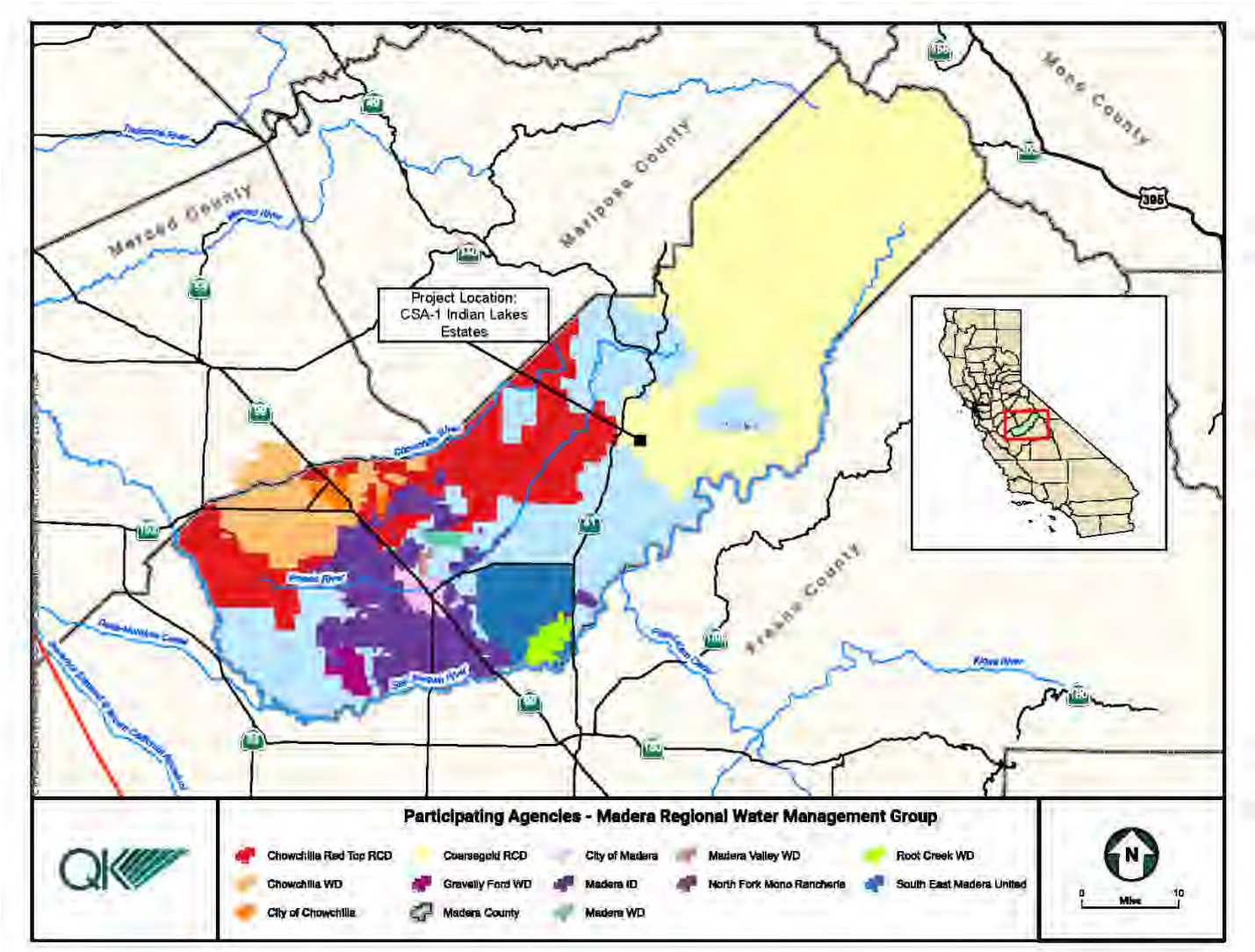
Sponsored Project:	Project 3: Parksdale Well #2 Rehabilitation Project
Sponsor Agency:	County of Madera
Agency Address:	200 W 4th Street, Madera, CA 93637
Project Location:	Parksdale, California (36.942778, -120.0225)



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Local Project Sponsor Agency Designation

Sponsored Project:	Project 4: Indian Lakes Smart Water Meter Installation Project
Sponsor Agency:	County of Madera
Agency Address:	200 W 4th Street, Madera, CA 93637
Project Location:	Indian Lakes Estates, California (37.211111, -119.680278)



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EXHIBIT J

Project Monitoring Plan Guidance

Introduction

For each project contained in Exhibit A, please include a brief description of the project (maximum ~150 words) including project location, implementation elements, need for the project (what problem will the project address) and responds to the requirements listed below.

Project Monitoring Plan Requirements

The Project Monitoring Plan shall contain responses to the following questions:

- What are the anticipated project physical benefits?
- What are the corresponding numeric targets for each project benefit?
- How will proposed numeric targets be measured?
- What are baseline conditions?
- When will the targets be met (e.g., upon project completion, five years after completion)?
- How often will monitoring be undertaken (e.g., monthly, yearly).
- Where are monitoring point locations (e.g., meter located at…, at stream mile…)? Include relevant maps.
- How will the project be maintained (e.g., irrigation, pest management, weed abatement)?
- What will be the frequency and duration of maintenance proposed activities?
- Are there any special environmental considerations (e.g., resource agency requirements, permit requirements, CEQA/NEPA mitigation measures)?
- Who is responsible for collecting the samples (i.e., who is conducting monitoring and/or maintenance)?
- How, and to whom, will monitoring results be reported (e.g., paper reports, online databases, public meetings)?
- What adaptive management strategies will be employed if problems are encountered during routine monitoring or maintenance?
- What is the anticipated life of the project?

EXHIBIT 2

Financial Assistance Branch
Example Invoice Packet

Personnel Billing Rates Change Letter Template – should only be submitted with an invoice if there has been a change in labor rates

September 1, 2018

Department of Water Resources
{*Project Manager*}
Division of Regional Assistance
P.O. Box 942836 Sacramento, CA 94236-001

Subject: Example Water Treatment Plant IRWM
Agreement No. 4600100000
Billing Rates Notification

Dear Ms./Mr. {*name*},

City of Example will be providing personnel services for the Example Water Treatment Plant funded through the Proposition 84 Round 2 Grant Agreement No. 4600100000.

The labor rate for one employee, Matt Brown, increased during Invoice No. X reporting period. The following is an updated labor rate table:

Employee Name	Classification	Effective Dates	Labor Rate ($)
Susie Adams	Accountant II	06/15/2018 - present	$40.00
Matt Brown	Staff Engineer I	08/01/2017 - 11/30/2017	$50.00
	Staff Engineer II	12/01/2017 - present	$60.00
Karen Taylor	Project Engineer II	05/01/2018 - present	$100.00
Michelle Kwong	Land Agent I	03/01/2018 - present	$90.00

A written notification will be provided if changes occur in the above labor rate table.

Sincerely,

Example Invoice Form

BILL TO: DEPARTMENT OF WATER RESOURCES
INVOICE FORM

Grantee Name and Address:	Agreement No.:	Agreement Type:	Date of Invoice:
	File Name: Invoice 1	Retention	Period Covered by this Invoice:
	Proposition:	Agreement Term Start Date:	From: To:
	IRWM Region:	Termination Date:	

Invoice # 1 v9

Invoicing Format: Cost Share Drawdown

	Budget Information			Current Invoice Summary				Total Invoiced Summary							
	1. Cost Share	2. Grant Share	3. Sum of Cost Share & Grant Share	4. Total Billed this Invoice	5. Grant Share Billed this Invoice	6. Retention Withheld from Grant Share Payment	7. Net Amount to Be Paid by DWR this Invoice	8. Total Cost Share Billed in Previous Invoices	9. Total Grant Share Billed in Previous Invoices	10. Total Billed To Date	11. Total Cost Share Billed to DWR to Date	12. Total Grant Share Billed to DWR to Date	13. Total Grant Share Paid by DWR to Date	14. Total Remaining Grant Share to be Paid	15. Total Retention Withheld to Date
Grant Administration (PID)															
SES#: BE#:															
Budget Category (A): Project Administration	$ -	$ 40,500.00	$ 40,500.00	$ 3,500.00	$ 3,500.00	$ -	$ 3,500.00	$ -	$ -	$ 3,500.00	$ -	$ 3,500.00	$ 3,500.00	$ 37,000.00	$ -
Retention to be withheld	$ -	$ 4,500.00	$ 4,500.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,500.00	$ -
CD#: Project Subtotal	*$ -*	*$ 45,000.00*	*$ 45,000.00*	*$ 3,500.00*	*$ 3,500.00*	*$ -*	*$ 3,500.00*	*$ -*	*$ -*	*$ 3,500.00*	*$ -*	*$ 3,500.00*	*$ 3,500.00*	*$ 41,500.00*	*$ -*
Project Name (PID)															
SES#: BE#:															
Budget Category (A): Project Administration	$ 10,000.00	$ -	$ 10,000.00	$ 600.00	$ -	$ -	$ -	$ -	$ -	$ 600.00	$ 600.00	$ -	$ -	$ -	$ -
Budget Category (B): Land Purchase/Easement	$ -	$ 10,000.00	$ 10,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 10,000.00	$ -
Budget Category (C): Planning/Design/Eng/Env. Doc.	$ 50,000.00	$ -	$ 50,000.00	$ 36,000.00	$ -	$ -	$ -	$ -	$ -	$ 36,000.00	$ 36,000.00	$ -	$ -	$ -	$ -
Budget Category (D): Construction/Implementation	$ 300,000.00	$ 440,000.00	$ 740,000.00	$ 400,000.00	$ 100,000.00	$ -	$ 100,000.00	$ -	$ -	$ 400,000.00	$ 300,000.00	$ 100,000.00	$ 100,000.00	$ 340,000.00	$ -
Retention to be withheld		$ 50,000.00	$ 50,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 50,000.00	$ -
CD#: Project Subtotal	*$ 360,000.00*	*$ 500,000.00*	*$ 860,000.00*	*$ 436,600.00*	*$ 100,000.00*	*$ -*	*$ 100,000.00*	*$ -*	*$ -*	*$ 436,600.00*	*$ 336,600.00*	*$ 100,000.00*	*$ 100,000.00*	*$ 400,000.00*	*$ -*
GRANT TOTALS :	**$360,000.00**	**$545,000.00**	**$905,000.00**	**$440,100.00**	**$103,500.00**	**$0.00**	**$103,500.00**	**$0.00**	**$0.00**	**$440,100.00**	**$336,600.00**	**$103,500.00**	**$103,500.00**	**$441,500.00**	**$0.00**

Signature* of Agency's Authorized Representative: Date:

Printed Name of Agency's Authorized Representative: Title:

* By signing this form I certify under penalty of law, that the information provided is correct and accurate to the best of my knowledge; represents the work performed as outlined under this grant agreement during the period of this invoice; and that the reimbursement requested has not been nor will be submitted for payment as part of any other invoice for this project.

FOR DEPARTMENT OF WATER RESOURCES USE ONLY

Approved by DWR Grant Manager (Print Name):		Approved by DWR Program Manager (Print Name):	
Title: Date:		Title:	
Signed:		Signed: Date:	
I am verifying that the supporting documentation has been reviewed, is satisfactory, and is available upon request. DWR GM Initials: _____	Grant Manager Comments: DWR PPM Initials:		
Purchase Order:	Cost Center: / Requisition No:	AGPA Comments: / Vendor No:	Remaining Grant Share: $441,500.00
			NET AMOUNT TO BE PAID BY DWR THIS INVOICE: $103,500.00

Column matched the Budget table from the Agreement

Backup Documentation Summary Tables and associated Backup Documents should be grouped by Project. In this example, there will be 2 groups of Summary Table/Backup Documents following this invoice form.

Example Summary Table

Backup Documentation Summary Table

Invoice #: 1

Grantee: City of Example

Date of Invoice: 6/1/2014

Invoicing Period: 10/01/2008 - 04/31/2014

Project : 1 Example Water Treatment Plant

Project Proponent: City of Example

Invoice Description	Notes	Invoice #	Invoice Date	Invoice Amount	Invoice Packet Page #
Budget Category (A) Direct Project Management					
City of Example Grantee Personnel Hours Summary	See Personnel Hours Summary Table			$ 5,800.00	1
Photocopy Services, Inc.	Project Documents Printed	26304	8/12/2013	$ 27.18	2
FedEx	Original WTP Plans Shipped to Project Consultant, Inc	2-296-70763	6/7/2013	$ 14.94	4
Subtotal (A)				*$ 5,842.12*	
Budget Category (B): Land Purchase/Easement					
City of Example Grantee Personnel Hours Summary	See Personnel Hours Summary Table			$ 3,600.00	1
Subtotal (B)				*$ 3,600.00*	
Budget Category (C): Planning/Design/Engineering/Environmental Documentation					
Project Consultant, Inc	Site Evaluation and Soil Testing	44650	2/14/2014	$ 54,497.43	5
Subtotal (C)				*$ 54,497.43*	
			GRAND TOTAL	**$ 63,939.55**	

Summary table maintains organization from invoice form for Project 1. Also itemizes backup documentation for quick identification and organization.

City of Example Grantee Personnel Hours Summary

Date: 06/01/2014
Work Performed: 10/01/2008 - 04/31/2014

Budget Category A: Direct Project Administration

Employee	Classification	Work Performed	Hours	Hourly Rate	Total
Susie Adams	Accountant II	Invoice preparation	5	$ 40.00	$ 200.00
Matt Brown	Staff Engineer I	Coordination with project proponents, set up kick-off meetings	8	$ 50.00	$400.00
Matt Brown	Staff Engineer II	Quarterly Report preparation and coordination with project proponents	15	$ 60.00	$ 900.00
Karen Taylor	Project Engineer II	Working with DWR to get City of Example under agreement, attended design meetings, coordination meetings with consultants, internal project management meetings with Director of Public Works	43	$ 100.00	$ 4,300.00
				Total	**$ 5,800.00**

Budget Category B: Land Purchase/Easements

Employee	Classification	Work Performed	Hours	Hourly Rate	Total
Michelle Kwong	Land Agent I	Verify easements, contact land owners	40	$ 90.00	$ 3,600.00
					$ -
					$ -
				Total	**$ 3,600.00**

Keep short. Just enough to relate to Progress Report activities

Rates to be checked against labor rates previously provided.

PHOTOCOPY SERVICES, INC.

Invoice

DATE	INVOICE #
8/12/2013	26304

BILL TO

[redacted]

SHIP TO

RECEIVED
AUG 15 2013

P.O. NUMBER	TERMS	REP	SHIP	VIA	PROJECT
Proj #410041	Net 30	GAS	8/2/2013		

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT
		Project #410041		
		Work Order #CRW-007916		
450	1	15 sets each with 60 11" x 17" copies. 450 copies @.039/copy	0.039	17.55T
15	11	15 sets each with tan front and back covers and GBC binding @.50/set	0.50	7.50T
		Sales Tax	8.50%	2.13

62006
11400 410443217306
V00266 P1

All past due accounts are subject to a late charge of 1 1/2% per month or the maximum rate permitted by law, whichever is less.

Total $27.18

2

FedEx

Invoice Number	Invoice Date	Account Number	Page
2-296-70763	Jun 07, 2013	[redacted]	1 of 29

FedEx Tax ID: 71-0427007

Billing Address:

[redacted]

Shipping Address:

[redacted]

Invoice Questions?
Contact FedEx Revenue Services
Phone:
Fax:
Internet: [redacted]

Invoice Summary Jun 07, 2013

FedEx Express Services

Transportation Charges		2,215.80
Base Discount		-886.32
Special Handling Charges		179.96
Total Charges	USD	$1,509.44
TOTAL THIS INVOICE	**USD**	**$1,509.44**

You saved $886.32 in discounts this period!

Other discounts may apply.

Detailed descriptions of surcharges can be located at fedex.com

3

FedEx

Invoice Number	Invoice Date	Account Number	Page
2-296-70763	Jun 07, 2013	1787-0523-7	5 of 29

Picked up: May 30, 2013 | Cust. Ref.: 113085 | Ref.#2:
Payor: Shipper | Ref.#3:

- Fuel Surcharge - FedEx has applied a fuel surcharge of 10.00% to this shipment.
- Distance Based Pricing, Zone 2
- FedEx has audited this shipment for correct packages, weight, and service. Any changes made are reflected in the invoice amount.
- The package weight exceeds the maximum for the packaging type, therefore, FedEx Pak was rated as Customer Packaging.

		Sender	Recipient
Automation	INET	Bid Coordinator	
Tracking ID	799886217779		
Service Type	FedEx Standard Overnight		
Package Type	Customer Packaging		
Zone	02		
Packages	1		
Rated Weight	4.0 lbs, 1.8 kgs		
Delivered	May 31, 2013 11:22		
Svc Area	A2		
Signed by	N.H		
FedEx Use	000000000/0001283/_		

Transportation Charge		24.60
Fuel Surcharge		1.48
Discount		-9.84
Total Charge	USD	$16.24

Picked up: May 31, 2013 | Cust. Ref.: 113085 | Ref.#2:
Payor: Shipper | Ref.#3:

- Fuel Surcharge - FedEx has applied a fuel surcharge of 10.00% to this shipment.
- Distance Based Pricing, Zone 2

		Sender	Recipient
Automation	INET	Bid Coordinator	
Tracking ID	799893060440		
Service Type	FedEx Standard Overnight		
Package Type	FedEx Pak		
Zone	02		
Packages	1		
Rated Weight	2.0 lbs, 0.9 kgs		
Delivered	Jun 03, 2013 13:57		
Svc Area	A5		
Signed by	A.BOWES		
FedEx Use	000000000/0001283/_		

Transportation Charge		21.30
Discount		-8.52
DAS Extended Comm		2.15
Fuel Surcharge		1.49
Total Charge	USD	$16.42

Picked up: Jun 03, 2013 | Cust. Ref.: 410041 | Ref.#2:
Payor: Shipper | Ref.#3:

- Fuel Surcharge - FedEx has applied a fuel surcharge of 9.00% to this shipment.
- Distance Based Pricing, Zone 2
- FedEx has audited this shipment for correct packages, weight, and service. Any changes made are reflected in the invoice amount.
- The package weight exceeds the maximum for the packaging type, therefore, FedEx Pak was rated as Customer Packaging.

		Sender	Recipient
Automation	INET	Bid Coordinator	
Tracking ID	799898452655		
Service Type	FedEx Standard Overnight		
Package Type	Customer Packaging		
Zone	02		
Packages	1		
Actual Weight	2.0 lbs, 0.9 kgs		
Rated Weight	3.0 lbs, 1.4 kgs		
Delivered	Jun 04, 2013 10:18		
Svc Area	A1		
Signed by	R.BORDEN		
FedEx Use	000000000/0001283/_		

Transportation Charge		22.85
Discount		-9.14
Fuel Surcharge		1.23
Total Charge	USD	$14.94

Picked up: Jun 03, 2013 | Cust. Ref.: 410041 | Ref.#2:
Payor: Shipper | Ref.#3:

- Fuel Surcharge - FedEx has applied a fuel surcharge of 9.00% to this shipment.
- Distance Based Pricing, Zone 2
- FedEx has audited this shipment for correct packages, weight, and service. Any changes made are reflected in the invoice amount.
- The package weight exceeds the maximum for the packaging type, therefore, FedEx Pak was rated as Customer Packaging.

		Sender	Recipient
Automation	INET	Bid Coordinator	
Tracking ID	799898482246		
Service Type	FedEx Standard Overnight		
Package Type	Customer Packaging		
Zone	02		
Packages	1		
Actual Weight	2.0 lbs, 0.9 kgs		

Continued on next page

PROJECT CONSULTANT, INC

Invoice

Date 2/17/2014

Invoice # 44650

Billing Period 1/1/14-1/31/14

Project

Project Description: Copy of invoice to: Project Manager

Bill To

[redacted]

Contract/PO # PO 330604

Contract/PO Amount: $315,850.00

Previous Billings on Contract: $127,214.70

Current Billings on Contract: $54,497.43

Balance After This Invoice $134,137.87

Project Manager

Description	Quantity	U/M	Rate	Amount
Principal/Director - Geologic Field Observations	9.5	hr	245.00	2,327.50
Principal/Director - Data Analysis/Evaluation	89.5	hr	245.00	21,927.50
Principal/Director - Meetings / Teleconference / E-mail	8	hr	245.00	1,960.00
Associate Engineer Geologist - Analysis, Meetings, Reports	0.75	hr	215.00	161.25
Senior Staff Engineer Geologist - Field Observation & Testing	4.5	hr	165.00	742.50
Senior Staff Engineer Geologist - Data Analysis, Evaluation	7	hr	165.00	1,155.00
Senior Engineering Technician - Observation & Testing	113	hr	110.00	12,430.00
Senior Engineering Technician OT - Observation & Testing	21	hr	165.00	3,465.00
Staff Engineering Technician OT - Observation & Testing	8	hr	142.50	1,140.00
Senior Engineering Technician - Meetings	1	hr	110.00	110.00
Staff Engineering Technician - Meetings	1	hr	95.00	95.00
Laboratory Testing	11	hr	105.00	1,155.00
Graphic Illustration/CADD	0.5	hr	110.00	55.00
Clerical - Report Preparation	1.5	hr	90.00	135.00
Professional Services Total				46,858.75
Laboratory Testing Services -	1		7,008.00	7,008.00
15% Markup	1		15.00%	1,051.20
Outside Services Total				8,059.20
Reprographics - 1/29/14	1		39.48	39.48
Reimbursables Total				39.48
Drilling 12/4/13 Billed to this project in error	-1		400.00	-400.00
15% Markup			15.00%	-60.00
Outside Services Total Credit for error in billing on invoice #44618				-460.00

POSTED 4
FEB 26 2014
ACCOUNTS PAYABLE

Tax ID#

Payment Terms Net 30

Total Invoice Amount **$54,497.43**

Balance Due **$54,497.43**

5

Backup Documentation Summary Table

Invoice #: 1

Grantee: City of Example

Date of Invoice: 6/1/2014

Invoicing Period: 10/01/2008 - 04/31/2014

Project: 2 Guidance Pipeline and Basin Structures

Project Proponent: City of Guidance

Invoice Description	Notes	Invoice #	Invoice Date	Invoice Amount	Invoice Packet Page #
Budget Category (A) Direct Project Management					
Engineering Consultant, Inc.	Project Management and Additional Services (see progress report for discussion of additional services)	143383	8/22/2013	$ 11,252.79	4
Subtotal (A)				*$ 11,252.79*	
Budget Category (C): Planning/Design/Engineering/Environmental Documentation					
Engineering Consultant, Inc.	Pipeline Design	143383	8/22/2013	$ 4,724.69	1
Subtotal (C)				*$ 4,724.69*	
Budget Category (D): Construction/Implementation					
Engineering Consultant, Inc.	Pipeline Bid Period Support	143383	8/22/2013	$ 8,575.12	2
Construction Co.	Site Prep and Start of Basin Structures Construction	2	11/20/2013	$ 381,600.80	5
Subtotal (D)				*$ 390,175.92*	
			GRAND TOTAL	**$ 406,153.40**	

ENGINEERING CONSULTANT, INC.

INVOICE

To : [redacted]

Project No : 143383

Invoice No : 11198744

Date : August 22, 2013

Attention: [redacted]

Subject : Canal Replacement Segment 5

Billing Period : July 01, 2013 through August 01, 2013

Progress Billing No : 10

Reference : Authorization Dated : 9/7/2012

PO# C01769

Contact : [redacted]

Invoiced By : [redacted]

001 -- Pipeline Design

LABOR

Class/ Employee Name	Hours	Rate	Cost Amount	Multiplier	Billing Amount
Managing Engineer [redacted]	5.50	$ 74.52	$ 409.86	3.1350	1,284.91
Engineer III [redacted]	9.75	$ 35.10	$ 342.23	3.1350	1,072.89
Senior Designer [redacted]	18.00	$ 37.23	$ 670.14	3.1350	2,100.89
Sub-Total Labor	33.25		$ 1,422.23		$ 4,458.69
APC at $8.00 per Hour	33.25				$ 266.00
Total Labor					$ 4,724.69

EXPENSES

Budget Category (C)

$ 4,724.69

Total : 001 -- Pipeline Design

002 -- Pipeline Bid Period Support

LABOR

PAYMENT REMIT ADDRESS:

Payment is due within 30 days of receipt of invoice, interest on the unpaid balance will accrue beginning with the 31st day at the rate of 1.5 percent per month or the maximum interest permitted by law, whichever is lesser.

Page: 1

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ENGINEERING CONSULTANT, INC.

INVOICE

To : [redacted]

Project No : 143383

Invoice No : 11198744

Date : August 22, 2013

Attention: [redacted]

Class/ Employee Name	Hours	Rate	Cost Amount	Multiplier	Billing Amount
Vice President					
[redacted]	13.00	$ 79.87	$ 1,038.31	3.1350	3,255.10
Engineer III					
[redacted]	26.00	$ 35.10	$ 912.60	3.1350	2,861.00
[redacted]	5.50	$ 35.17	$ 193.44	3.1350	606.43
Senior Designer					
[redacted]	12.00	$ 37.23	$ 446.76	3.1350	1,400.59
Sub-Total Labor	56.50		$ 2,591.11		$ 8,123.12
APC at $8.00 per Hour	56.50				$ 452.00
Total Labor					$ 8,575.12

EXPENSES

Budget Category (D)

Total : 002 -- Pipeline Bid Period Support $ 8,575.12

003 -- Project Management

LABOR

Class/ Employee Name	Hours	Rate	Cost Amount	Multiplier	Billing Amount
Vice President					
[redacted]	2.00	$ 77.23	$ 154.46	3.1350	484.23
Accountant II					
[redacted]	1.25	$ 28.04	$ 35.05	3.1350	109.88
Administrative Manager					
[redacted]	7.50	$ 34.75	$ 260.63	3.1350	817.08
Sub-Total Labor	10.75		$ 450.14		$ 1,411.19
APC at $8.00 per Hour	10.75				$ 86.00
Total Labor					$ 1,497.19

Budget Category (A)

PAYMENT REMIT ADDRESS:

Payment is due within 30 days of receipt of invoice, interest on the unpaid balance will accrue beginning with the 31st day at the rate of 1.5 percent per month or the maximum interest permitted by law, whichever is lesser.

Page: 2

2

ENGINEERING CONSULTANT, INC.

INVOICE

To : [redacted]

Project No : 143383

Invoice No : 11198744

Date : August 22, 2013

Attention: [redacted]

EXPENSES

Total : 003 -- Project Management $ 1,497.19

004 -- Additional Services

LABOR

Class/ Employee Name	Hours	Rate	Cost Amount	Multiplier	Billing Amount
Vice President [redacted]	18.00	$ 79.87	$ 1,437.66	3.1350	4,507.06
Engineer III [redacted]	30.00	$ 35.10	$ 1,053.00	3.1350	3,301.16
Engineer I [redacted]	6.00	$ 27.52	$ 165.12	3.1350	517.65
Senior Designer [redacted]	8.00	$ 37.23	$ 297.84	3.1350	933.73
Sub-Total Labor	62.00		$ 2,953.62		$ 9,259.60
APC at $8.00 per Hour	62.00				$ 496.00
Total Labor					$ 9,755.60

EXPENSES

APPROVAL
OK TO PAY (SIGNATURE)
9/30
9/5
9/5

Budget Category (A)

Total : 004 -- Additional Services $ 9,755.60

Amount Due this Invoice $ 24,552.60

PAYMENT REMIT ADDRESS:

Payment is due within 30 days of receipt of invoice, interest on the unpaid balance will accrue beginning with the 31st day at the rate of 1.5 percent per month or the maximum interest permitted by law, whichever is lesser.

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ENGINEERING CONSULTANT, INC.

INVOICE

To : [redacted]

Project No : 143383

Invoice No : 11198744

Date : August 22, 2013

Attention: [redacted]

Summary of Account

BC Phase	Title	Budget	Total This Invoice	Prior Invoice To Date	Total Invoiced To Date
001 --	Pipeline Design	$ 350,000.00	$ 4,724.69	$ 345,262.03	$ 349,986.72
002 --	Pipeline Bid Period Support	$ 33,000.00	$ 8,575.12	$ 7,486.51	$ 16,061.63
003 --	Project Management	$ 47,000.00	$ 1,497.19	$ 45,197.66	$ 46,694.85
004 --	Additional Services	$ 50,000.00	$ 9,755.60	$ 39,172.60	$ 48,928.20
005 --	Flood Isolation Control Stct Design	$ 85,000.00	$ 0.00	$ 84,900.79	$ 84,900.79
	Total :	$ 565,000.00	$ 24,552.60	$ 522,019.59	$ 546,572.19
	Total Paid To Date :				$(522,019.59)
	Balance Outstanding :				$ 24,552.60

Budget Category (A)= Project Management + Additional Services
= $1,497.19 + $9,755.60 = $11,252.79
Budget Category (C)= Pipeline Design = $4,724.69
Budget Category (D)= Pipeline Bid Period Support = $8,575.12

PAYMENT REMIT ADDRESS:

Payment is due within 30 days of receipt of invoice, interest on the unpaid balance will accrue beginning with the 31st day at the rate of 1.5 percent per month or the maximum interest permitted by law, whichever is lesser.

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CONSTRUCTION CO.

Contractor's Application For Payment No. 2

To: [redacted]	Application Period: Nov. 1, 2013 - Nov. 30, 2013	Application Date: 11.30.13
Project: [redacted]	From (Contractor): [redacted]	Via (Project Manager): [redacted]
[redacted] Project No:	Contract:	

Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
00001		
00002		
00003		
00004		
00005		
TOTALS	$0.00	
NET CHANGE BY CHANGE ORDERS	$0.00	

1.	ORIGINAL CONTRACT PRICE	$ 1,083,620.00
2.	Net change by Change Orders	$ $0.00
3.	CURRENT CONTRACT PRICE (Line 1 ± 2)	$ 1,083,620.00
4.	TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)	$ 593,284.05
5.	RETAINAGE:	
a.	5 % x Work Completed	$ 29,664.20
b.	5 % x $_____ Stored Material	$
c.	Total Retainage (Line 5a + Line 5b)	$ 29,664.20
6.	AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	$ 563,619.85
7.	LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	$ 201,099.09
8.	AMOUNT DUE THIS APPLICATION	$ 362,520.76
9.	BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	$ 520,000.15

Contractor's Certification:

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: Date:

Payment of: (Line 8 or other - attach explanation of other amount)

is recommended by: [redacted]

Engineer)

Payment of: (Line 8 or other - attach explanation of other amount)

is approved by:

(Owner)

PARTIAL PAYMENT ESTIMATE

JOB NO.

PARTIAL PAYMENT ESTIMATE NO. 2

PAGE 1 OF 3

OWNER:

CONTRACTOR:

PERIOD OF ESTIMATE

FROM: 11/1/2013 TO 11/30/2013

CONTRACT CHANGE ORDER SUMMARY

No.	Approval Date	Amount Additions	Amount Deductions
Total		$ -	$ -
Net Change		$ -	

ESTIMATE

1. Original Contract	$1,083,620.00
2. Change Orders	$0.00
3. Revised Contract (1+2)	$1,083,620.00
4. Work Completed	$593,284.05
5. Stored Materials	$0.00
6. Subtotal (4+5)	$593,284.05
7. Retainage 5%	$29,664.20
8. Previous Payments	$201,099.09
9. Amount Due (6-7-8)	$362,520.76

** Detailed breakdown attached*

CONTRACT TIME

Original (days)	104
Revised	0
Remaining	31

On Schedule
- ☑ Yes
- ☐ No

Starting Date	09/19/13
Projected Completion	01/01/14
Revised	

CONTRACTOR'S CERTIFICATION:

The undersigned Contractor certifies that to the best of their knowledge, information and belief the work covered by this payment estimate has been completed in accordance with the contact documents, that all amounts have been paid by the contractor for work for which previous payment estimates was issued and payments received from the owner, and that current payment shown herein is now due.

Contractor:

By:

Date:

Owner:

By:

Date:

ENGINEER'S CERTIFICATION:

The undersigned certifies that the work has been carefully reviewed and to the best of their knowledge and belief, the quantities shown are correct and the work has been performed in accordance with the contract documents.

Engineer:

By:

Date:

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AIA DOCUMENT G703 — PAGE 1 OF 2 PAGES

CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
In tabulation below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for the line items may apply

APPLICATION NUMBER: 2
APPLICATION DATE: 11.30.13
PERIOD FROM: 11.01.13
PERIOD TO: 11.30.13
CONTRACT NUMBER:

ITEM NO	A DESCRIPTION OF WORK	B SCHEDULED VALUE	C WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	D WORK COMPLETED THIS PERIOD	E MATERIALS PRESENTLY STORED (NOT IN D OR E)	F TOTAL COMPLETED AND STORED TO DATE (D+E+F)	F % (G÷C)	G BALANCE TO FINISH (C-G)	H RETAINAGE
	DESCRIPTION OF WORK								
1	Mobilization	27,700.82	14,000.00			14,000.00	51%	13,700.82	700.00
2	Workers Protection	6,720.00	1,344.00	2,352.00		3,696.00	55%	3,024.00	184.80
3	Misc Facilities and Operations	31,300.00	6,260.00	10,955.00		17,215.00	55%	14,085.00	860.75
4	SWPPP Installation and Maintenance	22,530.00	15,771.00	4,506.00		20,277.00	90%	2,253.00	1,013.85
5	Clearing and Grubbing	104,535.00	99,308.25			99,308.25	95%	5,226.75	4,965.41
6	Abandon & Destroy Site Well	9,980.00		6,500.00		6,500.00	65%	3,480.00	325.00
7	Levee Keyways	182,742.00	30,000.00	152,742.00		182,742.00	100%	-	9,137.10
8	Consturct Reservior Levees	107,996.00		86,396.80		86,396.80	80%	21,599.20	4,319.84
9	Construct Kirby Turnout	94,785.00	10,000.00	27,914.00		37,914.00	40%	56,871.00	1,895.70
10	Consturct Project Distribution Structure	285,570.00	30,000.00	55,671.00		85,671.00	30%	199,899.00	4,283.55
11	Basin Staff Gauge	5,070.00				-	0%	5,070.00	0.00
12	Construct Stilling Well	13,740.00				-	0%	13,740.00	0.00
13	Well Discharge Standpipes & and Pipelines	36,935.00				-	0%	36,935.00	0.00
14	Canal Lining at Well Discharge	30,803.40				-	0%	30,803.40	0.00
15	Box Culvert Canal Crossings	43,960.00	5,000.00	34,564.00		39,564.00	90%	4,396.00	1,978.20
16	Furnish and Install Perimeter Wire Fence	56,306.88				-	0%	56,306.88	0.00
17	Furnish and Install Single 16' Drive Gates	2,688.00				-	0%	2,688.00	0.00
18	Furnish and Install Double 16' Drive Gates	4,032.00				-	0%	4,032.00	0.00
19	Furnish and Install CL II AB 3" Driveway Surface	16,225.90				-	0%	16,225.90	0.00
	ORIGINAL CONTRACT TOTAL	*1,083,620.00*	*211,683.25*	*381,600.80*	-	*593,284.05*		*490,335.95*	*29,664.20*
	CHANGE ORDERS								
	New Contract Total	***1,083,620.00***	***211,683.25***	***381,600.80***	***0.00***	***593,284.05***	***55%***	***490,335.95***	***29,664.20***

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Wendy Silva

Wendy Silva, Director of Human Resources

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: October 20, 2021

Agenda Number: D-2

SUBJECT:

Second Amendment to the City Clerk At-Will Employment Agreement approving a step increase and one-time payment.

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 Clerk At-Will Employment Agreement and designating the source of funds for the proposed one-time lump sum payment.

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 Clerk's Employment Agreement will modify the existing agreement as follows:*

- *Effective on her merit anniversary date of August 26, 2021, the City Clerk's salary will be increased one merit step due to satisfactory performance to Step C of City of Madera Salary Schedule Range 419 which is $76,104.72 per year, payable in installments at the same time as the majority of the Employer's employees.*
- *City Clerk will receive a one-time lump sum payment of $1,500 on the next regular pay date*

SUMMARY:

The Council conducted the City Clerk's performance evaluation. The results of the evaluation were very positive. The parties wish to amend the Employment Agreement to reflect a merit step increase and a one-time lump sum payment of $1,500.

DISCUSSION:

The City Clerk began employment with the City August 26, 2019. The Council conducted an annual performance evaluation of the City Clerk with positive results. The Council and Employee desire to amend the Employment Agreement. The proposed Second Amendment to the City Clerk's At-Will Employment Agreement will:

- Award a merit increase due to satisfactory job performance to Step C of the Salary Schedule for City Clerk effective on her merit anniversary date of August 26, 2021, consistent with merit award practices for all City employees.
- Provide a one-time lump sum payment of $1,500 on the next regular pay date, or October 29, 2021.

FINANCIAL IMPACT:

The proposed Second Amendment will award one merit step increase, equal to 5 percent, or $3,615.54 per year in base salary, plus a one-time lump sum payment of $1,500. The City's adopted operating budget includes funds for anticipated merit increases. The City will designate and classify reserves from the general fund unassigned fund balance into the assigned classification for the one-time lump sum payment.

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 Clerk At-Will Employment Agreement and designating the source of funds for the one-time lump sum payment.
    a. Exhibit A: Second Amendment to City Clerk At-Will Employment Agreement.

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING A SECOND AMENDMENT TO THE CITY CLERK AT-WILL EMPLOYMENT AGREEMENT AND DESIGNATING THE SOURCE OF FUNDS FOR A ONE-TIME LUMP SUM PAYMENT

WHEREAS, the City of Madera and Alicia Gonzales entered a three year City Clerk At-Will Employment Agreement ("Agreement") effective August 26, 2019, and amended October 7, 2020; and

WHEREAS, the City Council has conducted a performance evaluation of the City Clerk and is pleased with her performance; and

WHEREAS, the City Council and City Clerk desire to amend the Agreement to award a merit increase and a one-time lump sum payment of $1,500.

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 Clerk At-Will Employment Agreement attached hereto as Exhibit A and incorporated by reference.

3. The Director of Financial Services is directed to designate and classify reserves from the general fund unassigned fund balance into the assigned classification for the one-time lump sum payment of $1,500.

4. This resolution is effective immediately upon adoption.

* *

SECOND AMENDMENT TO CITY CLERK AT-WILL EMPLOYMENT AGREEMENT

This Second Amendment to City Clerk At-Will Employment Agreement ("Second Amendment") is entered into by and between the City of Madera, California, a municipal corporation (hereinafter referred to as "Employer" or "City"), and Alicia Gonzales (hereinafter referred to as "Employee"), both of whom agree and understand as follows:

RECITALS

A. City and Employee entered into an At-Will Employment Agreement ("Agreement") effective August 26, 2019 and amended October 7, 2020.

B. The City Council has conducted a performance evaluation of Employee and Employee's performance is satisfactory.

C. The City and Employee desire to modify the agreement to memorialize a merit step increase and award a one-time payment in addition to base salary.

AGREEMENT

In consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1. Section 5 of the Agreement titled "Salary" is amended by adding the following paragraph after the three paragraphs under said Section 5:

> Effective August 26, 2021, Employer agrees to increase the Employee's base salary one merit step to $2,927.10 bi-weekly, which is Step C as set forth in City of Madera Salary Schedule Range 419, payable in installments at the same time as the majority of the Employer's employees.
>
> Employee will receive a one-time lump sum $1,500 payment to be paid on the October 29, 2021 pay date, subject to applicable taxes and deductions. The parties agree that this one-time payment does not meet the definition of compensation earnable nor does it qualify as any applicable special compensation for CalPERS reporting purposes.

SECTION 2. Except as amended by this Second Amendment, all terms and conditions of the Agreement and First Amendment shall continue in full force and effect.

SECTION 3. This Second Amendment to City Clerk At-Will Employment Agreement shall be effective October 20, 2021.

IN WITNESS WHEREOF, the City of Madera has caused this Second Amendment to Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its Deputy City Clerk, and Alicia Gonzales has signed this Second Amendment on the day and year first above written.

EMPLOYEE

Alicia Gonzales

Alicia Gonzales

CITY OF MADERA

Santos Garcia, Mayor

ATTEST

Zelda Leon, Deputy City Clerk

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Council Meeting of: October 20, 2021

Agenda Number: D-3

Keith Helmuth, Department Director

Arnoldo Rodriguez, City Manager

SUBJECT:

Purchase of Real Property Located at 28310 Highway 145 (APN: 035-080-026)

RECOMMENDATION:

Adopt a Resolution:

1. Approving the Agreement for Purchase of a portion of Real Property located at 28310 Highway 145 (APN: 035-080-026) for $377,000 and Joint Escrow Instructions;
2. Accepting the Grant Deed; and
3. Amending the City's 2021/22 Budget to reflect expenditures related to the property purchase.

SUMMARY:

This Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions (Agreement) is for the acquisition of an approximate 2.23-acre portion of the subject parcel (APN: 035-080-026) located on the south side of Highway 145, approximately 0.75 miles North-East of the intersection of Highway 145 and Storey Road within the County of Madera. The parcel currently includes agricultural uses on the area not intended for purchase while the purchase area is currently improved with a temporary storm drainage basin. The parcel is currently zoned for Residential Rural Single Family. The resolution approving the purchase is contingent on conformity with General Plan.

DISCUSSION:

The proposed acquisition is for a portion of the subject parcel land that was originally developed as a temporary storm drainage basin for the Sienna Basin Estates subdivision, located to the west of the subject parcel. The acquisition requires the purchase of an approximate 2.23-acre portion of the subject parcel. The purchase serves two purposes. Of immediate concern is securing the basin for uninterrupted use and protection from storm water runoff to the Sienna Estates subdivision. In addition, the basin is needed to expand the city's stormwater retention capabilities in accordance with the Storm Drainage System Master Plan for future development activities in the vicinity of the basin. It is not known at this

time if the basin can be used to serve future growth while Sienna Estates maintains its connection to and reliance on the basin. Additional hydraulic analysis would be required beyond that which was conducted by the original developer's engineer when the subdivision was first proposed.

Prior to the finalization of the sale, staff will be commissioning a Phase I Environmental Site Assessment (ESA) during the due diligence period, as outlined in the Agreement. This ESA will assist in identifying any environmental issues that could potentially disqualify the parcel as a location for a retention basin.

As a condition of sale, the Seller will grant the City an easement for public utility access for all municipal purposes on their parcel. The City will, following the sale, enter an Easement Agreement providing Seller a non-exclusive easement to drain stormwater into the basin from their parcel, which borders on the western side of the basin. The ability to benefit from this easement is contingent on evaluation of the capability of the basin/stormwater conveyance system to accommodate any drainage beyond that from Sienna Estates. If insufficient capacity is found, the additional stormwater drainage will be prohibited and the Seller would, at their own expense, find an alternative site for drainage.

Cost of acquisition is $377,000. Bulk of the funding will be secured though the Storm Drain SE Quadrant Impact Fee Account with a loan for the remainder of $32,000 coming from the Storm Drain SE Quadrant Impact Fee Account. As impact fees are collected in the Storm Drain SE Quadrant Impact Fee Account, the DD will be reimbursed.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Approval of this Agreement is consistent with section 101.6 of the "Well-Planned City" focus area, which calls for the city to ensure infrastructure can sustain population grown in the development of the General Plan.

FINANCIAL IMPACT:

There is no impact to the General Fund by approving this Agreement.

ALTERNATIVES:

An alternative would be to not approve or postpone the acquisition of the property. Such action would require any developer of Sienna Estates to secure permission and authority to use the basin until such time as the City determines it is no longer necessary.

ATTACHMENTS:

1. Location Map
2. Resolution
    - Exhibit A - Agreement for Purchase and Sale of Real Property
        - Exhibit A - Depiction of the Property
        - Exhibit B - Grant Deed
            - Exhibit A - Legal Description
        - Exhibit C - Easement Deed
            - Exhibit A - Legal Description
        - Exhibit D - June 5, 2018 Letter
        - Exhibit E - Easement Agreement
            - Exhibit A – Legal Description of the Grantee Property

Exhibit B – Legal Description of the Basin
Exhibit C – Legal Description of the Pipeline Easement

Exhibit B - Amendments to the City of Madera Fiscal Year 2021/2022 Budget

ATTACHMENT 1

Location Map


Attachment 1
LOCATION MAP
APPROXIMATE LOCATIONS SHOWN
035-080-026 SANDERS PROP.
BASIN AREA
STORM PIPE/ACCESS EASEMENT
ACCESS EASEMENT

ATTACHMENT 2

Resolution

RESOLUTION NO. 21-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING AN AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY FOR APN: 007-101-011 AND AUTHORIZING AND APPROVING AMENDMENTS TO THE CITY OF MADERA FISCAL YEAR 2021/2022 BUDGET

WHEREAS, Jason Sanders (Seller) owns a 2.23-acre parcel Located at 28310 Highway 145, APN 035-080-026 (Subject Property); and

WHEREAS, the City wishes to purchase a portion of the Subject Property; and

WHEREAS, the City and Seller have negotiated a purchase price of $377,000 for the portion of Subject Property and easement, escrow costs are estimated at $7,540; and

WHEREAS, funding for the purchase is available through the Storm Drain SE Quadrant Impact Fee account and a loan for $32,000 coming from the Drainage Development Impact Fee account; and

WHEREAS, the property to be acquired by City is more specifically described in the legal description included within the Grant Deed attached to and included as Exhibit B to the Agreement for Purchase and Sale of Real Property; and

WHEREAS, prior to closing of escrow, staff will commission a Phase I Environmental Site Assessment (ESA) during the Due Diligence Period; and

WHEREAS, the amendments to the City of Madera Fiscal Year 2021/2022 Budget, listed in Exhibit B, attached hereto, are necessary to purchase the property from Sanders.

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

1. The above recitals are true and correct.

2. The City Council approves the Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions attached hereto as Exhibit A. including Exhibits A to E referenced in and attached to the Agreement.

3. The City Council approves the amendments to the City of Madera Fiscal Year 2021/2022 Budget attached hereto as Exhibit B.

4. The City Manager is authorized to take all actions necessary to make the amendments to the budget for the purchase of the property and to execute documents as necessary for

Escrow requirements and recordation of the Grant Deed and Easement Agreement.

5. The City Clerk is authorized to prepare the Certificate of Acceptance for the Grant Deed.

6. The City Finance Manager is authorized to transfer $377,000 from the Storm Drain SE Quadrant Impact Fee account to an Acquisition Expenditure Account.

7. The City Engineer is authorized to initiate Escrow Services for the acquisition of the property and the recording of the Grant Deed and Easement Agreement by the County of Madera Clerk/Recorder.

8. The City Manager, City Clerk, and City Attorney are authorized collectively to make any technical and clerical corrections or clarifications to this Resolution and to the Agreement and related documents.

9. This resolution is subject to any required findings of conformity with the General Plan.

10. This resolution is effective immediately upon adoption.

****

EXHIBIT A

Agreement for Purchase and Sale of Property, APN: 035-080-02

AGREEMENT FOR PURCHASE AND SALE

OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS ("**Agreement**") is made this ____ day of _____, 2021, ("**Agreement Date**") by and between the CITY OF MADERA, a municipal corporation ("**Buyer**"), and JASON SANDERS ("**Seller**").

RECITALS

A. Seller owns that certain unimproved real property located in the City of Madera, County of Madera, State of California depicted on **Exhibit A** and desires to sell in fee a portion of APN 035-080-026 located along the south side of SR 145 and easements described in and depicted on **Exhibit A** ("**Property**"). The legal descriptions of the **Property** (land and easements) are attached as exhibits to the Grant Deed **(Exhibit B)** and Easement Deed (**Exhibit C**).

B. Buyer sent Seller a letter dated June 5, 2018, indicating Buyer's desire to acquire the Property and advising the Seller would instituting formal condemnation proceedings if a voluntary agreement could not be secured, a copy of which is attached hereto as **Exhibit D**.

C. Seller and Buyer wish to enter an Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions upon the terms and conditions more particularly set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties hereto agree as follows:

TERMS AND CONDITIONS

1. PURCHASE AND SALE OF PROPERTY. Pursuant to the terms and conditions of this Agreement, Buyer hereby agrees to purchase from Seller and Seller agrees to sell to Buyer, the Property in AS-IS condition. No personal property is included in this transaction.

2. OPENING OF ESCROW. Within five (5) days after the execution of this Agreement by both Buyer and Seller, the parties shall open an escrow ("**Escrow**") at Chicago Title Company, 601 W. Yosemite Avenue, Ste. 101 as escrow officer ("**Escrow Officer**") by causing an executed copy of this Agreement to be deposited with Escrow Holder together with Buyer's Deposit (as defined in Section 3.2 below) ("**Opening of Escrow**").

3. PURCHASE PRICE; DEPOSIT; PAYMENT OF PURCHASE PRICE.

3.1 Purchase Price. The purchase price for the Property is Three Hundred Seventy-Seven Thousand Dollars ($377,000.00) ("**Purchase Price**").

3.2 Deposit. Concurrently with Opening of Escrow, Buyer shall deposit with Escrow Holder the sum equal to Seven Thousand Five Hundred Forty and 00/100 Dollars ($7,540.00) ("**Deposit**") to be held by Escrow Holder for the benefit of the parties and applied against the Purchase Price at Closing (as defined in Section 5) or released, refunded or forfeited in accordance

with the terms of this Agreement. The deposit shall be refundable to Buyer if Buyer exercises its option to terminate the Purchase and Sale Agreement on or before the last day of the Due Diligence Period (as defined below). If Buyer does not exercise its option to terminate the Purchase and Sale Agreement, the Deposit shall become non-refundable and applicable to the Purchase Price. If escrow fails to close due to a material breach of the Purchase and Sale Agreement by Buyer, the Deposit shall be released from escrow to Seller as liquidated damages, and Seller agrees that this amount shall constitute Seller's sole and exclusive remedy.

3.3 Payment of Purchase Price. On or before 1:00 p.m. on the business day preceding the Closing Date or such earlier time as required by Escrow Holder in order to close Escrow on the Closing Date, Buyer shall deposit into Escrow the balance of the Purchase Price in Good Funds.

3.4 Good Funds. Prior to Closing, all funds deposited in Escrow shall be in "**Good Funds**" which shall mean a wire transfer of funds from a financial institution located in the State of California.

4. CLOSING FUNDS AND DOCUMENTS REQUIRED FROM BUYER AND SELLER.

4.1 Seller. Seller agrees that on or before 12:00 noon on the day preceding the Closing Date, Seller will deposit or cause to be deposited with Escrow Holder all of the following:

(a) A grant deed in the form attached hereto as **Exhibit B** executed by Seller ("**Grant Deed**").

(b) An easement deed in the form attached hereto as **Exhibit C** executed by Seller ("**Easement Deed**").

(c) A Non-Foreign Affidavit as. required by federal law.

(d) Such funds and other items and instruments as may be necessary in order for Escrow Holder or the Title Company to comply with this Agreement.

4.2 Buyer. Buyer agrees that on or before 12:00 noon on the day preceding the Closing Date, Buyer will deposit with Escrow Holder all additional funds and all of the following:

(a) An easement agreement in the form attached hereto as **Exhibit E** executed by Seller ("**Easement Agreement**").

(b) A Preliminary Change of Ownership Statement completed in the manner required in Madera County.

(c) Such funds and other items and instruments as may be necessary in order for Escrow Holder or the Title Company to comply with this Agreement.

4.3 Recordation, Completion and Distribution of Documents. Escrow Holder shall confirm that any documents signed in counterpart are matching documents and shall combine the signature pages thereof to create fully executed documents. Escrow Holder will date all the

documents with the date of Close of Escrow. Escrow Holder will cause the Grant Deed to be recorded when it can issue the Owner's Title Policy in accordance with Section 6.2, and holds for the account of Buyer and Seller, respectively, the funds and items described above to be delivered to Buyer and Seller, respectively, through Escrow, less costs, expenses and disbursements chargeable to the parties pursuant to this Agreement.

5. CLOSING DATE; OPTIONS TO EXTEND CLOSING; TIME IS OF ESSENCE.

5.1 Closing Date. Escrow shall close on or before December 20, 2021 ("**Closing Date**").

5.2 Definition of Closing. The terms "**Close of Escrow**" and/or "**Closing**" mean the time Grant Deed is recorded in the Official Records of Madera County.

5.3 Time is of Essence. The parties specifically agree that time is of the essence of this Agreement.

5.4 Possession. Upon the Close of Escrow, possession of the Property shall be delivered to Buyer.

6. TITLE POLICY.

6.1 Approval of Title.

(a) Promptly following execution of this Agreement but in no event later than fifteen (15) days following Opening of Escrow, a preliminary title report shall be issued by Chicago Title Company ("**Title Company**"), describing the state of title of the Property, together with legible copies of all exceptions and a map plotting all easements ("**Preliminary Title Report**"). Within fifteen (15) business days after Buyer's receipt of the Preliminary Title Report, Buyer shall notify Seller in writing ("**Buyer's Title Notice**") of Buyer's disapproval of any matters contained in the Preliminary Title Report ("**Disapproved Exceptions**").

(b) In the event Buyer delivers Buyer's Title Notice within said period, Seller shall have a period of ten (10) days after receipt of Buyer's Title Notice in which to notify Buyer of Seller's election to either (i) agree to attempt to remove the Disapproved Exceptions prior to the Close of Escrow; or (ii) decline to remove any such Disapproved Exceptions ("**Seller's Notice**"). If Seller notifies Buyer of its election to decline to remove the Disapproved Exceptions, or if Seller is unable to remove the Disapproved Exceptions (other than any obligations of Buyer under Section 7), Buyer may elect either to terminate this Agreement and the Escrow or to accept title to the Property subject to the Disapproved Exception(s). Buyer shall exercise such election by delivery of written notice to Seller and Escrow Holder within five (5) days following the earlier of (i) the date of written advice from Seller that such Disapproved Exception(s) cannot be removed; or (ii) the date Seller declines to remove such Disapproved Exception(s).

(c) Upon the issuance of any amendment or supplement to the Preliminary Title Report which adds additional exceptions, the foregoing right of review and approval shall also apply to said amendment or supplement; provided, however, that Buyer's initial period of review

and approval or disapproval of any such additional exceptions shall be limited to five (5) days following receipt of notice of such additional exceptions.

(d) Nothing to the contrary herein withstanding, Buyer shall be deemed to have automatically objected to all leases, deeds of trust, mortgages, judgment liens, federal and state income tax liens, delinquent general and special real property taxes and assessments and similar monetary encumbrances affecting the Property (excluding any such items caused by Buyer), and Seller shall discharge any such non-permitted title matter of record prior to or concurrently with the Close of Escrow except as otherwise specifically provided in this Agreement.

6.2 Owner's Title Policy. At the Close of Escrow, an ALTA owner's non-extended policy of title insurance shall be furnished to Buyer ("**Owner's Title Policy**") insuring title to the Property vested in Buyer, containing only (i) non-delinquent real property taxes and assessments and (ii) exceptions approved by Buyer in accordance with Section 6.1. The amount of the insurance coverage shall be in the amount of the Purchase Price. The cost of the Owner's Title Policy shall be paid by Seller. If Buyer elects to obtain an extended ALTA owner's policy, Buyer shall be responsible to secure a survey at its own cost and expense which shall be delivered to the Title Company not less than thirty (30) days prior to Closing and Buyer shall be responsible to pay for any additional premium. The Title Policy shall include extended coverage or endorsements that Buyer may request but at Buyer's expense.

7. DUE DILIGENCE AND DUE DILIGENCE PERIOD. For a period of sixty (60) days following the opening of escrow ("**Due Diligence Period**"), Buyer shall have the right to perform any investigations, inspections, and review of documents as Buyer may reasonably determine in order to assess its willingness to purchase the Property pursuant to the terms of this Agreement.

7.1 Review and Approval of Documents and Materials. Within five (5) days of the Opening of Escrow, Seller shall deliver to Buyer any and all documents, reports, surveys, environmental assessments, engineering reports for the Property and other materials in Seller's possession or under its control or that of its agents, respecting the Property, including any hazardous substance conditions report concerning the Property, any natural hazard zone disclosure report, (collectively, "**Materials**"). During the Due Diligence Period, Buyer may review and evaluate the Materials to determine whether the Property is appropriate for Buyer's proposed use, in its sole discretion. Buyer is advised that there are no leases affecting the Property and there are no third parties in possession of the Property.

7.2 Buyer's Due Diligence. During the Due Diligence Period, Buyer and its agents may, at Buyer's sole expense, conduct tests and physical inspections of the property, including building inspections and environmental site assessments desired by Buyer. Buyer shall also conduct such investigations regarding zoning, building codes, and availability of permits and approvals for its intended construction and use of the Property, as it deems prudent in its sole discretion. Buyer shall provide evidence to Seller that Buyer has procured and paid premiums for an all-risk public liability insurance policy written on a per occurrence and not claims made basis in a combined single limit of not less than ONE MILLION DOLLARS ($1,000,000) which insurance names Seller as additional insured. Buyer shall keep the Property free and clear of all mechanic liens, lis pendens and other liens arising out of the entry and work performed under this paragraph and shall maintain or assure maintenance of workers' compensation insurance (or

state approved self-insurance) on all persons entering the Property in the amounts required by the State of California. Buyer shall promptly restore the Property to the condition that it was in prior to those tests and inspections and shall indemnify, defend and hold Seller harmless from all damages, costs, loss, expense (including attorney fees) and liability resulting from Buyer's activities, acts, and omissions on the Property, including, but not limited to, mechanic liens.

Notwithstanding anything to the contrary contained in this Agreement, (i) the defense, indemnity, and hold harmless provision contained in this Section shall not apply to the extent such liabilities arise in connection with the sole negligence or willful misconduct of Seller, its employees, agents, contractors, licensees or invitees and (ii) provided further that Buyer shall have no liability to Seller or to its employees, agents, or contractors by reason of, nor shall Buyer have any duty to indemnify, defend, or hold any person or entity harmless from or against, any liabilities, including, without limitation, any claim for diminution in value of the Property or for environmental remediation or clean-up costs, resulting directly from Buyer having merely discovered and/or reported (to the extent required by applicable law) any adverse physical condition, title condition, environmental condition, or other defect with respect to the Property. The foregoing provisions shall survive the Closing or any termination of this Agreement. At Closing, Buyer shall take the Property subject to any title exceptions caused by Buyer exercising this license to enter the Property.

Copies of any final non-privileged, non-attorney-client work product reports including any survey prepared for Buyer this Agreement shall be delivered to Seller (at no cost to Seller) and, if the Closing does not occur, Seller shall be entitled to use without the consent of the preparer.

7.3 Buyer's Termination Right. Buyer shall have the right at any time on or before the expiration of the Due Diligence Period to terminate this Agreement if, during the course of Buyer's due diligence investigations of the Property, Buyer determines in its sole and absolute discretion that the Property is not acceptable to Buyer. Buyer may exercise its right to terminate by delivering written notice of termination to Seller and Escrow Agent **("Termination Notice**") on or before the expiration of the Due Diligence Period. Upon the timely delivery of such Termination Notice, (i) Escrow Agent shall immediately return the Deposit (less any cancellation charges due to Escrow Holder) to Buyer without the need for further instruction or approval of the parties, and (ii) this Agreement shall automatically terminate and be of no further force or effect and neither party shall have any further rights or obligations hereunder. Notwithstanding anything contained herein to the contrary, if Buyer fails to provide a Termination Notice, then Buyer shall be conclusively deemed to have elected to approve its Due Diligence of the Property.

8. CONDITIONS PRECEDENT TO CLOSE OF ESCROW.

8.1 Conditions to Buyer's Obligations. The obligations of Buyer under this Agreement are subject to the satisfaction or written waiver, in whole or in part, by Buyer of each of the following conditions precedent ("**Buyer's Conditions Precedent**"):

(a) Title Company will issue the Owner's Title Policy as specified in Section 6.2.

(b) Buyer has not issued a Termination Notice in accordance with Section 7.3.

(c) Escrow Holder holds and will deliver to Buyer the instruments and funds, if any, accruing to Buyer pursuant to this Agreement.

(d) Seller has delivered the fully executed Grant Deed and Easement Deed.

(e) Seller is not in default of its obligations under this Agreement.

8.2 Conditions to Seller's Obligations. The obligations of Seller under this Agreement are subject to the satisfaction or written waiver, in whole or in part, by Seller of the following conditions precedent ("**Seller's Conditions Precedent**"):

(a) Escrow Holder holds and will deliver to Seller the instruments and funds accruing to Seller pursuant to this Agreement.

(b) Title Company will issue the Owner's Title Policy as specified in Section 6.2.

(c) Buyer has delivered the fully executed Easement Agreement.

(d) Buyer is not in default of its obligations under this Agreement.

9. DISCLAIMER OF WARRANTIES. Buyer shall acquire the Property in its "AS IS" condition and shall be responsible for any and all defects in the Property, whether patent or latent, including, without limitation, the physical, environmental, and geotechnical condition of the Property, and the existence of any contamination, hazardous materials, vaults, debris, pipelines, wells, or other structures located on, under, or about the Property. Seller makes no representation or warranty concerning the physical, environmental, geotechnical or other condition of the Property. Buyer acknowledges that, once Buyer obtains title to the Property, any liability of Seller for the environmental condition of the Property shall be extinguished, and that Seller shall have no liability for remediating any environmental condition of the Property. Buyer shall indemnify Seller against any claim or liability relating to the environmental condition of the Property.

10. ESCROW PROVISIONS.

10.1 Escrow Instructions. Sections 1 through 6, inclusive; 8, 10, 13 and 14 constitute the escrow instructions to Escrow Holder. If required by Escrow Holder, Buyer and Seller agree to execute Escrow Holder's standard escrow instructions, provided that the same are consistent with and do not conflict with the provisions of this Agreement. In the event of any such conflict, the provisions of this Agreement shall prevail. The terms and conditions in sections of this Agreement not specifically referenced above are additional matters for information of Escrow Holder, but about which Escrow Holder need not be concerned. Buyer and Seller will receive Escrow Holder's general provisions directly from Escrow Holder and will execute such provision upon Escrow Holder's request. To the extent that the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller agree to execute additional instructions, documents and forms provide by Escrow Holder that are reasonably necessary to close Escrow.

10.2 **General Escrow Provisions**. Upon satisfaction of all of the closing conditions, Escrow Holder shall cause the Grant Deed, then the Easement Deed, and then the Easement Agreement to be recorded. Escrow Holder shall deliver the Owner's Title Policy to the Buyer and instruct the Madera County Recorder to mail the Grant Deed and the Easement Deed to Buyer, and the Easement Agreement to Seller, at the addresses set forth in Section 14 after recordation. All funds received in this Escrow shall be deposited in one or more general escrow accounts of the Escrow Holder with any bank doing business in Madera County, California, and may be disbursed to any other general escrow account or accounts. All disbursements shall be according to that party's instructions.

10.3 **Real Property Taxes.** All outstanding general and special real property taxes and assessments shall be paid by Seller prior to the Close of Escrow.

10.4 **Payment of Costs.**

(a) **Cost Allocation**. Buyer shall pay the costs for the Owner's Title Policy, documentary transfer taxes and the escrow costs and be responsible for any recording charges ("**Buyer's Charges**"). All other costs of Escrow not otherwise specifically allocated by this Agreement shall be apportioned between the parties in a manner consistent with the custom and usage of Escrow Holder for commercial real estate transactions in the Madera area.

(b) **Closing Statement**. At least two (2) days prior to the Closing Date, Escrow Holder shall furnish Buyer and Seller with a preliminary escrow closing statement which shall include each party's respective shares of costs. The preliminary closing statement shall be approved in writing by the parties. As soon as reasonably possible following the Close of Escrow, Escrow Holder shall deliver a copy of the final Escrow closing statement to the parties.

10.5 **Termination and Cancellation of Escrow.** If Escrow fails to close as provided above, either party may elect to cancel this Escrow upon written notice to the other party and Escrow Holder. Cancellation of Escrow, as provided herein, shall be without prejudice to whatever legal rights Buyer or Seller may have against each other arising from the Escrow or this Agreement.

10.6 **Information Report**. Escrow Holder shall file and Buyer and Seller agree to cooperate with Escrow Holder and with each other in completing any report ("**Information Report**") and/or other information required to be delivered to the Internal Revenue Service pursuant to Internal Revenue Code Section 6045(e) regarding the real estate sales transaction contemplated by this Agreement, including without limitation, Internal Revenue Service Form 1099-B as such may be hereinafter modified or amended by the Internal Revenue Service, or as may be required pursuant to any regulation now or hereinafter promulgated by the Treasury Department with respect thereto. Buyer and Seller also agree that Buyer and Seller, their respective employees and attorneys, and escrow Holder and its employees, may disclose to the Internal Revenue Service, whether pursuant to such Information Report or otherwise, any information regarding this Agreement or the transactions contemplated herein as such party reasonably deems to be required to be disclosed to the Internal Revenue Service by such party pursuant to Internal

Revenue Code Section 6045(e), and further agree that neither Buyer nor Seller shall seek to hold any such party liable for the disclosure to the Internal Revenue Service of any such information.

10.7 No Withholding as Foreign Seller. Seller represents and warrants to Buyer that Seller is not, and as of the Close of Escrow will not be, a foreign person within the meaning of Internal Revenue Code Section 1445 or an out-of-state seller under California Revenue and Tax Code Section 18805 and that it will deliver to Buyer on or before the Close of Escrow a non-foreign affidavit on Escrow Holder's standard form pursuant to Internal Revenue Code Section 1445(b)(2) and the Regulations promulgated thereunder and a California Form 590-RE.

11. NON-COLLUSION. No official, officer, or employee of the Seller has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of the Seller participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interest found to be "remote" or "non-interest" pursuant to California Government Code Sections 1091 and 1091.5. Seller warrants and represents that (s)he/it has not paid or given, and will not pay or give, to any third party including, but not limited to, any official, officer, or employee of Buyer, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded this Agreement. Seller further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any official, officer, or employee of Buyer, as a result or consequence of obtaining or being awarded any agreement. Seller is aware of and understands that any such act(s), omission(s) or other conduct resulting in the payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Seller's Initials: _____ _____

12. DEFAULT

12.1. DEFAULT OF BUYER; LIQUIDATED DAMAGES. IF BUYER SHOULD DEFAULT UNDER THIS AGREEMENT, THEN BUYER AND SELLER AGREE THAT SELLER WILL INCUR DAMAGES BY REASON OF SUCH DEFAULT BY BUYER OR FAILURE OF ESCROW TO CLOSE ON OR BEFORE THE CLOSING DATE, WHICH DAMAGES SHALL BE IMPRACTICAL AND EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO ASCERTAIN. BUYER AND SELLER, IN A REASONABLE EFFORT TO ASCERTAIN WHAT SELLER'S DAMAGES WOULD BE IN THE EVENT OF SUCH DEFAULT BY BUYER HAVE AGREED BY PLACING THEIR INITIALS BELOW THAT THE DEPOSIT SHALL BE DEEMED TO CONSTITUTE A REASONABLE ESTIMATE OF SELLER'S DAMAGES UNDER THE PROVISIONS OF SECTION 1671 OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. IN THE EVENT OF AND FOR SUCH DEFAULT BY BUYER, THE DEPOSIT SHALL BE SELLER'S SOLE MONETARY REMEDY THEREFOR, UNLESS BUYER WRONGFULLY REFUSES TO CAUSE ESCROW HOLDER TO CANCEL THE ESCROW, IN WHICH INSTANCE SELLER SHALL ALSO BE ENTITLED TO ALL COSTS AND EXPENSES, INCLUDING

ACTUAL ATTORNEYS' FEES INCURRED BY SELLER WHICH MAY RESULT FROM BUYER'S WRONGFUL FAILURE TO CANCEL THE ESCROW AND THIS AGREEMENT. FURTHERMORE, THE FOREGOING LIMITATION OF DAMAGES SHALL NOT APPLY TO ANY INDEMNIFICATION OBLIGATIONS OF BUYER.

_____ _____

Seller's Initials **Buyer's Initials**

12.2. Default by Seller. If all conditions precedent to Seller's obligations to sell the Property have occurred but Seller fails to Close under this Agreement for any reason other than the default by Buyer under this Agreement, Buyer shall have the right to either (i) terminate this Agreement and receive the return of the Deposit; or (ii) bring an action for specific performance.

13. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be served on the parties at the addresses set forth below. Any such notices shall, unless otherwise provided herein, be given or served (i) by depositing the same in the United States mail, postage paid, certified and addressed to the party to be notified, with return receipt requested, (ii) by overnight delivery using a nationally recognized overnight courier, or (iii) by personal delivery. Notice deposited in the mail in the manner hereinabove described shall be effective upon receipt or rejection of such notice. Notice given in any other manner shall be effective only if and when received (or rejected) by the party to be notified between the hours of 8:00 a.m. and 5:00 p.m. California time of any business day with delivery made after such hours to be deemed received the following business day. A party's address may be changed by written notice to the other party; however, no notice of a change of address shall be effective until actual receipt of such notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

To Seller: Jason Sanders
28310 Highway 145
Madera, California 93638

with copy to: Jordan M. Freeman, Esq.
The Freeman Law Group, LLP
8050 North Palm Avenue, Suite 300
Fresno, California 93711

To Buyer: City of Madera
Attention: Arnoldo Rodriguez, City Manager
205 W. Fourth Street
Madera, CA 93637

To Escrow Holder: Chicago Title Company
205 W. 4th Street
Madera, CA 93637
Attn: Assigned Escrow Officer

14. GENERAL PROVISIONS.

14.1 Assignment. Neither party shall have the right to assign this Agreement or any interest or right hereunder or under the Escrow without the prior written consent of the other party. This Agreement shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective heirs, personal representatives, successors and assigns.

14.2 Attorney's Fees. In any action between the parties hereto, seeking enforcement of any of the terms and provisions of this Agreement or the Escrow, or in connection with the Property, the prevailing party in such action shall be entitled, to have and to recover from the other party its reasonable attorneys' fees and other reasonable expenses in connection with such action or proceeding, in addition to its recoverable court costs.

14.3 Interpretation; Governing Law. This Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Titles and captions are for convenience only and shall not constitute a portion of this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates.

14.4 No Waiver. No delay or omission by either party in exercising any right or power accruing upon the compliance or failure of performance by the other party under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either party of a breach of any of the covenants, conditions or agreements hereof to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions hereof.

14.5 Modifications. Any alteration, change, or modification of or to this Agreement shall be made by written instrument or endorsement thereon and in each such instance executed on behalf of each party hereto.

14.6 Severability. If any term, provision, condition or covenant of this Agreement or the application thereof to any party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this instrument, or the application of such term, provisions, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

14.7 Merger. This Agreement and other documents incorporated herein by reference contain the entire understanding between the parties relating to the transaction contemplated hereby and all prior to contemporaneous agreements, understandings, representations and statements (including letters of intent), oral or written, are merged herein and shall be of no further force or effect.

14.8 Execution of Documents. The parties agree to execute such instructions to Title Company and such other instruments and to do such further acts as may be reasonably necessary to carry out the provisions of this Agreement.

14.9 Inducement. The making, execution and delivery of this Agreement by the parties hereto have been induced by no representations, statements, warranties or agreements other than those expressly set forth herein.

14.10 Relationship of Parties. Notwithstanding anything to the contrary contained herein, this Agreement shall not be deemed or construed to make the parties hereto partners or joint venturers, or to render either party liable for any of the debts or obligations of the other, it being the intention of the parties to merely create the relationship of Seller and Buyer with respect to the Property to be conveyed as contemplated hereby.

14.11 No Personal Liability. No member, official, employee, agent or contractor of Seller shall be personally liable to Buyer in the event of any default or breach by Seller or for any amount which may become due to Buyer or on any obligations under the terms of the Agreement.

14.12 Force Majeure. If either party is delayed or prevented from performing any act required in this Agreement by reason of any event beyond the reasonable control of either party, including without limitation, by labor disputes, fire, unusual delay in deliveries, weather or acts of God, terrorism, delay in the issuance of permits or approvals, acts of governmental entities, unavoidable casualties or any other such causes beyond such party's control, then the time herein fixed for completion of such obligation(s) shall be extended by the number of days that such party has been delayed.

14.13 Representation by Counsel. Each party hereto represents and agrees with each other that it has been represented by or had the opportunity to be represented by, independent counsel of its own choosing, and that it has had the full right and opportunity to consult with its respective attorney(s), that to the extent, if any, that it desired, it availed itself of this right and opportunity, that it or its authorized officers (as the case may be) have carefully read and fully understand this Agreement in its entirety and have had it fully explained to them by such party's respective counsel, that each is fully aware of the contents thereof and its meaning, intent and legal effect, and that it or its authorized officer (as the case may be) is competent to execute this Agreement and has executed this Agreement free from coercion, duress or undue influence.

14.14 Execution in Counterparts. This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart.

14.15 Exhibits. Exhibits A - E are attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions as of the Agreement Date.

Note: Sections 11 and 12.1 need to be separately initialed by the parties.

SELLER:

_____
Jason Sanders

Dated:_____, 2021

BUYER:

CITY OF MADERA,
a municipal corporation

By:_____
Santos Garcia, Mayor

Dated:_____, 2021

ATTEST:

_____
Alicia Gonzales, City Clerk

APPROVED AS TO FORM:

_____
Hilda Cantu Montoy, City Attorney

EXHIBIT A TO AGREMENT FOR PURCHASE AND SALE OF REAL PROPERTY

Depiction of the Property


Attachment 1
LOCATION MAP
APPROXIMATE LOCATIONS SHOWN
035-080-026 SANDERS PROP.
BASIN AREA
STORM PIPE/ACCESS EASEMENT
ACCESS EASEMENT

EXHIBIT B TO AGREMENT FOR PURCHASE AND SALE OF REAL PROPERTY

Grant Deed

RECORDING REQUESTED BY:
City of Madera
AFTER RECORDING RETURN TO:
City of Madera
City Clerk
205 W. 4th Street
Madera, CA 93637

Fee waived per Section 27383 of the Government Code — No Fee Due _____
APN: 035-080-026 — No Doc Tax Due _____

GRANT DEED

FOR A VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED**, JASON SANDERS, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY,** DOES HEREBY GRANT TO **THE CITY OF MADERA**, A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA

The real property for storm drain basin and any and all other municipal purposes over, under, through and across, on and in the following described real property in the City of Madera, County of Madera, State of California, being more particularly described in the **LEGAL DESCRIPTION,** EXHIBIT "A", attached hereto and made a part hereof:

Date: _____

By: _____
Jason Sanders

NOTARY ACKNOWLEDGMENT REQUIRED

EXHIBIT A TO GRANT DEED

LEGAL DESCRIPTION

Storm Drain Basin

A portion of the property conveyed to Jonathan Homes, Inc. a California Corporation by deed recorded May 13, 2005 as Document 2005021781, Madera County Records, and being a portion of Lot 5 of the Map of Lankershim Colony and Addition to the Town of Madera, filed in Volume 4 of Maps, at page 31, Madera County Records, lying in Section 17, Township 11 South, Range 18 East, Mount Diablo Base and Meridian, situated in the City of Madera, County of Madera, State of California, more particularly described as follows:

Commencing at the northwest corner of said Lot 5, said point also being the northeast corner of the property conveyed to Madera Sienna, LLC by deed recorded March 10, 2006 as Document Number 2006010936, Madera County Records; thence South 00°32'21" East along the west line of said Lot 5, a distance of 25.81 feet to the southerly Right-of-Way line of East Yosemite Avenue (State Highway 145); thence North 54°59'10" East along said southerly line, a distance of 574.75 feet to the Point of Beginning; thence South 00°23'04" West, a distance of 146.65 feet; thence South 89°36'56" East, a distance of 440.17 feet to the easterly line of said Jonathan Homes property; thence North 16°11'34" West, a distance of 212.48 feet; thence North 54°32'05" West, a distance of 183.96 feet to said southerly line of Yosemite Avenue; thence South 54°59'10" West along said southerly line, a distance of 280.94 feet to the point of beginning.

Containing 2.23 acres, more or less.

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF MADERA)

On _____, 20__ before me, _____, a notary public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Notary Public

SEAL:

EXHIBIT C TO AGREMENT FOR PURCHASE AND SALE OF REAL PROPERTY

EASEMENT DEED

RECORDING REQUESTED BY:
City of Madera
AFTER RECORDING RETURN TO:
City of Madera
City Clerk
205 W. 4th Street
Madera, CA 93637

Fee waived per Section 27383 of the Government Code — No Fee Due _____
APN: 035-080-026 — No Doc Tax Due _____

EASEMENT DEED

FOR A VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED**, JASON SANDERS, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY,** DOES HEREBY GRANT TO **THE CITY OF MADERA**, A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA

An easement for public utility, access and any and all other municipal purposes over, under, through and across, on and in the following described real property in the City of Madera, County of Madera, State of California, being more particularly described in the **LEGAL DESCRIPTION,** EXHIBIT "A", attached hereto and made a part hereof:

Date: _____

By: _____
Jason Sanders

NOTARY ACKNOWLEDGMENT REQUIRED

EXHIBIT A TO EASEMENT DEED

LEGAL DESCRIPTION

12' Wide Access Easement

A portion of the property conveyed to Jonathan Homes, Inc. a California Corporation by deed recorded May 13, 2005 as Document 2005021781, Madera County Records, and being a portion of Lot 5 of the Map of Lankershim Colony and Addition to the Town of Madera, filed in Volume 4 of Maps, at page 31, Madera County Records, lying in Section 17, Township 11 South, Range 18 East, Mount Diablo Base and Meridian, situated in the City of Madera, County of Madera, State of California, more particularly described as follows:

A strip of land 12.00 feet wide, the centerline of which is described as follows:

Commencing at the northwest corner of said Lot 5, said point also being the northeast corner of the property conveyed to Madera Sienna, LLC by deed recorded March 10, 2006 as Document Number 2006010936, Madera County Records; thence South 00°32'21" East along the west line of said Lot 5, a distance of 25.81 feet to the southerly Right-of-Way line of East Yosemite Avenue (State Highway 145); thence North 54°59'10" East along said southerly line, a distance of 29.11 feet to a line that lies 24.00 feet east of and parallel with the said west line of Lot 5, and the Point of Beginning; thence South 00°32'21" East along said parallel line, a distance of 239.63 feet; thence South 32°26'56" East, a distance of 27.47 feet to the termination point of this description. The sidelines of said easement terminate at the right angles to said centerline.

12' Wide Storm Drain Public Utility & Access Easement

A portion of the property conveyed to Jonathan Homes, Inc. a California Corporation by deed recorded May 13, 2005 as Document 2005021781, Madera County Records, and being a portion of Lot 5 of the Map of Lankershim Colony and Addition to the Town of Madera, filed in Volume 4 of Maps, at page 31, Madera County Records, lying in Section 17, Township 11 South, Range 18 East, Mount Diablo Base and Meridian, situated in the City of Madera, County of Madera, State of California, more particularly described as follows:

A strip of land 12.00 feet wide, the centerline of which is described as follows:

Commencing at the northwest corner of said Lot 5, said point also being the northeast corner of the property conveyed to Madera Sienna, LLC by deed recorded March 10, 2006 as Document Number 2006010936, Madera County Records; thence South 00°32'21" East along the west line of said Lot 5, a distance of 294.57 feet to the Point of Beginning; thence North 89°27'39" East, a distance of 10.00 feet; thence North 51°27'18" East, a distance of 36.20 feet; thence North 81°35'27" East, a distance of 229.60 feet; thence South 89°36'56" East, a distance of 396.19 feet; thence North 00°23'04" East, a distance of 397.00 feet to the termination point of this description. The sidelines of said easement to terminate at right angles to said centerline.

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF MADERA)

On _____, 20__ before me, _____, a notary public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Notary Public

SEAL:

EXHIBIT D TO AGREMENT FOR PURCHASE AND SALE OF REAL PROPERTY

JUNE 5, 2018 LETTER

June 5, 2018

Jason Sanders
28310 Highway 145
Madera, CA

Subject: Sienna Estates Basin Acquisition

Dear Mr. Sanders:

With reference to the above project, we regret that the City was unable to secure a mutually acceptable agreement regarding the acquisition of a portion of land from your property:

APN: 035-080-026
28310 Highway 145, Madera CA
Property Owner: Jason Sanders

Please be advised that the City will be instituting formal condemnation proceeding if a voluntary agreement cannot be secured by June 20th, 2018. The City Council meeting on that date will commence the condemnation process by setting the date of July 18th, 2018 for a hearing as required by law to adopt a Resolution of Public Necessity to acquire certain interests in real property by Eminent Domain. The acquisition from your parcel would be included in that proposed action by the City Council. It remains the City's intent to reach a negotiated settlement with you even while the Eminent Domain process goes forward.

If you have any questions regarding this process, please call Mr. Jose Sandoval of our staff at (559) 661-5428, or email at: jsandoval@cityofmadera.com

Sincerely,

Keith B. Helmuth, P.E.
City Engineer

Engineering
205 W. Fourth Street • Madera, CA 93637 • TEL (559) 661-5418 • FAX (559) 675-6605
www.cityofmadera.ca.gov

EXHIBIT E TO AGREMENT FOR PURCHASE AND SALE OF REAL PROPERTY

Easement Agreement

Recording Requested By
and When Recorded Mail to:

Jordan M. Freeman, Esq.
THE FREEMAN LAW GROUP, LLP
8050 North Palm Avenue, Suite 300
Fresno, California 93711

SPACE ABOVE THIS LINE FOR RECORDER'S USE

EASEMENT AGREEMENT
(Temporary Basin)

This Agreement (this "**Agreement**") is entered into, effective _____, 2021, by and between CITY OF MADERA, a municipal corporation ("**Grantor**"), on the one hand, and Jason Sanders ("**Grantee**"), on the other. Grantee and Grantor are sometimes collectively referred to herein as the "**Parties**" or "**Party**."

RECITALS

A. Grantee is the owner of that certain real property located in the County of Madera, California, commonly known as 28310 Highway 145, Madera, CA 93638-1918, APN 035-080-026, more particularly described in **Exhibit A**, attached hereto and by this reference made a part hereof (the "**Grantee Property**").

B. Grantor is the owner of that certain real property located in the County of Madera, California, described in **Exhibit B**, attached hereto and by this reference made a part hereof ("Temporary **Basin**").

C. The Grantee Property and the Temporary Basin share a common boundary line, specifically, the westerly boundary of the Basin and the easterly boundary of Grantor Property.

D. In lieu of construction of permanent storm drainage facilities, the Temporary Basin (a ponding basin and conveyance system) was constructed by original developer of Sienna Estates on Grantor Property intended only for use by Sienna Estates until the City's Master Plan Facilities intended for land on which Sienna Estates was developed is constructed at another location.

E. Without detailed evaluation, it is not known if the operational characteristics and assumptions used in construction of the Temporary Basin would allow for any other use than Sienna Estates' use without placing an undue risk of ponding within the Sienna Estates subdivision.

F. As part of 2014 Storm Drainage System Master Plan, the Temporary Basin along with dozens of other possible locations was incorporated as a possible future Master Plan basin location for other development projects following the time in which the Temporary Basin is needed for Sienna Estates.

AGREEMENT

NOW, THEREFORE, for a valuable consideration including the foregoing recitals, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Storm Water Drainage Easement. Grantor establishes for the benefit of the Grantee Property a non-exclusive easement to drain storm water from the Grantee Property into the Temporary Basin via the existing pipelines located on the Grantee Property and to retain said storm water in the Temporary Basin.

2. Nature of the Easement. The easement granted herein is permanent and perpetual easements appurtenant to the Properties subject to the condition set forth below. The benefits and burdens of this Agreement will run with the land in accordance with California Civil Code sections 1460–1471. Each covenant of the Parties to do or refrain from doing some act stated in this Agreement is expressly for the benefit of the Properties, runs with the Properties and will benefit or be binding upon each successive owner, during his, her, or its ownership, of any portion of the Properties affected by this Agreement and on each person having any interest therein derived through any owner thereof. Grantee understands and agrees with the provisions of Section 5 of this Agreement and further understands and agrees that the change in use or the development of Grantee Property by Grantee or other owners (current or future) of Grantee Property is subject to the following conditions:

a. Nothing herein limits the Grantor from abandoning the use of the Temporary Basin when permanent City Facilities become available for drainage and conveyance and requiring connection to City Facilities.

b. It is recognized that prior to use of Temporary Basin for other development, including development or change in use of property by Grantee or other owners of Grantee Property, Sienna Estate's use of ponding basin must be ceased and/or future developments must evaluate the existing temporary basin and conveyance system from Sienna Estates to document the ability of Temporary Basin to accommodate Sienna Estates in combination with other development. In that regard, if insufficient capacity exists at that time, it will be Grantee's responsibility to provide for other drainage alternatives or connection to City Facilities at City's discretion.

c. Grantee understands and agrees that Grantor may condition any development of Grantee Property in the same manner that it would condition any development; and therefore, any approved connection to Temporary Basin would be required to connect to future City Facilities. In that event, Grantee shall pay the standard impact fees or reimbursement fees for such connection.

d. Grantee understands and agrees that use of Temporary Basin will be on a first come first serve basis subject to the same conditions stated above.

3. Recording. This Agreement will be recorded in the Official Records of the County of Madera, State of California.

4. No Dedication. Nothing contained herein shall be deemed to be a gift or dedication of any portion of the Pipeline Easement Area or the Properties to the general public, or for the general public, or

for any public purposes whatsoever, it being the intention of the Parties hereto that this Agreement shall be strictly limited to and for the private purposes herein expressed.

5. No Pre-Approval. Nothing contained herein shall be deemed to be an approval or pre-approval of any development or proposed change in the current use of the Grantee Property by Grantee. Any development or proposed change in the current use of the Grantee Property shall be subject to City's standard requirements for development.

6. Taxes. The owner of each Parcel shall pay before delinquency any property taxes and assessments which may be levied upon or assessed against their respective Parcels and the easements.

7. Inurement. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assignees of the Parties.

8. Attorneys' Fees. If any Party hereto brings an action at law or in equity to enforce, interpret, or redress a breach of this Agreement, the prevailing Party shall be entitled to its litigation expenses and reasonable attorneys' fees incurred in addition to all other relief as may be allowed by law or in equity.

9. Entire Agreement. This Agreement and its attachments constitute the entire agreement and understanding between the Parties. There are no oral understandings, terms, or conditions, and neither Party has relied upon any representation, express or implied, not contained in this Agreement. All prior understandings, terms, or conditions are deemed merged into this Agreement.

10. Interpretation. This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any Party. By way of example and not in limitation, this Agreement shall not be construed in favor of the Party receiving a benefit nor against the Party drafting or otherwise responsible for any particular language in this Agreement. Captions are used for reference purposes only and should be ignored in the interpretation of this Agreement.

11. Use of Pronouns. The use of the neuter singular pronoun to refer to the Parties shall be deemed a proper reference even though Parties may be an individual, a partnership, a corporation, or a group of two or more individuals or corporations. The necessary grammatical changes required to make the provisions of this Agreement apply in the plural sense where there is more than one with respect to either corporations, associations, partnerships, or individuals, males or females, shall in all instances be assumed as though in each case fully expressed.

12. Severability. The unenforceability, invalidity, or illegality of any provision shall not render the other provisions unenforceable, invalid, or illegal.

13. Waiver. No consent or waiver, express or implied, by either Party to this Agreement of any breach or default by the other in the performance of any obligation hereunder shall be deemed or construed to be a consent to or waiver of any other breach or default by such Party hereunder. Failure on the part of any Party hereto to complain of any act or failure to act of the other Party or to declare the other Party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such Party hereunder.

14. Compliance with Law; Permits. The Parties hereto shall comply with all laws and obtain and maintain all required permits in connection with the use of the easements.

15. No Merger. The easements herein created and the covenants herein described shall not be extinguished by merger of any or all of the ownership of more than one Parcel.

16. Negation of Partnership. None of the terms or provisions of this Agreement shall be deemed to create a partnership between the separate owners of the two parcels in their respective businesses or otherwise, or to affect in any way any partnership which may exist between the Parties hereto, if any, nor shall it cause them to be considered joint venturers or members of any joint enterprise.

17. No Third Party Beneficiaries. Unless expressly provided herein, this Agreement is not intended, nor shall it be construed, to create any third-party beneficiary rights in any party which or who is not a party hereto.

18. Amendment. This Agreement may be amended or released only pursuant to an instrument in writing duly executed and acknowledged by all of the Parties hereto and recorded in the Madera County Recorder's Office.

19. Counterparts. This Agreement may be executed in counterparts, all of which shall constitute but one and the same contract.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date first set forth above.

"**GRANTOR**"

THE CITY OF MADERA, a municipal corporation

By:_____
Santos Garcia, Mayor

APPROVED AS TO FORM:

By:_____
Hilda Cantu Montoy, City Attorney

ATTEST:

By:_____
Alicia Gonzales, City Clerk

"GRANTEE"

JASON SANDERS

_____
Jason Sanders

(notary acknowledgment required)

EXHIBIT A TO EASEMENT AGREEMENT

Legal Description of the Grantee Property

The land referred to herein below is situated in the unincorporated area in County of Madera, State of California and is described as follows:

Parcel 1:

All that portion of Lot 5 lying West of Canal of Madera Canal and Irrigation Company, in Section 17, Township 11 South, Range 18 East, Mount Diablo Base and Meridian, of Lankershim Colony, according to Map entitled, "Map of Lankershim Colony and Addition to the Town of Madera & c.", filed and recorded in the Office of the County Recorder of the County of Fresno, State of California, February 5, 1889 in Volume 4 of Maps, at Page 31, bounded and described as follows:

Commencing at the Northwest corner of Lot 11 in said Section 17, thence North 0° 5' East 357 feet; thence North 54° 20' East 1152 feet; thence South 12° 47' West 350 feet; thence South 16° 37' East 400 feet; thence South 2°; 18' West 298 feet; thence West 960 feet to the point of commencement.

Excepting therefrom that portion deeded to the State of California in Deed recorded March 10, 1947 in Book 400 Official Records at Page 303 Madera County Records.

Also excepting therefrom that portion deeded to the State of California in Deed recorded March 10, 1947 in Book 400 Official Records at Page 306 Madera County Records.

And also excepting therefrom that portion deeded to Robert J. Brunolli and Marie L. Brunolli in Deed recorded October 11, 1961 in Book 809 Official Records at Page 324 Madera County Records, described as follows:

From the North quarter corner of Section 17, Township 11 South, Range 18 East, Mount Diablo Base and Meridian, go South 0° 02' 30" West 56.41 feet; thence South 55° 05' 30" West 1278.70 feet to the point of beginning; thence South 0° 02' 30" West 177.15 feet; thence South 55° 05' 30" West 300.00 feet; thence North 0° 02' 30" East 177.15 feet; thence Northeasterly along the line of Yosemite Avenue North 55° 05 30" East 300.00 feet to the point of beginning.

Parcel 2:

That portion of Lot 11 in Section 17, Township 11 South, Range 18 East, Mount Diablo Base and Meridian, of Lankershim Colony, according to the map entitled: "Map of Lankershim Colony and Addition to the Town of Madera & c" filed for record in the office of the County Recorder of Fresno County, Calif. on February 5, 1889 in Volume 4 of Maps at Page 31, described as follows:

Beginning at the Northwest corner of said Lot 11; thence running South and parallel with the West line of said Lot 11, a distance of 100 feet; thence East and parallel with the North line of said Lot 11, a distance of 198.12 feet; thence North and parallel with said West line, 100 feet to a point on the North line of said Lot 11, thence West and along said North line 198.12 feet to the point of beginning.

APN: 035-080-026

EXHIBIT B TO EASEMENT AGREEMENT

Legal Description of the Basin

A portion of the property conveyed to Jason Sanders, a married man as his sole and separate property by deed recorded July 11, 2017 as Document 2017017085, Madera County Records, and being a portion of Lot 5 of the Map of Lankershim Colony and Addition to the Town of Madera, filed in Volume 4 of Maps, at Page 31, Madera County Records, lying in Section 17, Township 11 South, Range 18 East, Mount Diablo Base and Meridian, situate in the City of Madera, County of Madera, State of California, more particularly described as follows:

Commencing at the northwest corner of said Lot 5, said point also being the northeast corner of the property conveyed to TARLTON PROPERTIES, LLC by deed recorded _____, 20___ as Document Number 20_____, Madera County Records; thence South 00° 32' 21" East along the west line of said Lot 5, a distance of 25.81 feet to the southerly Right-of-Way line of East Yosemite Avenue (State Highway 145); thence North 54° 59' 10" East along said southerly line, a distance of 574.75 feet to the Point of Beginning; thence South 00° 23' 04" West, a distance of 146.65 feet; thence South 89° 36' 56" East, a distance of 440.17 feet to the easterly line of said Lot 5; thence North 16° 11' 34" West, a distance of 212.48 feet; thence North 54° 32' 05" West, a distance of 183.96 feet to said southerly line of Yosemite Avenue; thence South 54° 59' 10" West along said southerly line, a distance of 280.94 feet to the point of beginning.

Containing 2.23 acres, more or less.

EXHIBIT C TO EASEMENT AGREEMENT

Legal Description of the Pipeline Easement Area

Easement No. 1 -12' Wide Access Easement:

A portion of the property conveyed to Jason Sanders, a married man as his sole and separate property by deed recorded July 11, 2017 as Document 2017017085, Madera County Records, and being a portion of Lot 5 of the Map of Lankershim Colony and Addition to the Town of Madera, filed in Volume 4 of Maps, at Page 31, Madera County Records, lying in Section 17, Township 11 South, Range 18 East, Mount Diablo Base and Meridian, situate in the City of Madera, County of Madera, State of California, more particularly described as follows:

A strip of land 12.00 feet wide, the centerline of which is described as follows:

Commencing at the northwest corner of said Lot 5, said point also being the northeast corner of the property conveyed to TARLTON PROPERTIES, LLC by deed recorded _____, 20___ as Document Number 20_____, Madera County Records; thence South 00° 32' 21" East along the west line of said Lot 5, a distance of 25.81 feet to the southerly Right-of-Way line of East Yosemite Avenue (State Highway 145); thence North 54° 59' 1O" East along said southerly line, a distance of 29.11 feet to a line that lies 24.00 feet east of and parallel with the said west line of Lot 5, and the Point of Beginning; thence South 00° 32' 21" East along said parallel line, a distance of 239.63 feet; thence South 32° 26' 56" East, a distance of 27.47 feet to the termination point of this description. The sidelines of said easement to terminate at right angles to said centerline.

Easement No. 2-12' Wide Storm Drain & Access Easement:

A portion of the property conveyed to Jason Sanders, a married man as his sole and separate property by deed recorded July 11, 2017 as Document 2017017085, Madera County Records, and being a portion of Lot 5 of the Map of Lankershim Colony and Addition to the Town of Madera, filed in Volume 4 of Maps, at Page 31, Madera County Records, lying in Section 17, Township 11 South, Range 18 East, Mount Diablo Base and Meridian, situate in the City of Madera, County of Madera, State of California, more particularly described as follows:

A strip of land 12.00 feet wide, the centerline of which is described as follows:

Commencing at the northwest corner of said Lot 5, said point also being the northeast corner of the property conveyed to TARLTON PROPERTIES, LLC by deed recorded _____, 20___ as Document Number 20_____, Madera County Records; thence South 00° 32' 21" East along the west line of said Lot 5, a distance of 294.57 feet to the Point of Beginning; thence North 89° 27' 39" East, a distance of 10.00 feet; thence North 51° 27' 18" East, a distance of 36.20 feet; thence North 81° 35' 27" East, a distance of 229.60 feet; thence South 89° 36' 56" East, a distance of 396.19 feet;·thence North 00° 23' 04" East, a distance of 397.00 feet to the termination point of this description. The sidelines of said easement to terminate at right angles to said centerline.

EXHIBIT B TO RESOLUTION
Amendments to the City of Madera FY 2021/22 Budget

Amendments to the City of Madera Fiscal Year 2021/22 Budget

Fund	Org	Object	Description	Increase Amount	Decrease Amount
4104	4104	1120	Due From Other Funds	$32,000	
4104	4104	1005	Pooled Cash		$32,000
4108	4108	2520	Due to Other Funds	$32,000	
4108	4108	1005	Pooled Cash	$32,000	
4108	4108	1005	Pooled Cash		$377,000
4108	41080000	7050	Expenditures	$377,000	

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Matt Watson, Fire Chief

Arnoldo Rodriguez, City Manager

Council Meeting of: October 20, 2021

Agenda Number: D-4

SUBJECT:

Acquisition of Antique Fire Engines

RECOMMENDATION:

Adopt the Resolution Approving the Purchase of Two Antique Fire Engines from the Madera Historical Society for $1.00 apiece

SUMMARY:

The City was recently made aware of the potential to re-acquire the 2nd and 3rd City Fire Engines from the Madera Historical Society (MHS) for $1.00 each. It is expected that the vehicles will be used in parades and community events, illuminating the history of firefighting in the City. While hard use took their toll on the engines, both have been restored and will be preserved for future generations to enjoy. The two engines represent the oldest existing Fire Engines in the City's arsenal. If approved, the City will take ownership on January 1, 2022.

DISCUSSION:

On April 12, 2021, Councilwoman Gallegos and Battalion Chief Garcia met with the MHS during their monthly meeting to request that the City purchase the two antique fire engines after being informed that the MHS was considering various options due to space limitations.

The MHS originally acquired the engines from the City in the early 2000s. Fortunately, the MHS restored both fire engines and they are currently operable and in showcase condition. The Fire Engines represent the 2nd and 3rd City fire engines. Engine 2 is a 1923 American La France Model 12 while Engine 3 is a 1934 Mack model 75. Engine 1 was scrapped for metal during World War II, thus Engines 2 and 3 represent the City's oldest fire engines. While firefighting has greatly advanced, the engines represent the latest technology at the time and add civic pride. Moreover, preserving the fire engines honors the tradition and rich history of the City's Fire Department.

On June 15, 2021, Chief Garcia was informed that the MHS was open to parting with the trucks subject to the following conditions:

- Should the City be unable to maintain and house the fire engines, the MHS shall have the first right of refusal to purchase the fire engines for $1.00 each.
- The MHS would like to utilize the fire apparatus during annual parades such as the Old Timer's Day Parade.

Staff has no concerns regarding either request from the MHS.

Storage of Equipment

Considering their age and condition, it is imperative that both engines be stored indoors to protect them from inclement weather. It is anticipated that the engines will be stored in the apparatus bays at Station 56 (N. Lake St.) and Station 57 (S. Schnoor Ave.). The City will maintain both engines to parade condition.

FINANCIAL IMPACT:

The financial impact will be the cost of $2.00, which includes purchasing both fire engines for $1.00 each. Future maintenance costs are difficult to quantify but are expected to be nominal considering that they their use and purpose will be minimal. In addition, the City will purchase insurance for both engines.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The purchase will be consistent with the Vision of the Madera 2025 Plan.

ATTACHMENTS:

1. Resolution
2. Photo of Engine 2
3. Photo of Engine 3

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING THE PURCHASE OF TWO ANTIQUE FIRE ENGINES FROM THE MADERA HISTORICAL SOCIETY

WHEREAS, the City of Madera donated two antique fire trucks to the Madera Historical Society in the early 2000's; and

WHEREAS, the City of Madera and the Madera Historical Society has restored said fire engines and has offered to sell them to the City of Madera Fire Department for $1.00 each; and

WHEREAS, the purchase will take place on January 1, 2022; and

WHEREAS, the City of Madera gives the Madera Historical Society the first right of refusal and purchase for $1.00 each if the City is unable to maintain and house the fire engines; and

WHEREAS, the City of Madera gives the Madera Historical Society permission to utilize the fire apparatus during parades such as the Old Timers Day parade; and

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

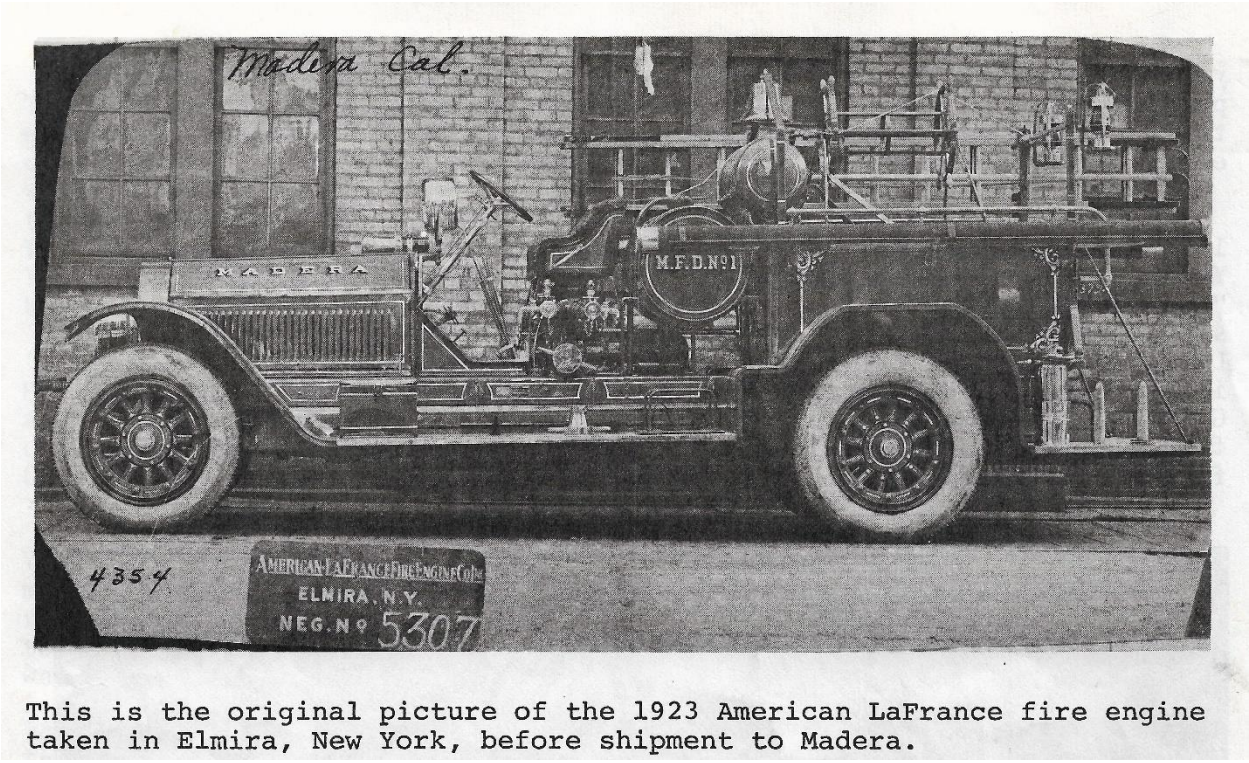
1. The above recitals are true and correct and incorporated herein by reference

2. The City approves the purchase of two antique fire trucks in the amount of $1.00 each

3. This resolution is effective upon its adoption.

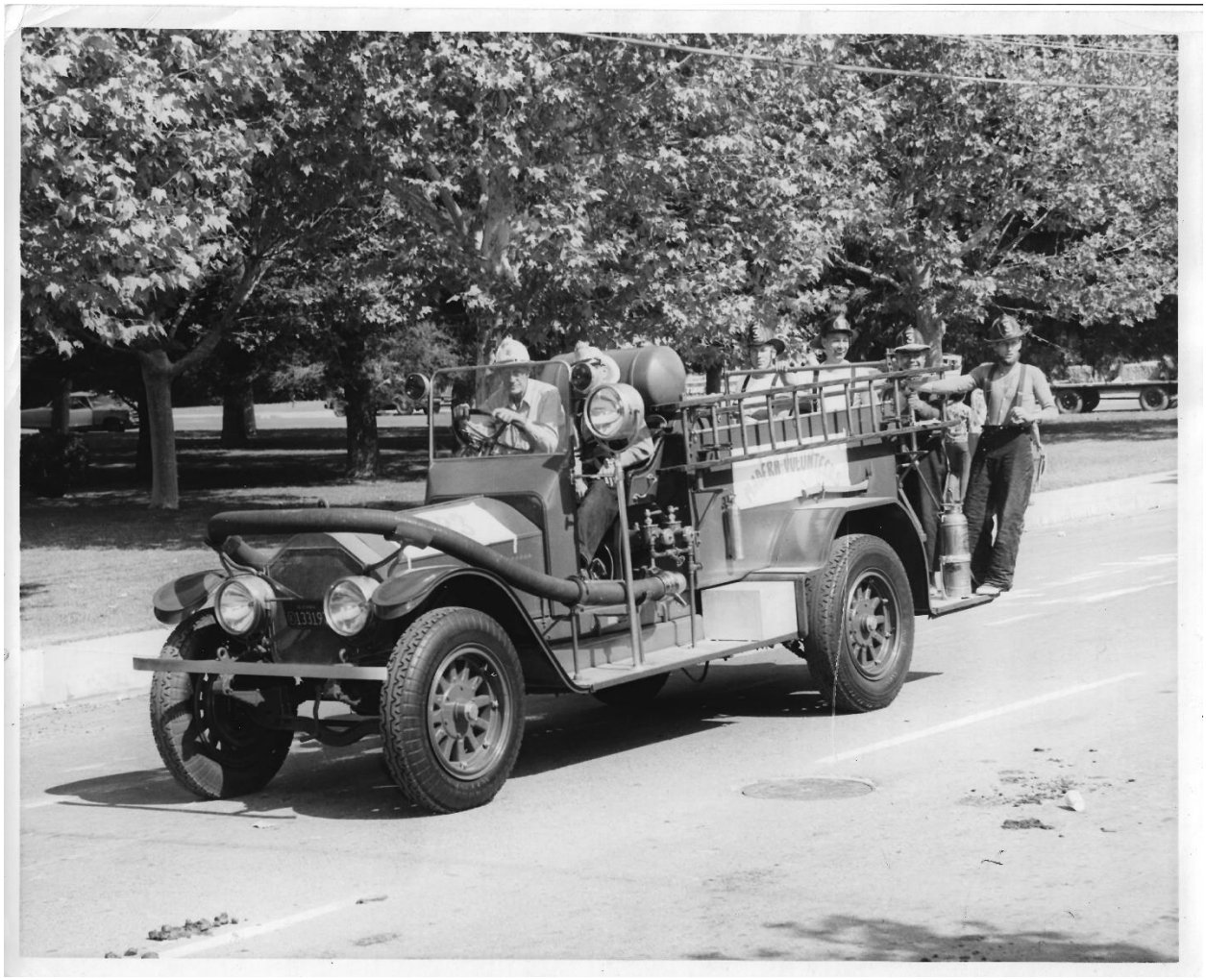
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Attachment 3
Photo of Engine 2



This is the original picture of the 1923 American LaFrance fire engine taken in Elmira, New York, before shipment to Madera.

Attachment 3
Photo of Engine 3



RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Gary Conte, Planning Manager

Arnoldo Rodriguez, City Manager

Council Meeting of: October 20, 2021

Agenda Number: D-5

SUBJECT:

Amend the adopted budget to fund a contract Senior Planner through the remainder of the 2021/22 Fiscal Year

RECOMMENDATION:

Adopt a Resolution Approving an Amendment to the General Fund Budget in the Amount of $96,000 to retain a contract Senior Planner for the remainder of the 2021/22 Fiscal Year

DISCUSSION:

The City continues to receive an unprecedented number of land use entitlement applications impacting the Planning Department's ability to process applications in a timely matter based on its current staffing resources. While the Planning Department continues to whittle down the backlog of entitlement applications, the Department receives multiple new applications on a weekly basis applications in addition to the Department's responsibility to review building plot plans and construction plan reviews, and environmental reviews for other City Departments hampering the Department's ability to complete project entitlements in a more timely manner.

To aid in reducing the backlog of entitlement applications, the Planning Department is requesting the assistance of contract Senior Planner for the remaining eight months of the 2021/22 Fiscal Year. The City contracts with ACRO Service Corporation to provide temporary staffing services for various Departments within the City. The estimated expense for a contract Senior Planner, at a rate of is $75/ hour, over an eight-month period is $96,000.

FINANCIAL IMPACT:

The cost to retain a contract Senior Planner for the remainder of the 2021/22 Fiscal Year will result in a fiscal impact to the City's General Fund. However, a portion of the cost to retain a contracted temporary Senior Planner will be captured by fees paid by applicants of land use and development entitlements. While the need for a second contracted Senior Planner position was not contemplated during the preparation of the Fiscal Year 2021/22 Budget, unassigned funds from the City's General Fund are available to Council appropriation. It should be noted the cost is generally higher when hiring a consultant

to process entitlement applications and perform environmental reviews compared to in-house project application and environmental reviews. When Planning has available staff to adequately provide timely entitlement and environmental reviews in-house, there will be substantial savings.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The recommended retention of a contract Senior Planner for the remainder of the 2021/22 Fiscal Year is integral to the review and approval process for development projects. As such, approval of the contract Senior Planner position is consistent with the City's vision statements for "a well-planned city" and "good jobs and economic opportunity."

ALTERNATIVES:

As an alternative to staff's recommendation, the Council may:

1. Deny staff's request to retain a contract Senior Planner for the remainder of the 2021/22 Fiscal Year.
2. Authorize a lesser budget increase to fund a contract Senior Planner for the remainder of the 2021/22 Fiscal Year.

ATTACHMENTS:

1. Resolution

Attachment 1

Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING FUNDING FOR A CONTRACT SENIOR PLANNER THROUGH THE REMAINDER OF THE 2021/22 FISCAL YEAR, AND APPROVING AMENDMENT TO THE CITY OF MADERA GENERAL FUND BUDGET FOR A BUDGET LINE ITEM INCREASE OF $96,000

WHEREAS, the City contracts with ARCO Service Corporation to provide temporary staffing needs; and

WHEREAS, it has been determined that additional planning and environmental services assistance is warranted; and

WHEREAS, the City is in need of Senior Planner on a temporary basis for the remainder of the 2021/22 fiscal year to provide professional planning and environmental services as warranted to process applications in a timely matter; and

WHEREAS, City Planning Department is requesting a budget line item increase of $96,000 to fund a contracted temporary Senior Planner position for the remainder of the 2021/22 fiscal year; and

WHEREAS, funds for $96,000 to fund a contracted temporary Senior Planner position are available in the City General Fund; and

WHEREAS, an amendment to the City General Fund is necessary to fund for a contracted temporary Senior Planner.

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

1. The recitals listed above are true and correct.

2. The City Council approves funding for a Contract Senior Planner for the remainder of the 2021/22 Fiscal Year through ACRO Service Corporation.

3. The City Council approves an amendment to the City of Madera General Fund Budget for a Budget Line Item Increase of $96,000.

4. The Interim City Finance Director is authorized to transfer $96,000 from the City General Fund into the Planning Department "Contract Services" Account (Account 102041066440) to be used for Contract Planning Services.

5. The Resolution is effective immediately upon adoption.

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RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Arnoldo Rodriguez, City Manager

Council Meeting of: October 20, 2021

Agenda Number: E-1

SUBJECT:

Consideration of a minute order dissolving the City's Cannabis Ad Hoc Committee

RECOMMENDATION:

Staff recommends that the City Council consider the information included in this report and provide direction in regard to the Cannabis Ad Hoc Committee

SUMMARY:

At the October 6, 2021 meeting, Council provided direction to staff to place an item to potentially dissolve the Cannabis Ad Hoc Committee.

For background, Ad hoc committees may be formed in City government for a particular issue. Today, the City has two Ad Hoc Committees, one for cannabis and another for the golf course. Generally, an Ad hoc may choose to appoint three or fewer Councilmembers (depending upon the size and quorum of the Council) to evaluate and report on a particular issue or subject relevant to the Council. Once that committee has completed its work, the committee is then disbanded.

Ad hoc committees are treated differently under the Brown Act when compared to a Council meeting. Said committees are not subject to the notice and posting requirements of the Brown Act so long as the committee:

- Is comprised solely of members of the governing body, i.e., the committee may not contain individuals other than the members of the governing body
- Consists of less than the number of Council members who, if present at a meeting, would be able to make a decision;
- Has a defined purpose; and
- Is advisory, i.e., the committee has not been delegated any decision-making power and will be returning to the full Council on its recommendation.

Today, the Cannabis Ad Hoc is comprised of two members and has functioned for a couple of years with the intent to investigate the potential of permitting cannabis and to present such findings to Council for consideration.

DISCUSSION:

On July 5, 2018, the Council established an Ad Hoc Committee to investigate the potential of permitting cannabis related industry and/or industries in the City.

On July 15, 2020 the Council passed a resolution submitting to the city voters a ballot measure, known as Measure R, to establish a business tax on businesses which sell, distribute, manufacture, and cultivate cannabis including industrial hemp and hemp products. Measure R was placed on the ballot for the November 3, 2020 election.

In the years since the Ad Hoc Committee was established, Council has directed staff to draft ordinances allowing cannabis businesses to operate within the City's jurisdiction.

On June 16, 2021, Council amended the Zoning Ordinance to allow for cannabis related activities in the City. In addition, Council adopted the proposed regulatory ordinance, presented to Council on three previous meetings related to cannabis products.

FINANCIAL IMPACT:

No fiscal impact will result from the maintenance or dissolvement of an ad hoc committee as committee members do not receive additional benefits.

FOR COUNCIL CONSIDERATION:

Potential direction Council may provide includes:

1. Do not dissolve the Committee, leaving the Committee to operate as usual with two members.
2. Direct that the Ad Hoc committee remain but alter its membership.

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:
Arnoldo Rodriguez
Arnoldo Rodriguez, City Manager

Council Meeting of: October 20, 2021
Agenda Number: E-2

SUBJECT:

Direction regarding Civil Service Commission membership and appointment

RECOMMENDATION:

Request for direction regarding the City of Madera Municipal Code as it relates to appointments to the Civil Service Commission

SUMMARY:

The City of Madera Municipal Code provides that the Civil Service Commission (Commission) is comprised of five (5) members appointed at-large by the City Council as a whole. In preparing to fill current vacancies on the Commission, legal counsel has brought to staff's attention that the Municipal Code is inconsistent with the California Government Code. The Government Code provides that when a general law City has an elected Mayor, appointments to boards, commissions, and committees are to be made by the elected Mayor, subject to the approval of the full City Council. Statutes and Joint Powers Agreements expressly providing otherwise are exceptions to the general rule. The City's Municipal Code must be updated to resolve this inconsistency. Before proceeding to make the ordinance update, staff is seeking direction from Council on the number of members to the Commission. The question at hand is whether Council desires to maintain the current five (5) member at-large model or desires to modify the number of Commissioners.

DISCUSSION:

The Civil Service Commission (Commission) of the City of Madera is established in Chapter 2 of the City's Municipal Code. The Commission reviews recruitments and certifies the list of eligible candidates for full time employment with the City. The Commission also is the hearing body for appeals related to employment practices, including employee discipline, application of the City's Personnel Rules, and hiring practices. Pursuant to Municipal Code Section 2-2.303, the Commission is a five (5) member body appointed by the City Council as a whole by resolution. Per the Municipal Code, the resolution of appointment must be approved by at least four (4)

members of the Council. Depending on attendance at any particular meeting, this specific standard of four (4) votes may require a majority vote or a super-majority vote.

In reviewing the Commission requirements with current legal counsel in anticipation of filling existing vacancies, it was brought to staff's attention that the City's Code is inconsistent with the California Government Code, specifically section 40605, which provides as follows:

> In general law cities where the office of mayor is an elective office pursuant to Article 5 (commencing with Section 34900) of Chapter 7 of Part 1 of Division 2 of Title 4, the mayor, with the approval of the city council, shall make all appointments to boards, commissions, and committees unless otherwise specifically provided by statute.

See memorandum from City Attorney attached. In her memo she quotes from an Attorney General Opinion summing up this matter as follows: "We believe. . . that the Legislature intended to create a system of checks and balances by placing the appointment authority in the hands of the elected mayor, while giving the city council the right to reject mayoral appointments." Her memo includes exceptions in that a statute or a joint powers agreement that addresses the appointments for particular entities would prevail over the Government Code.

Staff will be bringing an ordinance to the City Council for consideration to update the method of appointment for the Commission to be consistent with the Government Code so that current appointments can be made. Additional items will be brought forth in the future for modifications for other City boards, commissions, and committees as their individual by-laws and/or Municipal Code requirements are reviewed.

As staff will be bringing an ordinance to update the above-noted conflict with the California Government Code, staff is asking for direction on the number of members of the Commission so that any changes can be captured in a single update. When the City Council was modified from a five (5) member at-large body to a seven (7) member district-based governing body with an elected Mayor, most City-appointed boards, committees, and commissions were modified to be seven (7) member bodies. The Commission was kept at five (5) members at that time. The question at hand is whether the Council desires to modify the Commission membership model.

Some potential options for consideration are listed below. Option 1 appears to be closest to how appointments are currently made for most boards and commissions and is consistent with Government Code §40605.

- Option 1. Modify the Commission to be a seven (7) member body, with each member of the City Council making a recommendation to the elected Mayor to be considered for appointment, with appointments made by the elected Mayor and subject to approval by a majority vote of the City Council.

- Option 2. Maintain the current make-up of a five (5) member body appointed at-large, with appointments made by the Mayor to be consistent with Government Code §40605, subject to approval by a majority vote of the City Council
- Option 3. Modify the Commission to be a seven (7) member body, appointed at-large by the elected Mayor, subject to approval by a majority vote of the City Council
- Option 4. Any other potential membership model the Council desires to explore

FINANCIAL IMPACT:

There is no anticipated financial impact, other than publication costs for the ordinance update that will be incurred.

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:

Council could direct staff to further research potential options.

ATTACHMENTS:

1. Memorandum from City Attorney regarding Mayor and City Council Roles in Appointments to Boards, Commissions, and Committees

MONTOY LAW
CORPORATION

HILDA CANTÚ MONTOY

MEMORANDUM FROM CITY ATTORNEY

October 20, 2021

TO: Mayor and Council

CC: Arnoldo Rodriguez, City Manager
Alicia Gonzales, City Clerk

RE: Mayor and City Council Roles in Appointments to Boards, Commissions, and Committees

This memorandum is offered to provide some guidance to the Mayor and Council as to their respective roles regarding appointments to boards, commissions, and committees.

State Law Governs Appointments in General Law Cities

Government Code section 40605 provides as follows:

> In general law cities where the office of mayor is an elective office pursuant to Article 5 (commencing with Section 34900) of Chapter 7 of Part 1 of Division 2 of Title 4, the mayor, with the approval of the city council, shall make all appointments to boards, commissions, and committees unless otherwise specifically provided by statute.

Questions have arisen in other jurisdictions as to the respective authority of the Mayor and the City Council in making appointments. While there is no case law interpreting Government Code section 40605, Attorney General Opinions have been issued that interpret it.

In 1998, the California Attorney General issued 81 Ops. Cal. Atty. Gen. 75 (hereafter 1998 AG Opinion). There, the Attorney General reached three conclusions:

1. The AG concluded that the mayoral appointment authority extends to "all appointments to boards, commissions, and committees . . . ." (§ 40605; italics added.) There is no express limitation that would confine the power of appointment to bodies that are entirely within city government.
2. An argument was made that the City's ordinance was a statute, and therefore, the City ordinance regarding appointments to boards and commissions prevailed over Section 40605. The Attorney General concluded that a city ordinance is not a statute as that term is used in section 40605. Therefore, a city does not have legal authority to adopt an alternative selection process by ordinance or resolution that is inconsistent with state law.
3. The AG concluded that Section 40605 is applicable to subcommittees of a city council.

The Attorney General noted that a city council's authority under Section 40605 may not be construed "to direct the mayor to appoint a particular person to a board, commission, or committee." It further reasoned: "Where section 40605 applies, it is the mayor's prerogative to

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make the appointment and the city council's responsibility to approve or reject the appointment." (emphasis added)

Statutory Selection Prevails Over Government Code Section 40605

The general rule under Government Code section 40605 is not applicable where the State legislature has adopted statutes governing the process (per the language at end of the section which states "unless otherwise specifically provided by statute"). As explained by the Attorney General in the 1998 AG Opinion:

> It is to be observed that some regional boards, commissions, and committees do not have their members selected by mayoral appointments, as specified in various state statutes. (See, e.g., Health & Saf. Code, § 40420 [South Coast Air Quality Management District]; Pub. Resources Code, § 29735 [Delta Protection Commission]; Pub. Utilities Code, § 30201 [Southern California Rapid Transit

Language in Joint Powers Agreements Prevails Over Government Code Section 40605

The general rule under section 40605 is not applicable where controlled by a joint powers agreement. As explained by the Attorney General in the 1998 AG Opinion:

> Somewhat unique is a joint powers agency established under the Joint Exercise of Powers Act (§§ 6500-6599.) The composition of an agency's governing body is controlled by the terms of the agreement. (§ 6508; see 78 Ops.Cal.Atty.Gen. 60, 65 (1995); 57 Ops.Cal.Atty.Gen. 295, 301 (1974).) Assuming the agreement does not specify how the selection is to be made, section 40605 requires the mayor to make the appointment subject to the approval of the city council.

Based on this, the general rule under Government Code section 40605 does not apply if the joint powers agreement regulates the selection process. If it does not regulate the process, only then does the general rule under Government Code section 40605 apply.

Summary

The following from the 1998 AG Opinion sums up the general rule regarding the Mayor and Council's respective roles under Government Code section 40605: "We believe, instead, that the Legislature intended to create a system of checks and balances by placing the appointment authority in the hands of the elected mayor, while giving the city council the right to reject mayoral appointments. If a statute or a joint powers agreement addresses the appointments for particular entities, the statutory or agreement language for appointments would need to be followed.

Respectfully submitted,



Hilda Cantú Montoy