



## Regular Meeting of the Madera City Council

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

### MEETING NOTICE AND AGENDA

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

Council Chambers  
City Hall

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This meeting will be conducted pursuant to the provisions of the Governor's Executive Order which suspends certain requirements of the Ralph M. Brown Act. The City Council meeting will be live-streamed on the City's website. Members of the public may participate in the meeting remotely through an electronic meeting via phone by dialing (669) 900-6833 enter ID: 946 8325 6867# followed by \*9 on your phone to speak. Comments will also be accepted via email at [citycouncilpubliccomment@madera.gov](mailto:citycouncilpubliccomment@madera.gov) or by regular mail at 205 W. 4<sup>th</sup> Street, Madera, CA 93637.

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#### **CALL TO ORDER:**

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

**INVOCATION:** Councilmember Donald E. Holley

**PLEDGE OF ALLEGIANCE:**

**APPROVAL OF AGENDA:**

#### **PUBLIC COMMENT:**

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

**WRITTEN COMMUNICATIONS:** None

**PRESENTATIONS:**

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

**INTRODUCTIONS:** None

**A. WORKSHOP:**

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

**B. CONSENT CALENDAR:**

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

**B-1 Informational Report on Register Audited Demands May 9, 2020 to May 23, 2020**

**Recommendation:** No Action Required (Report by Roger Sanchez)

**B-2 Informational Report on Contract City Attorney Service Expenditures**

**Recommendation:** No Action Required (Report by Arnaldo Rodriguez)

**B-3 Informational Report on Personnel Activity**

**Recommendation:** No Action Required (Report by Wendy Silva)

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

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

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

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

**C. PUBLIC HEARINGS:**

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

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

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

- Recommendation:** 1) Adopt a Resolution Amending the General Plan Land Use Designation for the Subject Properties Encompassing Approximately 1.8 Acres Located on the Southeast Corner of the Intersection of Maple Street and Noble Street from the Industrial to the High-Density Land Use Designation and Adopt the Associated Negative Declaration; and
- 2) Waive the Full Reading and Introduce an Ordinance Rezoning the Subject Properties Encompassing Approximately 1.8 Acres Located on the Southeast Corner of the Intersection of Maple Street and Noble Street from the Industrial to the PD-2000 Zone District (Report by Darrell Unruh)

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

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

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

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

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

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

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

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

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

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

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

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

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

**E. ADMINISTRATIVE REPORTS:**

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

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

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

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

**G. CLOSED SESSION:**

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

**G-2 Public Employee Performance Evaluation – Pursuant to Government Code §54957**

Title: City Manager

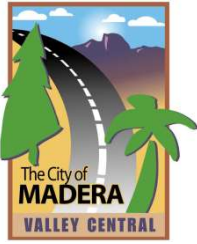
**ADJOURNMENT:** – Next regular meeting on June 17, 2020

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- Please silence or turn off cell phones and electronic devices while the meeting is in session.
  - Regular meetings of the Madera City Council are held the 1st and 3rd Wednesday of each month at 6:00 p.m. in the Council Chambers at City Hall.
  - Any writing related to an agenda item for the open session of this meeting distributed to the City Council less than 72 hours before this meeting is available for inspection at the City of Madera Office of the City Clerk, 205 W. 4th Street, Madera, California 93637 during normal business hours.
  - The meeting room is accessible to the physically disabled, and the services of a translator can be made available. Request for additional accommodations for the disabled, signers, assistive listening devices, or translators needed to assist participation in this public meeting should be made at least seventy-two (72) hours prior to the meeting. Please call the Human Resources Office at (559) 661-5401. Those who are hearing impaired may call 711 or 1-800-735-2929 for TTY Relay Service.
  - Questions regarding the meeting agenda or conduct of the meeting, please contact the City Clerk's office at (559) 661-5405.
  - Para asistencia en español sobre este aviso, por favor llame al (559) 661-5405.
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I, Alicia Gonzales, City Clerk for the City of Madera, declare under penalty of perjury that I posted the above agenda for the Regular Meeting of the Madera City Council for June 3, 2020 near the front entrances of City Hall and on the City's website [www.madera.gov](http://www.madera.gov) at 8:00 p.m. on May 28, 2020.



Alicia Gonzales, City Clerk



**REPORT TO CITY COUNCIL**

**Approved by:**

Department Director

City Manager

**Council Meeting of:** June 3, 2020

**Agenda Number:** B-1

**SUBJECT:**

Informational Report on Register of Audited Demands

**RECOMMENDATION:**

Review Register of Audited Demands Report for May 9, 2020 to May 23, 2020.

**SUMMARY:**

The Register of Audited Demands for the City covering obligations paid during the period of May 9, 2020 to May 23, 2020 is contained in the attachment and summarized in the following tables.

<i>Table 1: Warrant Distribution Summary</i>		
<i>Description</i>	<i>Check #'s</i>	<i>Amount</i>
<i>General Warrant</i>	26456 - 26603	\$1,963,981.71

<i>Table 2: Wire Transfer Summary</i>		
<i>Description</i>	<i>Vendor</i>	<i>Amount</i>
<i>Payroll and Taxes</i>	Union Bank	\$595,317.98
<i>SDI</i>	EDD	\$2,208.57
<i>CalPERS Payment</i>	CalPERS	\$120,807.77

**DISCUSSION:**

Warrant requests are processed weekly based on the adopted Fiscal Year 2019/2020 budget and released for payment every Friday. Each demand has been audited and the Finance Director hereby certifies as to their accuracy and that there were sufficient funds for their payment. Per the request of City Council, we have included the departments from which each of the respective warrants were requested as well as the fund/division description from which they were paid.

**FINANCIAL IMPACT:**

Demands for payments are made within the constraints of the approved 2019/2020 budget.

**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**  
**June 03, 2020**

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
26456	05/11/2020	ENGINEERING	FAU CMAQ	A S DEZIGN, INC.	ALLEY PAVING AT VARIOUS LOCATIONS	\$ 81,039.50
26456	05/11/2020	ENGINEERING	LTF - STREETS	A S DEZIGN, INC.	ALLEY PAVING AT VARIOUS LOCATIONS	\$ 3,996.38
26456	05/11/2020	ENGINEERING	MEAS T - ENVIRO	A S DEZIGN, INC.	ALLEY PAVING AT VARIOUS LOCATIONS	\$ 7,661.32
26457	05/11/2020	ENGINEERING	MEAS T - RTP	ACQUISITION	RIGHT OF WAY ACQUISITION	\$ 4,450.00
26458	05/11/2020	ENGINEERING	MEAS T - RTP	ACQUISITION	RIGHT OF WAY ACQUISITION	\$ 2,451.50
26459	05/11/2020	ENGINEERING	MEAS T - RTP	ACQUISITION	RIGHT OF WAY ACQUISITION	\$ 4,620.00
26460	05/11/2020	WATER QC	WATER QC	THIRKETTLE CORPORATION	520M SMARTPOINT TRANSMITTERS	\$ 8,256.46
26461	05/11/2020	FINANCE	AQUATICS	AT&T	04/20 CALNET 3 SERVICE	\$ 19.15
26461	05/11/2020	FINANCE	BUILDING	AT&T	04/20 CALNET 3 SERVICE	\$ 19.76
26461	05/11/2020	FINANCE	BUILDING	AT&T	04/20 CALNET 3 SERVICE	\$ 23.79
26461	05/11/2020	FINANCE	BUILDING	AT&T	04/20 CALNET 3 SERVICE	\$ 65.58
26461	05/11/2020	FINANCE	CITY ADMIN	AT&T	04/20 CALNET 3 SERVICE	\$ 9.88
26461	05/11/2020	FINANCE	CITY ADMIN	AT&T	04/20 CALNET 3 SERVICE	\$ 6.78
26461	05/11/2020	FINANCE	CITY ADMIN	AT&T	04/20 CALNET 3 SERVICE	\$ 18.70
26461	05/11/2020	FINANCE	CITY ATTORNEY	AT&T	04/20 CALNET 3 SERVICE	\$ 40.77
26461	05/11/2020	FINANCE	CITY ATTORNEY	AT&T	04/20 CALNET 3 SERVICE	\$ 7.41
26461	05/11/2020	FINANCE	CITY ATTORNEY	AT&T	04/20 CALNET 3 SERVICE	\$ 6.78
26461	05/11/2020	FINANCE	CITY ATTORNEY	AT&T	04/20 CALNET 3 SERVICE	\$ 18.70
26461	05/11/2020	FINANCE	CITY CLERK	AT&T	04/20 CALNET 3 SERVICE	\$ 4.94
26461	05/11/2020	FINANCE	CITY CLERK	AT&T	04/20 CALNET 3 SERVICE	\$ 6.78
26461	05/11/2020	FINANCE	CITY CLERK	AT&T	04/20 CALNET 3 SERVICE	\$ 18.70
26461	05/11/2020	FINANCE	CODE ENF	AT&T	04/20 CALNET 3 SERVICE	\$ 20.51
26461	05/11/2020	FINANCE	COMM & REC	AT&T	04/20 CALNET 3 SERVICE	\$ 197.69
26461	05/11/2020	FINANCE	COMPUTER MAINT	AT&T	04/20 CALNET 3 SERVICE	\$ 2.47
26461	05/11/2020	FINANCE	COMPUTER MAINT	AT&T	04/20 CALNET 3 SERVICE	\$ 13.59
26461	05/11/2020	FINANCE	COMPUTER MAINT	AT&T	04/20 CALNET 3 SERVICE	\$ 37.46
26461	05/11/2020	FINANCE	ENGINEERING	AT&T	04/20 CALNET 3 SERVICE	\$ 37.06
26461	05/11/2020	FINANCE	ENGINEERING	AT&T	04/20 CALNET 3 SERVICE	\$ 47.58
26461	05/11/2020	FINANCE	ENGINEERING	AT&T	04/20 CALNET 3 SERVICE	\$ 131.16
26461	05/11/2020	FINANCE	FINANCE	AT&T	04/20 CALNET 3 SERVICE	\$ 24.70
26461	05/11/2020	FINANCE	FINANCE	AT&T	04/20 CALNET 3 SERVICE	\$ 37.38
26461	05/11/2020	FINANCE	FINANCE	AT&T	04/20 CALNET 3 SERVICE	\$ 103.04

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
26461	05/11/2020	FINANCE	GRANT OVERSIGHT	AT&T	04/20 CALNET 3 SERVICE	\$ 12.35
26461	05/11/2020	FINANCE	GRANT OVERSIGHT	AT&T	04/20 CALNET 3 SERVICE	\$ 13.59
26461	05/11/2020	FINANCE	GRANT OVERSIGHT	AT&T	04/20 CALNET 3 SERVICE	\$ 37.46
26461	05/11/2020	FINANCE	HR - RISK MGT	AT&T	04/20 CALNET 3 SERVICE	\$ 7.41
26461	05/11/2020	FINANCE	HR - RISK MGT	AT&T	04/20 CALNET 3 SERVICE	\$ 10.18
26461	05/11/2020	FINANCE	HR - RISK MGT	AT&T	04/20 CALNET 3 SERVICE	\$ 28.05
26461	05/11/2020	FINANCE	PARKS ADMIN	AT&T	04/20 CALNET 3 SERVICE	\$ 186.11
26461	05/11/2020	FINANCE	PD ADMIN	AT&T	04/20 CALNET 3 SERVICE	\$ 216.82
26461	05/11/2020	FINANCE	PD ADMIN	AT&T	04/20 CALNET 3 SERVICE	\$ 164.68
26461	05/11/2020	FINANCE	PD ADMIN	AT&T	04/20 CALNET 3 SERVICE	\$ 225.76
26461	05/11/2020	FINANCE	PD ADMIN	AT&T	04/20 CALNET 3 SERVICE	\$ 164.69
26461	05/11/2020	FINANCE	PLANNING	AT&T	04/20 CALNET 3 SERVICE	\$ 12.35
26461	05/11/2020	FINANCE	PLANNING	AT&T	04/20 CALNET 3 SERVICE	\$ 16.98
26461	05/11/2020	FINANCE	PLANNING	AT&T	04/20 CALNET 3 SERVICE	\$ 46.81
26461	05/11/2020	FINANCE	SR CITIZEN	AT&T	04/20 CALNET 3 SERVICE	\$ 59.92
26461	05/11/2020	FINANCE	SR CITIZEN	AT&T	04/20 CALNET 3 SERVICE	\$ 20.81
26461	05/11/2020	FINANCE	SR CITIZEN	AT&T	04/20 CALNET 3 SERVICE	\$ 20.81
26461	05/11/2020	FINANCE	UB - GARBAGE	AT&T	04/20 CALNET 3 SERVICE	\$ 6.59
26461	05/11/2020	FINANCE	UB - GARBAGE	AT&T	04/20 CALNET 3 SERVICE	\$ 11.06
26461	05/11/2020	FINANCE	UB - GARBAGE	AT&T	04/20 CALNET 3 SERVICE	\$ 30.44
26461	05/11/2020	FINANCE	UB - SEWER	AT&T	04/20 CALNET 3 SERVICE	\$ 6.59
26461	05/11/2020	FINANCE	UB - SEWER	AT&T	04/20 CALNET 3 SERVICE	\$ 11.04
26461	05/11/2020	FINANCE	UB - SEWER	AT&T	04/20 CALNET 3 SERVICE	\$ 30.44
26461	05/11/2020	FINANCE	UB - WATER	AT&T	04/20 CALNET 3 SERVICE	\$ 13.18
26461	05/11/2020	FINANCE	UB - WATER	AT&T	04/20 CALNET 3 SERVICE	\$ 22.13
26461	05/11/2020	FINANCE	UB - WATER	AT&T	04/20 CALNET 3 SERVICE	\$ 61.00
26461	05/11/2020	FINANCE	UB - WATER	AT&T	04/20 CALNET 3 SERVICE	\$ 39.97
26461	05/11/2020	FINANCE	UB - WATER	AT&T	04/20 CALNET 3 SERVICE	\$ 21.21
26461	05/11/2020	FINANCE	WWTP	AT&T	04/20 CALNET 3 SERVICE	\$ 31.33
26461	05/11/2020	FINANCE	PAYROLL TRUST	AT&T	04/20 CALNET 3 SERVICE	\$ 20.50
26462	05/11/2020	ENGINEERING	LTF - STREETS	DAVID J. BOYLE	INTERSECTION IMPROVEMENTS, TS-30	\$ 10,887.00
26463	05/11/2020	WWTP	WWTP	BSK ASSOCIATES	PERMIT COMPLIANCE LAB	\$ 235.50
26464	05/11/2020	FINANCE	AIRPORT OPS	CANON FINANCIAL SERVICES	APRIL 2020 CONTRACT CHARGES	\$ 26.50
26464	05/11/2020	FINANCE	BUILDING	CANON FINANCIAL SERVICES	APRIL 2020 CONTRACT CHARGES	\$ 6.14
26464	05/11/2020	FINANCE	CITY ATTORNEY	CANON FINANCIAL SERVICES	APRIL 2020 CONTRACT CHARGES	\$ 0.69

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
26464	05/11/2020	FINANCE	CITY CLERK	CANON FINANCIAL SERVICES	APRIL 2020 CONTRACT CHARGES	\$ 91.96
26464	05/11/2020	FINANCE	CODE ENF	CANON FINANCIAL SERVICES	APRIL 2020 CONTRACT CHARGES	\$ 354.66
26464	05/11/2020	FINANCE	COMPUTER MAINT	CANON FINANCIAL SERVICES	APRIL 2020 CONTRACT CHARGES	\$ 11.32
26464	05/11/2020	FINANCE	ENGINEERING	CANON FINANCIAL SERVICES	APRIL 2020 CONTRACT CHARGES	\$ 474.89
26464	05/11/2020	FINANCE	FINANCE	CANON FINANCIAL SERVICES	APRIL 2020 CONTRACT CHARGES	\$ 228.90
26464	05/11/2020	FINANCE	GRANT OVERSIGHT	CANON FINANCIAL SERVICES	APRIL 2020 CONTRACT CHARGES	\$ 29.06
26464	05/11/2020	FINANCE	HR - RISK MGT	CANON FINANCIAL SERVICES	APRIL 2020 CONTRACT CHARGES	\$ 110.42
26464	05/11/2020	FINANCE	PARKS ADMIN	CANON FINANCIAL SERVICES	APRIL 2020 CONTRACT CHARGES	\$ 422.81
26464	05/11/2020	FINANCE	PD ADMIN	CANON FINANCIAL SERVICES	APRIL 2020 CONTRACT CHARGES	\$ 603.74
26464	05/11/2020	FINANCE	PLANNING	CANON FINANCIAL SERVICES	APRIL 2020 CONTRACT CHARGES	\$ 156.69
26464	05/11/2020	FINANCE	SEWER OPS	CANON FINANCIAL SERVICES	APRIL 2020 CONTRACT CHARGES	\$ 37.89
26464	05/11/2020	FINANCE	SOLID WASTE	CANON FINANCIAL SERVICES	APRIL 2020 CONTRACT CHARGES	\$ 37.89
26464	05/11/2020	FINANCE	TRANS - FIXED	CANON FINANCIAL SERVICES	APRIL 2020 CONTRACT CHARGES	\$ 61.16
26464	05/11/2020	FINANCE	TRANS - DAR	CANON FINANCIAL SERVICES	APRIL 2020 CONTRACT CHARGES	\$ 61.16
26464	05/11/2020	FINANCE	UB - WATER	CANON FINANCIAL SERVICES	APRIL 2020 CONTRACT CHARGES	\$ 206.93
26464	05/11/2020	FINANCE	WATER OPS	CANON FINANCIAL SERVICES	APRIL 2020 CONTRACT CHARGES	\$ 145.13
26464	05/11/2020	FINANCE	WATER QC	CANON FINANCIAL SERVICES	APRIL 2020 CONTRACT CHARGES	\$ 122.32
26464	05/11/2020	FINANCE	WWTP	CANON FINANCIAL SERVICES	APRIL 2020 CONTRACT CHARGES	\$ 157.81
26464	05/11/2020	FINANCE	PURCHASING	CANON FINANCIAL SERVICES	APRIL 2020 CONTRACT CHARGES	\$ 131.19
26464	05/11/2020	PURCHASING	PD ADMIN	CANON FINANCIAL SERVICES	COPIER LEASE APRIL 2020	\$ 207.34
26465	05/11/2020	ENGINEERING	MEAS T - RTP	CENTRAL VALLEY ENVIRONMENTAL	OLIVE AVE WIDENING & RECONSTRUCTION	\$ 62,880.50
26466	05/11/2020	FINANCE	WATER FUND	CITY OF MADERA	DEPOSIT TRANSFER TO AR ACCT	\$ 1,700.00
26466	05/11/2020	FINANCE	AIRPORT OPS	CITY OF MADERA	DEPOSIT APPLY TO AR ACCT	\$ 160.00
26467	05/11/2020	FINANCE - UB	WATER CONS	CITY OF MADERA	MULCH REBATE APPLY TO UB ACCT	\$ 158.00
26468	05/11/2020	ENGINEERING	LTF - STREETS	COLIBRI ECOLOGICAL CONSULTING	SIDEWALK IMPROVEMENTS PROJECT R-73	\$ 725.00
26469	05/11/2020	ENGINEERING	ECONOMIC DEV	COOPER & ASSOC REAL ESTATE	MARKET VALUATION	\$ 1,200.00
26470	05/11/2020	GRANTS	CDBG ADMIN	CRESCENDO CONSULTNG GROUP	CON PLAN CONSULTING SERVICES	\$ 10,000.00
26471	05/11/2020	FINANCE - UB	UB - GARBAGE	DATAPROSE, LLC	APRIL 2020 BILLING	\$ 2,065.79
26471	05/11/2020	FINANCE - UB	UB - SEWER	DATAPROSE, LLC	APRIL 2020 BILLING	\$ 2,065.79
26471	05/11/2020	FINANCE - UB	UB - WATER	DATAPROSE, LLC	APRIL 2020 BILLING	\$ 4,131.59
26472	05/11/2020	ENGINEERING	WATER CAPITAL	DAVIDS ENGINEERING, INC.	MADERA GSP ANNUAL REPORT	\$ 1,299.19
26473	05/11/2020	ENGINEERING	MEAS K - FIRE	DAVIS MORENO CONSTRUCTION	CONSTRUCTION OF FIRE STATION NO. 58	\$ 342,014.84
26474	05/11/2020	WATER QC	WATER QC	DELLAVALLE LABORATORY, INC.	WATER SAMPLES	\$ 896.00
26475	05/11/2020	PARKS	COMM & REC	DIAMOND COMMUNICATIONS	YOUTH CENTER ALARM MONITORING	\$ 560.00
26475	05/11/2020	PARKS	COMM & REC	DIAMOND COMMUNICATIONS	PAC ALARM MONITORING	\$ 36.00

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
26475	05/11/2020	PW ADMIN	COMPUTER MAINT	DIAMOND COMMUNICATIONS	SECURITY ALARM MONITORING	\$ 25.00
26475	05/11/2020	PW ADMIN	FACILITIES MAINT	DIAMOND COMMUNICATIONS	SECURITY ALARM MONITORING	\$ 47.50
26475	05/11/2020	PW ADMIN	FLEET MAINT	DIAMOND COMMUNICATIONS	SECURITY ALARM MONITORING	\$ 47.50
26475	05/11/2020	PW ADMIN	PW - STREETS	DIAMOND COMMUNICATIONS	SECURITY ALARM MONITORING	\$ 50.00
26475	05/11/2020	PW ADMIN	SEWER OPS	DIAMOND COMMUNICATIONS	SECURITY ALARM MONITORING	\$ 56.67
26475	05/11/2020	PW ADMIN	SOLID WASTE	DIAMOND COMMUNICATIONS	SECURITY ALARM MONITORING	\$ 56.66
26475	05/11/2020	PW ADMIN	TRANS - FIXED	DIAMOND COMMUNICATIONS	SECURITY ALARM MONITORING	\$ 20.00
26475	05/11/2020	PW ADMIN	TRANS - DAR	DIAMOND COMMUNICATIONS	SECURITY ALARM MONITORING	\$ 20.00
26475	05/11/2020	PW ADMIN	WATER OPS	DIAMOND COMMUNICATIONS	SECURITY ALARM MONITORING	\$ 56.67
26475	05/11/2020	PW ADMIN	PURCHASING	DIAMOND COMMUNICATIONS	SECURITY ALARM MONITORING	\$ 25.00
26475	05/11/2020	SEWER OPS	SEWER OPS	DIAMOND COMMUNICATIONS	MAY TELEPHONE ANSWERING SERVICE	\$ 115.00
26476	05/11/2020	PARKS	PARKS	FIDELITY NATIONAL TITLE CO	CLOSING COSTS FOR INDIA PARK	\$ 3,968.56
26477	05/11/2020	BUILDING	BUILDING	FIRE SAFETY SOLUTIONS, LLC	FIRE PROTECTION ENG SVS 04/16-04/30/20	\$ 12,375.00
26478	05/11/2020	FLEET	FLEET MAINT	FOLSOM LAKE FORD	2020 FORD POLICE INTERCEPTOR	\$ 39,907.34
26478	05/11/2020	FLEET	FLEET ACQUISITION	FOLSOM LAKE FORD	2020 FORD POLICE INTERCEPTOR	\$ 39,907.34
26479	05/11/2020	WWTP	WWTP	INDUSTRIAL ELECTRICAL CO.	BACKUP GENERATOR ANNUAL SERVICE	\$ 3,424.84
26480	05/11/2020	STREETS	PW - STREETS	TRENTMAN CORPORATION	BITUMINOUS APPLICATOR	\$ 6,806.68
26481	05/11/2020	ENGINEERING	LTF - STREETS	JOHN PAPE CONSULTING, LLC	CONSULTING SERVICES FOR PROJECT R-73	\$ 1,040.00
26482	05/11/2020	CITY CLERK	CITY CLERK	MADERA TRIBUNE	PUBLICATION OF ORD 972 C.S.	\$ 403.00
26482	05/11/2020	CITY COUNCIL	CITY CLERK	MADERA TRIBUNE	PUBLICATION OF ORD 971U C.S.	\$ 1,764.75
26483	05/11/2020	HR/RISK MGT	FINANCE	MV CHENG & ASSOCIATES, INC.	FINANCIAL SERVICES MANAGER	\$ 3,307.49
26483	05/11/2020	HR/RISK MGT	UB - GARBAGE	MV CHENG & ASSOCIATES, INC.	FINANCIAL SERVICES MANAGER	\$ 354.38
26483	05/11/2020	HR/RISK MGT	UB - SEWER	MV CHENG & ASSOCIATES, INC.	FINANCIAL SERVICES MANAGER	\$ 354.38
26483	05/11/2020	HR/RISK MGT	UB - WATER	MV CHENG & ASSOCIATES, INC.	FINANCIAL SERVICES MANAGER	\$ 708.75
26484	05/11/2020	FINANCE	FINANCE	NICHOLS CONSULTING ENGINEERS	PREP OF STATE MANDATED COST CLAIMS	\$ 2,900.00
26485	05/11/2020	PW ADMIN	AIRPORT OPS	ROLLINS, INC	PEST CONTROL SERVICE	\$ 20.00
26485	05/11/2020	PW ADMIN	CENTRAL ADMIN	ROLLINS, INC	PEST CONTROL SERVICE	\$ 30.00
26485	05/11/2020	PW ADMIN	COMM & REC	ROLLINS, INC	PEST CONTROL SERVICE	\$ 300.00
26485	05/11/2020	PW ADMIN	ENGINEERING	ROLLINS, INC	PEST CONTROL SERVICE	\$ 50.00
26485	05/11/2020	PW ADMIN	FIRE	ROLLINS, INC	PEST CONTROL SERVICE	\$ 40.00
26485	05/11/2020	PW ADMIN	INTERMODAL	ROLLINS, INC	PEST CONTROL SERVICE	\$ 20.00
26485	05/11/2020	PW ADMIN	PD ADMIN	ROLLINS, INC	PEST CONTROL SERVICE	\$ 30.00
26485	05/11/2020	PW ADMIN	SEWER OPS	ROLLINS, INC	PEST CONTROL SERVICE	\$ 10.00
26485	05/11/2020	PW ADMIN	SOLID WASTE	ROLLINS, INC	PEST CONTROL SERVICE	\$ 10.00
26485	05/11/2020	PW ADMIN	WATER OPS	ROLLINS, INC	PEST CONTROL SERVICE	\$ 10.00

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26485	05/11/2020	PW ADMIN	WWTP	ROLLINS, INC	PEST CONTROL SERVICE	\$ 25.00
26486	05/11/2020	WATER QC	WATER CONS	OTP- REBATES	TURF REPLACEMENT REBATE	\$ 2,495.00
26487	05/11/2020	WATER QC	WATER CONS	OTP- REBATES	TURF REPLACEMENT REBATE	\$ 1,476.00
26488	05/11/2020	FINANCE - UB	FINANCE	OVERPAYMENTS	ADMIN FEE REFUND FOR PARKING CITATION	\$ 25.00
26489	05/11/2020	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	04/20 SERVICE 3533032414-2	\$ 1,355.80
26489	05/11/2020	FINANCE	CENTRAL ADMIN	PACIFIC GAS & ELECTRIC	04/20 SERVICE 3533032414-2	\$ 4,544.05
26489	05/11/2020	FINANCE	COMM & REC	PACIFIC GAS & ELECTRIC	04/20 SERVICE 3533032414-2	\$ 2,647.07
26489	05/11/2020	FINANCE	DRAINAGE	PACIFIC GAS & ELECTRIC	04/20 SERVICE 3533032414-2	\$ 2,909.87
26489	05/11/2020	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	04/20 SERVICE 3533032414-2	\$ 26,482.99
26489	05/11/2020	FINANCE	FIRE	PACIFIC GAS & ELECTRIC	04/20 SERVICE 3533032414-2	\$ 422.94
26489	05/11/2020	FINANCE	FIRE	PACIFIC GAS & ELECTRIC	04/20 SERVICE 3533032414-2	\$ 373.92
26489	05/11/2020	FINANCE	FIRE	PACIFIC GAS & ELECTRIC	04/20 SERVICE 3533032414-2	\$ 352.92
26489	05/11/2020	FINANCE	FIRE	PACIFIC GAS & ELECTRIC	04/20 SERVICE 3533032414-2	\$ 1,242.17
26489	05/11/2020	FINANCE	INTERMODAL	PACIFIC GAS & ELECTRIC	04/20 SERVICE 3533032414-2	\$ 905.59
26489	05/11/2020	FINANCE	PARKING DIST OPS	PACIFIC GAS & ELECTRIC	04/20 SERVICE 3533032414-2	\$ 259.39
26489	05/11/2020	FINANCE	PARKS	PACIFIC GAS & ELECTRIC	04/20 SERVICE 3533032414-2	\$ 1,847.75
26489	05/11/2020	FINANCE	SEWER OPS	PACIFIC GAS & ELECTRIC	04/20 SERVICE 3533032414-2	\$ 2,021.11
26489	05/11/2020	FINANCE	SOLID WASTE	PACIFIC GAS & ELECTRIC	04/20 SERVICE 3533032414-2	\$ 596.13
26489	05/11/2020	FINANCE	SR CITIZEN	PACIFIC GAS & ELECTRIC	04/20 SERVICE 3533032414-2	\$ 41.00
26489	05/11/2020	FINANCE	WATER OPS	PACIFIC GAS & ELECTRIC	04/20 SERVICE 3533032414-2	\$ 81,045.79
26489	05/11/2020	FINANCE	WWTP	PACIFIC GAS & ELECTRIC	04/20 SERVICE 3533032414-2	\$ 119.77
26489	05/11/2020	FINANCE	ZONE 34B	PACIFIC GAS & ELECTRIC	04/20 SERVICE 3533032414-2	\$ 9.86
26489	05/11/2020	FINANCE	ZONE 20B ACTS	PACIFIC GAS & ELECTRIC	04/20 SERVICE 3533032414-2	\$ 9.86
26489	05/11/2020	FINANCE	ZONE 24 ACTS	PACIFIC GAS & ELECTRIC	04/20 SERVICE 3533032414-2	\$ 10.55
26489	05/11/2020	FINANCE	ZONE 27B ACTS	PACIFIC GAS & ELECTRIC	04/20 SERVICE 3533032414-2	\$ 10.63
26489	05/11/2020	FINANCE	ZONE 2 ACTS	PACIFIC GAS & ELECTRIC	04/20 SERVICE 3533032414-2	\$ 52.25
26489	05/11/2020	FINANCE	ZONE 3 ACTS	PACIFIC GAS & ELECTRIC	04/20 SERVICE 3533032414-2	\$ 41.00
26489	05/11/2020	FINANCE	ZONE 31A ACTS	PACIFIC GAS & ELECTRIC	04/20 SERVICE 3533032414-2	\$ 29.90
26489	05/11/2020	FINANCE	ZONE 31B ACTS	PACIFIC GAS & ELECTRIC	04/20 SERVICE 3533032414-2	\$ 29.90
26489	05/11/2020	FINANCE	ZONE 4 ACTS	PACIFIC GAS & ELECTRIC	04/20 SERVICE 3533032414-2	\$ 10.75
26489	05/11/2020	FINANCE	ZONE 6A ACTS	PACIFIC GAS & ELECTRIC	04/20 SERVICE 3533032414-2	\$ 60.05
26489	05/11/2020	FINANCE	ZONE 29C ACTS	PACIFIC GAS & ELECTRIC	04/20 SERVICE 3533032414-2	\$ 9.86
26489	05/11/2020	FINANCE	ZONE 8 ACTS	PACIFIC GAS & ELECTRIC	04/20 SERVICE 3533032414-2	\$ 61.70
26489	05/11/2020	FINANCE	ZONE 16 ACTS	PACIFIC GAS & ELECTRIC	04/20 SERVICE 3533032414-2	\$ 21.95
26489	05/11/2020	FINANCE	ZONE 13 ACTS	PACIFIC GAS & ELECTRIC	04/20 SERVICE 3533032414-2	\$ 94.96

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26490	05/11/2020	PARKS	PARKS ADMIN	OTP- PARKS REFUNDS	PARKS DEPOSIT REFUND - DUE TO COVID	\$ 5.00
26490	05/11/2020	PARKS	SPORTS	OTP- PARKS REFUNDS	PARKS DEPOSIT REFUND - DUE TO COVID	\$ 45.00
26491	05/11/2020	PARKS	COMM & REC	OTP- PARKS REFUNDS	FACILITY DEPOSIT REFUND	\$ 985.00
26491	05/11/2020	PARKS	GENERAL TRUST	OTP- PARKS REFUNDS	FACILITY DEPOSIT REFUND	\$ 500.00
26491	05/11/2020	PARKS	PARKS ADMIN	OTP- PARKS REFUNDS	FACILITY DEPOSIT REFUND	\$ 25.00
26492	05/11/2020	WWTP	WWTP	POLYDYNE INC.	SLUDGE DEWATERING	\$ 9,560.64
26493	05/11/2020	PW ADMIN	AIRPORT OPS	SERVICEMASTER BY J&C BROWN	MAY JANITORIAL SERVICE	\$ 236.76
26493	05/11/2020	PW ADMIN	CENTRAL ADMIN	SERVICEMASTER BY J&C BROWN	MAY JANITORIAL SERVICE	\$ 2,764.33
26493	05/11/2020	PW ADMIN	COMM & REC	SERVICEMASTER BY J&C BROWN	MAY JANITORIAL SERVICE	\$ 5,274.29
26493	05/11/2020	PW ADMIN	ENGINEERING	SERVICEMASTER BY J&C BROWN	MAY JANITORIAL SERVICE	\$ 2,353.23
26493	05/11/2020	PW ADMIN	FINANCE	SERVICEMASTER BY J&C BROWN	MAY JANITORIAL SERVICE	\$ 186.24
26493	05/11/2020	PW ADMIN	INTERMODAL	SERVICEMASTER BY J&C BROWN	MAY JANITORIAL SERVICE	\$ 439.92
26493	05/11/2020	PW ADMIN	PD ADMIN	SERVICEMASTER BY J&C BROWN	MAY JANITORIAL SERVICE	\$ 3,611.91
26493	05/11/2020	PW ADMIN	SEWER OPS	SERVICEMASTER BY J&C BROWN	MAY JANITORIAL SERVICE	\$ 576.82
26493	05/11/2020	PW ADMIN	SOLID WASTE	SERVICEMASTER BY J&C BROWN	MAY JANITORIAL SERVICE	\$ 576.84
26493	05/11/2020	PW ADMIN	UB - GARBAGE	SERVICEMASTER BY J&C BROWN	MAY JANITORIAL SERVICE	\$ 186.27
26493	05/11/2020	PW ADMIN	UB - SEWER	SERVICEMASTER BY J&C BROWN	MAY JANITORIAL SERVICE	\$ 186.27
26493	05/11/2020	PW ADMIN	UB - WATER	SERVICEMASTER BY J&C BROWN	MAY JANITORIAL SERVICE	\$ 372.52
26493	05/11/2020	PW ADMIN	WATER QC	SERVICEMASTER BY J&C BROWN	MAY JANITORIAL SERVICE	\$ 177.24
26493	05/11/2020	PW ADMIN	WWTP	SERVICEMASTER BY J&C BROWN	MAY JANITORIAL SERVICE	\$ 690.20
26494	05/11/2020	ENGINEERING	ENGINEERING	TERMINIX INTERNATIONAL	PEST CONTROL SERVICE	\$ 31.00
26495	05/11/2020	FIRE	FIRE	TESEI PETROLEUM INC.	EQUIPMENT FUEL	\$ 374.54
26495	05/11/2020	PURCHASING	ANIMAL CONTROL	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 04/21 - 04/30/20	\$ 32.02
26495	05/11/2020	PURCHASING	BUILDING	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 04/21 - 04/30/20	\$ 49.44
26495	05/11/2020	PURCHASING	CODE ENF	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 04/21 - 04/30/20	\$ 79.75
26495	05/11/2020	PURCHASING	DRAINAGE	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 04/21 - 04/30/20	\$ 109.48
26495	05/11/2020	PURCHASING	FACILITIES MAINT	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 04/21 - 04/30/20	\$ 124.68
26495	05/11/2020	PURCHASING	FLEET MAINT	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 04/21 - 04/30/20	\$ 18.66
26495	05/11/2020	PURCHASING	FLEET MOTOR POOL	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 04/21 - 04/30/20	\$ 10.34
26495	05/11/2020	PURCHASING	GRAFFITI ABATE	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 04/21 - 04/30/20	\$ 75.98
26495	05/11/2020	PURCHASING	LMD	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 04/21 - 04/30/20	\$ 23.59
26495	05/11/2020	PURCHASING	PARKS	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 04/21 - 04/30/20	\$ 510.83
26495	05/11/2020	PURCHASING	PD ADMIN	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 04/21 - 04/30/20	\$ 1,479.06
26495	05/11/2020	PURCHASING	PW - STREETS	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 04/21 - 04/30/20	\$ 229.92
26495	05/11/2020	PURCHASING	SEWER OPS	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 04/21 - 04/30/20	\$ 195.34

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26495	05/11/2020	PURCHASING	STREET CLEANING	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 04/21 - 04/30/20	\$ 382.43
26495	05/11/2020	PURCHASING	TRANS - FIXED	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 04/21 - 04/30/20	\$ 859.65
26495	05/11/2020	PURCHASING	TRANS - DAR	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 04/21 - 04/30/20	\$ 782.15
26495	05/11/2020	PURCHASING	UB - WATER	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 04/21 - 04/30/20	\$ 61.96
26495	05/11/2020	PURCHASING	WATER OPS	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 04/21 - 04/30/20	\$ 808.30
26495	05/11/2020	PURCHASING	WATER QC	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 04/21 - 04/30/20	\$ 75.43
26495	05/11/2020	WWTP	WWTP	TESEI PETROLEUM INC.	EQUIPMENT FUEL	\$ 33.12
26496	05/11/2020	PARKS	COMM & REC	THYSSENKRUPP ELEVATOR CORP	ELEVATOR SERVICE	\$ 276.22
26497	05/11/2020	PD	MEAS K - PD	TORRES CONCRETE CONSTRUCTION	CONCRETE SLAB FOR K9 CAGE	\$ 1,400.00
26498	05/20/2020	HR/RISK MGT	FINANCE	ACRO SERVICE CORPORATION	FINANCIAL SERVICES DIRECTOR	\$ 1,471.59
26498	05/20/2020	HR/RISK MGT	UB - GARBAGE	ACRO SERVICE CORPORATION	FINANCIAL SERVICES DIRECTOR	\$ 262.79
26498	05/20/2020	HR/RISK MGT	UB - SEWER	ACRO SERVICE CORPORATION	FINANCIAL SERVICES DIRECTOR	\$ 262.79
26498	05/20/2020	HR/RISK MGT	UB - WATER	ACRO SERVICE CORPORATION	FINANCIAL SERVICES DIRECTOR	\$ 524.83
26499	05/20/2020	ENGINEERING	WATER CAPITAL	AKEL ENGINEERING GROUP, INC.	PROFESSIONAL ENGINEERING SERVICES	\$ 35.00
26499	05/20/2020	ENGINEERING	SEWER CAPITAL	AKEL ENGINEERING GROUP, INC.	PROFESSIONAL ENGINEERING SERVICES	\$ 18,234.28
26500	05/20/2020	FINANCE	BUILDING	AT&T	04/20 CALNET 3 SERVICE	\$ 20.79
26500	05/20/2020	FINANCE	FACILITIES MAINT	AT&T	04/20 CALNET 3 SERVICE	\$ 14.53
26500	05/20/2020	FINANCE	FACILITIES MAINT	AT&T	04/20 CALNET 3 SERVICE	\$ 22.87
26500	05/20/2020	FINANCE	FIRE	AT&T	04/20 CALNET 3 SERVICE	\$ 20.79
26500	05/20/2020	FINANCE	FLEET MAINT	AT&T	04/20 CALNET 3 SERVICE	\$ 9.68
26500	05/20/2020	FINANCE	FLEET MAINT	AT&T	04/20 CALNET 3 SERVICE	\$ 15.27
26500	05/20/2020	FINANCE	PW - STREETS	AT&T	04/20 CALNET 3 SERVICE	\$ 24.23
26500	05/20/2020	FINANCE	PW - STREETS	AT&T	04/20 CALNET 3 SERVICE	\$ 38.15
26500	05/20/2020	FINANCE	SEWER OPS	AT&T	04/20 CALNET 3 SERVICE	\$ 16.95
26500	05/20/2020	FINANCE	SEWER OPS	AT&T	04/20 CALNET 3 SERVICE	\$ 26.68
26500	05/20/2020	FINANCE	SOLID WASTE	AT&T	04/20 CALNET 3 SERVICE	\$ 19.39
26500	05/20/2020	FINANCE	SOLID WASTE	AT&T	04/20 CALNET 3 SERVICE	\$ 30.52
26500	05/20/2020	FINANCE	UB - GARBAGE	AT&T	04/20 CALNET 3 SERVICE	\$ 4.84
26500	05/20/2020	FINANCE	UB - GARBAGE	AT&T	04/20 CALNET 3 SERVICE	\$ 7.62
26500	05/20/2020	FINANCE	UB - SEWER	AT&T	04/20 CALNET 3 SERVICE	\$ 4.84
26500	05/20/2020	FINANCE	UB - SEWER	AT&T	04/20 CALNET 3 SERVICE	\$ 7.62
26500	05/20/2020	FINANCE	UB - WATER	AT&T	04/20 CALNET 3 SERVICE	\$ 9.70
26500	05/20/2020	FINANCE	UB - WATER	AT&T	04/20 CALNET 3 SERVICE	\$ 15.27
26500	05/20/2020	FINANCE	WATER OPS	AT&T	04/20 CALNET 3 SERVICE	\$ 21.79
26500	05/20/2020	FINANCE	WATER OPS	AT&T	04/20 CALNET 3 SERVICE	\$ 34.31

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26500	05/20/2020	FINANCE	WATER QC	AT&T	04/20 CALNET 3 SERVICE	\$ 9.68
26500	05/20/2020	FINANCE	WATER QC	AT&T	04/20 CALNET 3 SERVICE	\$ 15.27
26500	05/20/2020	FINANCE	WWTP	AT&T	04/20 CALNET 3 SERVICE	\$ 14.53
26500	05/20/2020	FINANCE	WWTP	AT&T	04/20 CALNET 3 SERVICE	\$ 22.87
26500	05/20/2020	FINANCE	PURCHASING	AT&T	04/20 CALNET 3 SERVICE	\$ 14.53
26500	05/20/2020	FINANCE	PURCHASING	AT&T	04/20 CALNET 3 SERVICE	\$ 22.87
26501	05/20/2020	FINANCE	FINANCE	BL REFUNDS	BUSINESS LICENSE REFUND	\$ 10.00
26501	05/20/2020	FINANCE	GENERAL	BL REFUNDS	BUSINESS LICENSE REFUND	\$ 50.00
26502	05/20/2020	FINANCE	FINANCE	BL REFUNDS	BUSINESS LICENSE REFUND	\$ 10.00
26502	05/20/2020	FINANCE	GENERAL	BL REFUNDS	BUSINESS LICENSE REFUND	\$ 50.00
26503	05/20/2020	FINANCE	FINANCE	BL REFUNDS	BUSINESS LICENSE REFUND	\$ 10.00
26503	05/20/2020	FINANCE	GENERAL	BL REFUNDS	BUSINESS LICENSE REFUND	\$ 50.00
26504	05/20/2020	FINANCE	FINANCE	BL REFUNDS	BUSINESS LICENSE REFUND	\$ 10.00
26504	05/20/2020	FINANCE	GENERAL	BL REFUNDS	BUSINESS LICENSE REFUND	\$ 50.00
26505	05/20/2020	FINANCE	FINANCE	BL REFUNDS	BUSINESS LICENSE REFUND	\$ 10.00
26505	05/20/2020	FINANCE	GENERAL	BL REFUNDS	BUSINESS LICENSE REFUND	\$ 50.00
26506	05/20/2020	FINANCE	FINANCE	BL REFUNDS	BUSINESS LICENSE REFUND	\$ 10.00
26506	05/20/2020	FINANCE	GENERAL	BL REFUNDS	BUSINESS LICENSE REFUND	\$ 50.00
26507	05/20/2020	FINANCE	FINANCE	BL REFUNDS	BUSINESS LICENSE REFUND	\$ 10.00
26507	05/20/2020	FINANCE	GENERAL	BL REFUNDS	BUSINESS LICENSE REFUND	\$ 50.00
26508	05/20/2020	FINANCE	FINANCE	BL REFUNDS	BUSINESS LICENSE REFUND	\$ 10.00
26508	05/20/2020	FINANCE	GENERAL	BL REFUNDS	BUSINESS LICENSE REFUND	\$ 50.00
26509	05/20/2020	FINANCE	FINANCE	BL REFUNDS	BUSINESS LICENSE REFUND	\$ 10.00
26509	05/20/2020	FINANCE	GENERAL	BL REFUNDS	BUSINESS LICENSE REFUND	\$ 50.00
26510	05/20/2020	FINANCE	GENERAL	BL REFUNDS	BUSINESS LICENSE REFUND	\$ 50.00
26511	05/20/2020	PLANNING	PLANNING	BLDING/PLAN REFNDS	REFUND TEMPORARY USE PERMIT	\$ 206.00
26512	05/20/2020	PLANNING	PLANNING	BLDING/PLAN REFNDS	REFUND TEMPORARY USE PERMIT	\$ 206.00
26513	05/20/2020	PLANNING	PLANNING	BLDING/PLAN REFNDS	REFUND TEMPORARY USE PERMIT	\$ 206.00
26514	05/20/2020	PLANNING	PLANNING	BLDING/PLAN REFNDS	REFUND TEMPORARY USE PERMIT	\$ 206.00
26515	05/20/2020	PLANNING	PLANNING	BLDING/PLAN REFNDS	REFUND TEMPORARY USE PERMIT	\$ 206.00
26516	05/20/2020	PLANNING	PLANNING	BLDING/PLAN REFNDS	REFUND TEMPORARY USE PERMIT	\$ 206.00
26517	05/20/2020	WWTP	WWTP	BSK ASSOCIATES	PERMIT COMPLIANCE LAB	\$ 758.50
26518	05/20/2020	PD	SUPP LAW ENF	CV FORENSIC NURSING SPECIALISTS	VICTIM EXAMINATIONS	\$ 2,000.00
26519	05/20/2020	FINANCE	AIRPORT OPS	CITY OF MADERA	TRANSFER DEPOSIT TO AR ACCT	\$ 225.00
26519	05/20/2020	FINANCE	AIRPORT OPS	CITY OF MADERA	TRANSFER DEPOSIT TO AR ACCT	\$ 200.00

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26520	05/20/2020	CITY ATTORNEY	CITY ATTORNEY	COLANTUONO, HIGHSMITH & WHATLEY	SPECIALIZED LEGAL SERVICES	\$ 754.82
26521	05/20/2020	FINANCE	BUILDING	COMCAST	CITY INTERNET CONNECTION	\$ 66.24
26521	05/20/2020	FINANCE	CITY ADMIN	COMCAST	CITY INTERNET CONNECTION	\$ 18.94
26521	05/20/2020	FINANCE	CITY ATTORNEY	COMCAST	CITY INTERNET CONNECTION	\$ 18.94
26521	05/20/2020	FINANCE	CITY CLERK	COMCAST	CITY INTERNET CONNECTION	\$ 18.94
26521	05/20/2020	FINANCE	CODE ENF	COMCAST	CITY INTERNET CONNECTION	\$ 141.95
26521	05/20/2020	FINANCE	COMM & REC	COMCAST	CITY INTERNET CONNECTION	\$ 94.63
26521	05/20/2020	FINANCE	COMPUTER MAINT	COMCAST	CITY INTERNET CONNECTION	\$ 37.87
26521	05/20/2020	FINANCE	ENGINEERING	COMCAST	CITY INTERNET CONNECTION	\$ 132.49
26521	05/20/2020	FINANCE	FACILITIES MAINT	COMCAST	CITY INTERNET CONNECTION	\$ 28.39
26521	05/20/2020	FINANCE	FINANCE	COMCAST	CITY INTERNET CONNECTION	\$ 104.10
26521	05/20/2020	FINANCE	FLEET MAINT	COMCAST	CITY INTERNET CONNECTION	\$ 18.94
26521	05/20/2020	FINANCE	GRANT OVERSIGHT	COMCAST	CITY INTERNET CONNECTION	\$ 37.87
26521	05/20/2020	FINANCE	HR - RISK MGT	COMCAST	CITY INTERNET CONNECTION	\$ 37.87
26521	05/20/2020	FINANCE	PARKS	COMCAST	CITY INTERNET CONNECTION	\$ 47.30
26521	05/20/2020	FINANCE	PARKS ADMIN	COMCAST	CITY INTERNET CONNECTION	\$ 37.85
26521	05/20/2020	FINANCE	PLANNING	COMCAST	CITY INTERNET CONNECTION	\$ 47.32
26521	05/20/2020	FINANCE	PW - STREETS	COMCAST	CITY INTERNET CONNECTION	\$ 47.32
26521	05/20/2020	FINANCE	RECREATION	COMCAST	CITY INTERNET CONNECTION	\$ 56.78
26521	05/20/2020	FINANCE	SEWER OPS	COMCAST	CITY INTERNET CONNECTION	\$ 33.11
26521	05/20/2020	FINANCE	SOLID WASTE	COMCAST	CITY INTERNET CONNECTION	\$ 37.84
26521	05/20/2020	FINANCE	SR CITIZEN	COMCAST	CITY INTERNET CONNECTION	\$ 37.85
26521	05/20/2020	FINANCE	UB - GARBAGE	COMCAST	CITY INTERNET CONNECTION	\$ 30.75
26521	05/20/2020	FINANCE	UB - SEWER	COMCAST	CITY INTERNET CONNECTION	\$ 30.75
26521	05/20/2020	FINANCE	UB - WATER	COMCAST	CITY INTERNET CONNECTION	\$ 61.52
26521	05/20/2020	FINANCE	WATER OPS	COMCAST	CITY INTERNET CONNECTION	\$ 42.58
26521	05/20/2020	FINANCE	WATER QC	COMCAST	CITY INTERNET CONNECTION	\$ 18.94
26521	05/20/2020	FINANCE	WWTP	COMCAST	CITY INTERNET CONNECTION	\$ 28.39
26521	05/20/2020	FINANCE	PAYROLL TRUST	COMCAST	CITY INTERNET CONNECTION	\$ 28.39
26521	05/20/2020	FINANCE	PURCHASING	COMCAST	CITY INTERNET CONNECTION	\$ 28.39
26522	05/20/2020	FINANCE - UB	UB - GARBAGE	CORELOGIC INFORMATION SOL	METROSCAN APRIL 2020	\$ 37.50
26522	05/20/2020	FINANCE - UB	UB - SEWER	CORELOGIC INFORMATION SOL	METROSCAN APRIL 2020	\$ 37.50
26522	05/20/2020	FINANCE - UB	UB - WATER	CORELOGIC INFORMATION SOL	METROSCAN APRIL 2020	\$ 75.00
26523	05/20/2020	PD	MEAS K - PD	DIEBERTS CREATIVE COPY INC	BUSINESS CARDS	\$ 75.78
26524	05/20/2020	FINANCE - UB	UB - GARBAGE	DATAPROSE, LLC	MAY 2020 NEWSLETTER	\$ 295.79

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26524	05/20/2020	FINANCE - UB	UB - SEWER	DATAPROSE, LLC	MAY 2020 NEWSLETTER	\$ 295.79
26524	05/20/2020	FINANCE - UB	UB - WATER	DATAPROSE, LLC	MAY 2020 NEWSLETTER	\$ 591.59
26525	05/20/2020	FIRE	FIRE	DEPT OF FORESTRY AND FIRE	3RD QTR ACTUAL BILLING FY 20/21	\$ 869,719.21
26526	05/20/2020	HR/RISK MGT	INS - RISK MGT	EBIX, INC.	SOFTWARE IMPLEMENTATION	\$ 1,075.00
26527	05/20/2020	CODE ENF	CODE ENF	EPPLER TOWING	TOWING SERVICE	\$ 850.00
26528	05/20/2020	ENGINEERING	LTF - STREETS	FRESNO REPROGRAPHICS	PRINTING SERVICE	\$ 170.26
26529	05/20/2020	GRANTS	INTERMODAL	GUARDIAN WESTERN SWEEPING INC.	APRIL POWER SWEEPING	\$ 284.50
26529	05/20/2020	GRANTS	PARKING DIST OPS	GUARDIAN WESTERN SWEEPING INC.	APRIL POWER SWEEPING	\$ 284.50
26530	05/20/2020	CENTRAL ADMIN	CENTRAL ADMIN	LEAGUE OF CALIFORNIA CITIES	MEMBERSHIP DUES	\$ 10,126.00
26530	05/20/2020	CENTRAL ADMIN	GENERAL	LEAGUE OF CALIFORNIA CITIES	MEMBERSHIP DUES	\$ 10,126.00
26531	05/20/2020	PD	SUPP LAW ENF	MADERA ANIMAL HOSPITAL	VETERINARY SERVICES	\$ 248.16
26532	05/20/2020	FINANCE - UB	PD ADMIN	MADERA COUNTY TREASURER	PARKING PENALTIES MAR 2020	\$ 1,858.00
26533	05/20/2020	PLANNING	PLANNING	MADERA TRIBUNE	AD FOR PUBLIC HEARING	\$ 198.25
26533	05/20/2020	COMM PROMO	COMM PROMO	MADERA TRIBUNE	PRIDE 2020 AD	\$ 1,200.00
26534	05/20/2020	FLEET	CODE ENF	MADERA UNIFIED	MARCH CNG FUEL USAGE	\$ 14.30
26534	05/20/2020	FLEET	ENGINEERING	MADERA UNIFIED	MARCH CNG FUEL USAGE	\$ 5.82
26534	05/20/2020	FLEET	FLEET MOTOR POOL	MADERA UNIFIED	MARCH CNG FUEL USAGE	\$ 11.14
26534	05/20/2020	FLEET	PARKS ADMIN	MADERA UNIFIED	MARCH CNG FUEL USAGE	\$ 190.61
26534	05/20/2020	FLEET	PW - STREETS	MADERA UNIFIED	MARCH CNG FUEL USAGE	\$ 163.79
26534	05/20/2020	FLEET	SEWER OPS	MADERA UNIFIED	MARCH CNG FUEL USAGE	\$ 6.66
26535	05/20/2020	IS	COMPUTER MAINT	NORTHWIND VENTURES, INC.	MANAGE ENGINE MAINTENANCE	\$ 4,786.95
26536	05/20/2020	WATER QC	WATER CONS	OTP- REBATES	TURF REPLACEMENT REBATE	\$ 756.00
26537	05/20/2020	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	04/20 SERVICE 5225647713-5	\$ 15.77
26537	05/20/2020	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	04/20 SERVICE 1598348280-1	\$ 53.69
26537	05/20/2020	FINANCE	PD ADMIN	PACIFIC GAS & ELECTRIC	04/20 SERVICE 1715785853-5	\$ 1,004.67
26538	05/20/2020	FINANCE	PARKS ADMIN	OTP- PARKS REFUNDS	CLASS CANCELLATION REFUND	\$ 5.00
26538	05/20/2020	FINANCE	RECREATION	OTP- PARKS REFUNDS	CLASS CANCELLATION REFUND	\$ 50.00
26539	05/20/2020	PD	SUPP LAW ENF	PECK'S PRINTERY	NOTICE TO APPEAR BOOKS	\$ 942.86
26540	05/20/2020	FINANCE	FINANCE	PHOENIX GROUP INFO SYS	MARCH 2020 CITATIONS	\$ 355.90
26541	05/20/2020	PW ADMIN	AIRPORT OPS	PRAXAIR DISTRIBUTION, INC.	CYLINDER DEMURRAGE	\$ 49.26
26541	05/20/2020	PW ADMIN	DRAINAGE	PRAXAIR DISTRIBUTION, INC.	CYLINDER DEMURRAGE	\$ 147.78
26541	05/20/2020	PW ADMIN	FLEET MAINT	PRAXAIR DISTRIBUTION, INC.	CYLINDER DEMURRAGE	\$ 73.89
26541	05/20/2020	PW ADMIN	SEWER OPS	PRAXAIR DISTRIBUTION, INC.	CYLINDER DEMURRAGE	\$ 73.88
26541	05/20/2020	PW ADMIN	WATER OPS	PRAXAIR DISTRIBUTION, INC.	CYLINDER DEMURRAGE	\$ 147.78
26541	05/20/2020	PW ADMIN	WWTP	PRAXAIR DISTRIBUTION, INC.	CYLINDER DEMURRAGE	\$ 73.89

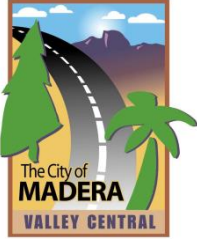
CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
26542	05/20/2020	PD	PD ADMIN	PREFERRED ALLIANCE, INC	NON-RANDOM TESTS	\$ 42.00
26543	05/20/2020	FINANCE	FINANCE	SHRED-IT USA-FRESNO	SHREDDING SERVICE FOR BUSINESS LICENSE	\$ 651.45
26544	05/20/2020	PD	GENERAL	SJVAPCD	20/21 ANNUAL PERMIT TO OPERATE	\$ 577.00
26545	05/20/2020	WWTP	WWTP	TERRAFORM POWER, LLC.	APRIL 2020 ELECTRIC UTILITIES	\$ 27,285.60
26546	05/20/2020	PURCHASING	AIRPORT OPS	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 05/01 - 05/10/20	\$ 219.73
26546	05/20/2020	PURCHASING	BUILDING	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 05/01 - 05/10/20	\$ 20.20
26546	05/20/2020	PURCHASING	DRAINAGE	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 05/01 - 05/10/20	\$ 268.25
26546	05/20/2020	PURCHASING	ENGINEERING	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 05/01 - 05/10/20	\$ 50.36
26546	05/20/2020	PURCHASING	FACILITIES MAINT	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 05/01 - 05/10/20	\$ 199.23
26546	05/20/2020	PURCHASING	FLEET MAINT	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 05/01 - 05/10/20	\$ 50.41
26546	05/20/2020	PURCHASING	FLEET MOTOR POOL	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 05/01 - 05/10/20	\$ 13.68
26546	05/20/2020	PURCHASING	GRAFFITI ABATE	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 05/01 - 05/10/20	\$ 23.51
26546	05/20/2020	PURCHASING	LMD	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 05/01 - 05/10/20	\$ 37.38
26546	05/20/2020	PURCHASING	PARKS	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 05/01 - 05/10/20	\$ 525.30
26546	05/20/2020	PURCHASING	PD ADMIN	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 05/01 - 05/10/20	\$ 1,746.88
26546	05/20/2020	PURCHASING	PW - STREETS	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 05/01 - 05/10/20	\$ 125.07
26546	05/20/2020	PURCHASING	SEWER OPS	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 05/01 - 05/10/20	\$ 198.47
26546	05/20/2020	PURCHASING	STREET CLEANING	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 05/01 - 05/10/20	\$ 302.70
26546	05/20/2020	PURCHASING	TRANS - FIXED	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 05/01 - 05/10/20	\$ 848.33
26546	05/20/2020	PURCHASING	TRANS - DAR	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 05/01 - 05/10/20	\$ 771.87
26546	05/20/2020	PURCHASING	WATER OPS	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 05/01 - 05/10/20	\$ 439.08
26546	05/20/2020	PURCHASING	WATER QC	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 05/01 - 05/10/20	\$ 131.03
26547	05/20/2020	PD	PD ADMIN	TRANSUNION RISK & ALT	DATABASE ACCESS APRIL 2020	\$ 198.00
26548	05/20/2020	ENGINEERING	ACTIVE TRANS	TRUXELL & VALENTINO	CONSTRUCTION OF FRESNO RIVER TRAIL	\$ 40,764.53
26548	05/20/2020	ENGINEERING	FAU - PARKS	TRUXELL & VALENTINO	CONSTRUCTION OF FRESNO RIVER TRAIL	\$ 32,136.98
26548	05/20/2020	ENGINEERING	MEAS T - ENVIRO	TRUXELL & VALENTINO	CONSTRUCTION OF FRESNO RIVER TRAIL	\$ 9,501.01
26549	05/20/2020	FINANCE - UB	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 145.70
26550	05/20/2020	FINANCE - UB	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING DEPOSIT REFUND	\$ 48.47
26551	05/20/2020	FINANCE - UB	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 55.58
26552	05/20/2020	FINANCE - UB	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 596.22
26553	05/20/2020	FINANCE - UB	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 232.08
26554	05/20/2020	FINANCE - UB	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 212.91
26555	05/20/2020	FINANCE - UB	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 121.60
26556	05/20/2020	FINANCE - UB	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 249.27
26557	05/20/2020	FINANCE - UB	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 218.50

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
26558	05/20/2020	FINANCE - UB	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING DEPOSIT REFUND	\$ 57.63
26559	05/20/2020	FINANCE - UB	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING DEPOSIT REFUND	\$ 34.87
26560	05/20/2020	FINANCE - UB	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 197.63
26561	05/20/2020	FINANCE - UB	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 206.74
26562	05/20/2020	FINANCE - UB	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 142.01
26563	05/20/2020	FINANCE - UB	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 220.88
26564	05/20/2020	FINANCE - UB	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 155.87
26565	05/20/2020	FINANCE - UB	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 118.04
26566	05/20/2020	FINANCE - UB	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING DEPOSIT REFUND	\$ 44.38
26567	05/20/2020	FINANCE - UB	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING DEPOSIT REFUND	\$ 173.33
26568	05/20/2020	FINANCE - UB	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 186.17
26569	05/20/2020	FINANCE - UB	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 38.24
26570	05/20/2020	FINANCE - UB	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 87.91
26571	05/20/2020	FINANCE - UB	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 155.15
26572	05/20/2020	FINANCE - UB	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 161.61
26573	05/20/2020	FINANCE - UB	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 193.96
26574	05/20/2020	FINANCE - UB	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 203.99
26575	05/20/2020	FINANCE - UB	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 214.15
26576	05/20/2020	FINANCE - UB	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 139.48
26577	05/20/2020	FINANCE - UB	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 189.71
26578	05/20/2020	FINANCE - UB	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING DEPOSIT REFUND	\$ 29.71
26579	05/20/2020	FINANCE - UB	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 213.87
26580	05/20/2020	FINANCE - UB	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 201.91
26581	05/20/2020	FINANCE - UB	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 180.50
26582	05/20/2020	FINANCE - UB	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 212.63
26583	05/20/2020	FINANCE - UB	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 231.52
26584	05/20/2020	FINANCE - UB	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 192.84
26585	05/20/2020	FINANCE - UB	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 158.19
26586	05/20/2020	FINANCE - UB	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 114.36
26587	05/20/2020	FINANCE - UB	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING DEPOSIT REFUND	\$ 95.50
26588	05/20/2020	FINANCE - UB	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING DEPOSIT REFUND	\$ 101.13
26589	05/20/2020	FINANCE - UB	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 132.53
26590	05/20/2020	FINANCE - UB	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 23.31
26591	05/20/2020	FINANCE - UB	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 140.27
26592	05/20/2020	FINANCE - UB	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 216.23

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
26593	05/20/2020	FINANCE - UB	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING DEPOSIT REFUND	\$ 108.64
26594	05/20/2020	FINANCE - UB	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 232.08
26595	05/20/2020	FINANCE - UB	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 130.56
26596	05/20/2020	FINANCE - UB	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 228.01
26597	05/20/2020	FINANCE - UB	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 208.78
26598	05/20/2020	FINANCE - UB	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 143.47
26599	05/20/2020	FINANCE - UB	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 232.08
26600	05/20/2020	FINANCE - UB	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 232.08
26601	05/20/2020	ENGINEERING	LTF- PARKS	UNION PACIFIC RAILROAD CO.	PLAN REVIEW, PK-08	\$ 1,410.28
26602	05/20/2020	PD	SUPP LAW ENF	ZEE MEDICAL SERVICE CO.	SUPPLIES	\$ 56.16
26603	05/20/2020	ENGINEERING	ARTERIAL - COLL	DMP DEVELOPMENT CORP.	REIMB FOR GARY LANE ST IMPROVEMENTS	\$ 55,623.09

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

**\$ 1,963,981.71**



**REPORT TO CITY COUNCIL**

**Approved by:**

*Arnoldo Rodriguez*  
Arnoldo Rodriguez, City Manager

**Council Meeting of:** June 3, 2020

**Agenda Number:**         B-2        

**SUBJECT:**

Informational Report on Contract City Attorney Service Expenditures

**RECOMMENDATION:**

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

**SUMMARY:**

The purpose of this report is to provide the Council an informational monthly update on expenditures for contract City Attorney services.

**DISCUSSION:**

The following information summarizes billings paid for services formerly performed by the City's in-house City Attorney. If there is additional information Council desires to see in future iterations of this report, please advise and staff will make the requested changes.

**Firm:** *Liebert Cassidy Whitmore*

Billing Period: April 2020

<i>Matter</i>	Charges	
	April 2020	Fiscal Year-to-Date
Tort Liability Claim/Grievance (Personnel related)	\$0.00	\$1,236.00
SB 1421 Requests	\$0.00	\$287.00
<b>Total</b>	<b>\$0.00</b>	<b>\$1,523.00</b>

**Firm: Madera County District Attorney's Office**

Billing Period: No bills received to date for FY 2019-20

**Firm: Colantuono, Highsmith & Whatley, PC**

Billing Period: April 2020

<i>Matter</i>	Charges	
	April 2020	Fiscal Year-to-Date
Pending Litigation	\$754.82	\$17,417.53
<b>Total</b>	<b>\$754.82</b>	<b>\$17,417.53</b>

**Firm: Montoy Law**

Billing Period: April 2020

<i>Matter</i>	Charges	
	March 2020	Fiscal Year-to-Date
General Legal Review/Advice	\$493.50	\$15,967.50
City Clerk	\$5,992.50	\$9,846.50
Attendance at Council Meetings & Advice on Same	\$3,360.50	\$18,916.50
City Council Requests for Information/Research		\$4,089.00
City Manager	\$470.00	\$8,698.00
Review and Advice on Agreements	\$2,773.00	\$40,625.00
Public Records Act Matters		\$27,330.50
Real Estate Transactions		\$456.00
Planning	\$752.00	\$14,226.00
Finance	\$47.00	\$7,514.00
Successor Agency		\$2,314.50
Public Works/Engineering	\$1,809.50	\$12,479.00
Grand Jury		\$1,021.00
Litigation	\$3,078.00	\$98,459.04
Personnel/Payroll		\$495.00
Municipal Code Enforcement		\$855.00
Police Department - General		\$211.50
Pitchess Motion (Peace Officer Personnel Records)		\$0.00
Ordinances	\$3,313.50	\$9,071.00
Discounted Hours	-\$1,104.50	-\$6,567.00
<b>Total</b>	<b>\$20,985.00</b>	<b>\$266,008.04</b>

**Firm: Law Office of Gregory L. Myers**

Billing Period: April 2020

Matter	Charges	
	April 2020	Fiscal Year-to-Date
Pending Litigation	\$0.00	\$477.00
<b>Total</b>	<b>\$0.00</b>	<b>\$477.00</b>

**FINANCIAL IMPACT:**

For FY 2019/20, Council entered into an agreement for a contract service delivery model going forward effective August 8, 2019. When the FY 2019/20 operating budget was originally adopted, the City Attorney Department Budget was proposed similar to FY 2018/19 as the long-term service delivery model was not yet known. The Finance Department calculated charges-to-date as of the change in service deliver model to contracting out and collapsed the remaining funds into the contracted legal services line item. Examples of charges incurred to individual line items prior to the change would be costs associated with the recruitment and Request for Proposals process, janitorial services for the space formerly occupied by City Attorney staff, and other similar charges typically split amongst City Hall departments by their square footage portion of the building.

Based on this adjustment, the Contracted Legal Services line item budget for City Attorney services in FY 2019/20 is \$373,291.50. Expenditures YTD actual is \$279,672.57 with \$62,813.00 remaining funds available in this line item.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**

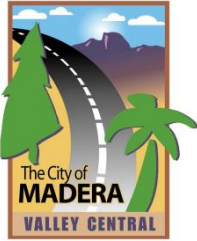
The information contained herein is not addressed by the Vision Madera 2025 plan, nor is the information in conflict with that plan.

**ALTERNATIVES:**

This report is for informational purposes only.

**ATTACHMENTS:**

None



**REPORT TO CITY COUNCIL**

**Approved by:**

*Wendy Silva*

Wendy Silva, Director of Human Resources

*Arnoldo Rodriguez*

Arnoldo Rodriguez, City Manager

**Council Meeting of:** June 3, 2020

**Agenda Number:** B-3

**SUBJECT:**

Informational Report on Personnel Activity

**RECOMMENDATION:**

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

**SUMMARY:**

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

**DISCUSSION:**

The Civil Service Commission met May , 2020 via Zoom and approved an Eligibility List for the following classification:

- Assistant Engineer

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

<b>Table 1: New Hires</b>				
<i>Name</i>	<i>Position</i>	<i>Department</i>	<i>Status*</i>	<i>Effective Date</i>
Les Jorgensen (Re-Hire)	Special Transportation Projects – Licensed Engineer	Engineering	PT	4/27/20

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

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

<b>Table 2: Promotions, Transfers, or Assignment Changes</b>			
<i>Name</i>	<i>Old Position</i>	<i>New Position</i>	<i>Effective Date</i>
Isabel Escobar	Program Leader II (Parks & Community Services)	Engineering Intern	3/23/20
Brandon McDonald	Facility Aide (Parks & Community Services)	Custodian (Transit Facility)	3/26/20
Priscilla Ramirez	Police Officer I	Police Officer II	4/6/20
Olga Saucedo-Garcia	Recreation/Community Programs Coordinator	Temporary assignment to the Planning Department to provide administrative support and assistance	4/6/20
John Rosel	Police Corporal (temporary out-of-class)	Police Corporal	4/11/20
Mark Adams	Police Sergeant (temporary out-of-class)	Police Sergeant	4/11/20
Javier Valdez	Maintenance Technician (Public Works – Streets)	Public Works Maintenance Lead Worker (Streets)	4/27/20
Cole Scroggins	Electrician III	Electrical & Facilities Operations Manager	4/27/20
Phil Johnson	Electrical & Facilities Operations Manager	Lead Electrician	4/27/20
Rosa Hernandez	Accounting Technician III	Administrative Analyst (Finance)	4/27/20
Manuel Macias	Maintenance Technician (Public Works – Streets)	Public Works Maintenance Lead Worker (Streets)	5/23/20
Martin Rios	Water System Worker I	Water System Worker II	5/23/20
David Huff	Recreation/Community Programs Supervisor	Program Manager – Grants (temporary out-of-class)	5/26/20

The following employees separated from employment since our last report.

<b>Table 3: Separations</b>				
<i>Name</i>	<i>Position</i>	<i>Department</i>	<i>Status*</i>	<i>Effective Date</i>
Paul Stroemer	Public Works Maintenance Worker II	Public Works – Streets Division	FT	4/17/20
Mona Gonzalez	Accounting Technician I	Finance – Utility Billing	PT	4/17/20
Claude Hammond	Public Works Maintenance Lead Worker	Public Works – Streets Division	FT	4/27/20
Marcello Ayers	Public Works Maintenance Worker I	Public Works – Water Conservation	PT	4/27/20

**Table 3: Separations**

<i>Position</i>	<i>Department</i>	<i>Status*</i>	<i>Effective Date</i>	<i>Effective Date</i>
Nicholas Rangel	Park Aide	Parks & Community Services – Parks Maintenance	PT	5/1/20
Brandon Garcia	Water System Worker II	Public Works – Water Distribution/Maintenance	FT	5/4/20
Jorge Rojas	Program Manager – Grants	Grants	FT	5/7/20
Jim Howell	Public Works Operations Director	Public Works	PT	5/20/20

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

**FINANCIAL IMPACT:**

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

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**

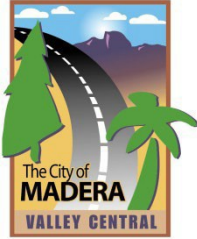
The information contained herein is not addressed by the Vision Madera 2025 plan, nor is the information in conflict with that plan.

**ALTERNATIVES:**

This report is for informational purposes only.

**ATTACHMENTS:**

None



## REPORT TO CITY COUNCIL

Approved by:

Handwritten signature of Keith Helmuth in blue ink.

Keith Helmuth, Department Director

Handwritten signature of Arnaldo Rodriguez in blue ink.

Arnaldo Rodriguez, City Manager

Council Meeting of: June 3, 2020

Agenda Number: B-4

### SUBJECT:

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

### RECOMMENDATION:

Adopt a Minute Order Approving a Corrected Exhibit A for Resolution No. 20-36 regarding the Project List for Fiscal Year 2020/21 Funded by Senate Bill (SB1) Road Maintenance and Rehabilitation Account (RMRA) – Local Streets and Roads Funding Program.

### SUMMARY:

On March 18, 2020, Council approved Resolution No. 20-36 adopting the City of Madera Project List for FY 2020/21 Fund SB1 RMRA – Local Streets and Roads Program. Subsequent to the Council meeting, staff discovered a clerical error on both the preconstruction and construction dates for the locations listed on Exhibit A of the resolution. Upon discovery of the clerical error, staff consulted with the City Attorney and concluded that this matter should be brought to Council for corrective action. Thus, this item is to correct the error for the dates replacing January 2020 and June 2020 with October 2020 to July 2021, respectively.

### FINANCIAL IMPACT:

There is no fiscal impact to the City's General Fund. The project is funded by revenues generated by the SB 1 RMRA.

### CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

*Strategy 126* - This project supports this strategy by providing clean, attractive streets that are safe and aesthetically pleasing. The requested action is for improvement of infrastructure and is not in conflict with any of the other actions of goals contained in the plan.

**ALTERNATIVES:**

If Council does not approve the minute order adding the correct Exhibit A to Resolution 20-36, the Project List may become ineligible for SB 1 RMRA funds

**ATTACHMENTS:**

1. Resolution No. 20-36
2. Revised Exhibit A to Resolution 20-36

**ATTACHMENT 1**

Resolution 20-36

**RESOLUTION NO. 20-36**

**RESOLUTION ADOPTING THE CITY OF MADERA PROJECT LIST FOR  
FISCAL YEAR (FY) 2020/21 FUNDED BY THE SENATE BILL (SB 1)  
ROAD MAINTENANCE AND REHABILITATION ACCOUNT (RMRA) –  
LOCAL STREETS AND ROADS FUNDING PROGRAM**

**WHEREAS**, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 in order to address the significant multi-modal transportation funding shortfalls statewide; and

**WHEREAS**, SB 1 includes accountability and transparency provisions that will ensure the residents of the City of Madera are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

**WHEREAS**, the City of Madera must adopt by resolution a list of all projects proposed to receive funding from the RMRA, created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

**WHEREAS**, the City of Madera, will receive an estimated \$1,250,000 in RMRA funding in FY 2020/2021 from SB 1; and

**WHEREAS**, this is the fourth year in which the City of Madera is receiving SB 1 funding and will enable the City of Madera to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing of aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

**WHEREAS**, the City of Madera used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most cost-effective projects that also meet the community's priorities for transportation investment; and

**WHEREAS**, the funding from SB 1 will help the City of Madera maintain and rehabilitate various streets/roads throughout the City of Madera this year and hundreds of similar projects into the future; and

**WHEREAS**, the 2016 California Statewide Local Streets and Roads Needs Assessment found that the City of Madera's streets and roads are in an "at-risk" condition and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into an improved condition; and

**WHEREAS**, the average motorist pays more than \$700 a year in added repair costs for their vehicle because of the poor condition of our roads while a recent study by the American

Road and Transportation Builders Association (ARTBA) found transportation improvements from SB 1 will bring annual savings of nearly \$300 per household; and

**WHEREAS**, if the Legislature and Governor failed to act, city streets and county roads would have continued to deteriorate, having many and varied negative impacts on our community; and

**WHEREAS**, maintaining and preserving the local street and road system in good condition will reduce drive times and traffic congestion, improve bicycle safety, and make the pedestrian experience safer and more appealing, which leads to reduce vehicle emissions helping the State achieve its air quality and greenhouse gas emissions reductions goals; and

**WHEREAS**, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits citywide.

**NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND** by the City Council of the City of Madera, State of California, as follows:

1. The foregoing recitals are true and correct.
2. The City Council approves the FY 2020/2021 SB 1 Project List planned to be funded with RMRA revenues attached in Exhibit A.
3. This resolution is effective immediately upon adoption.

\* \* \* \* \*

PASSED AND ADOPTED by the City Council of the City of Madera this 18<sup>th</sup> day of March 2020 by the following vote:

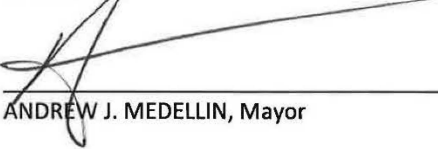
AYES: Mayor Medellin, Council Members Garcia, Gallegos, Rodriguez, Montes, Robinson, Holley.

NOES: None.

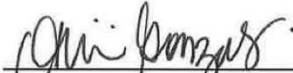
ABSTENTIONS: None.

ABSENT: None.

APPROVED:

  
\_\_\_\_\_  
ANDREW J. MEDELLIN, Mayor

ATTEST:

  
\_\_\_\_\_  
ALICIA GONZALES, City Clerk

**EXHIBIT A**  
**SB 1 (RMRA) Seals/Overlays 2020/21**

Agency Name	County	Project Title	Project Description	Project Location	From	To	Pre-Construction	Construction	Useful Life Minimum (yr)	Useful Life Maximum (yr)
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Colombard Dr	Pecan	Gary Ln	Jan-20	Jun-20	5	10
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Colombard Dr	Gary Ln	Madrid	Jan-20	Jun-20	5	10
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Seneca Dr	Pecan	Gary Ln	Jan-20	Jun-20	5	10
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Seneca Dr	Gary Ln	Madrid	Jan-20	Jun-20	5	10
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Concord	Helena	Gary Ln	Jan-20	Jun-20	5	10
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Concord	Gary Ln	Madrid	Jan-20	Jun-20	5	10
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Helena	Monterey	Seneca	Jan-20	Jun-20	5	10
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Madrid	Monterey	Colombard Dr	Jan-20	Jun-20	5	10
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Concord Ct	Pecan	End	Jan-20	Jun-20	5	10
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Oakridge Dr	Almond	Quady Ln	Jan-20	Jun-20	5	10
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Quady Ln	Cosentino	Goosecross	Jan-20	Jun-20	5	10
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	St Montelena Dr	Cosentino	Goosecross	Jan-20	Jun-20	5	10
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	St Michelle Dr	Stadium Rd	Cosentino	Jan-20	Jun-20	5	10
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	St Michelle Dr	Cosentino	Goosecross	Jan-20	Jun-20	5	10
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	St Jueien Dr	Goosecross	End	Jan-20	Jun-20	5	10
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Chatom Wy	End	Ficklin Dr	Jan-20	Jun-20	5	10
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Ficklin Dr	End	Goosecross	Jan-20	Jun-20	5	10
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Cosentino	Flicklin Dr	End	Jan-20	Jun-20	5	10
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Cosentino	St Michelle Dr	End	Jan-20	Jun-20	5	10
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Cosentino	St Michelle Dr	Quady Ln	Jan-20	Jun-20	5	10
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	St Montelena Ct	Monterey	End	Jan-20	Jun-20	5	10
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Papaya	Almond	Grape	Jan-20	Jun-20	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Grape	Papaya	Kiwi	Jan-20	Jun-20	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Kiwi	Grape	Almond	Jan-20	Jun-20	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Pear	Almond	Kiwi	Jan-20	Jun-20	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Pear Ct	Pear	End	Jan-20	Jun-20	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Kiwi	Almond	Mandarin	Jan-20	Jun-20	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Blue Berry Ln	Almond	Mandarin	Jan-20	Jun-20	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Pear	Almond	Apple	Jan-20	Jun-20	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Hacienda	N of Apple	Coconut	Jan-20	Jun-20	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Coconut	Persimmon	Hacienda	Jan-20	Jun-20	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Persimmon	Coconut	Pomergranite	Jan-20	Jun-20	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Pomergranite	Knox	Hacienda	Jan-20	Jun-20	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Apple st	Hacienda	Pear	Jan-20	Jun-20	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Apple Ct	Hacienda	End	Jan-20	Jun-20	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Peach St	End	Peach St	Jan-20	Jun-20	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Peach St	Peach Ct	Cherry St	Jan-20	Jun-20	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Cherry St	Peach	Knox	Jan-20	Jun-20	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Est	10th	14th	Jan-20	Jun-20	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Podres	Lily	Drysdale	Jan-20	Jun-20	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Drysdale	Koufax	Sunrise	Jan-20	Jun-20	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Koufax	Lily	Drysdale	Jan-20	Jun-20	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Fairway	Westberry	Hillsboro	Jan-20	Jun-20	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Larrete	Fairfield	Fairway	Jan-20	Jun-20	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Penny	Fairfield	Fairway	Jan-20	Jun-20	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Mandanna	Fairway	Mateo	Jan-20	Jun-20	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Mateo	Mandanna	Hillsboro	Jan-20	Jun-20	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Fairfield	Westberry	Hillsboro	Jan-20	Jun-20	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Hollow	Westberry	Tiburon	Jan-20	Jun-20	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Tiburon	Fairfield	Hampton	Jan-20	Jun-20	3	7

**EXHIBIT A**  
**SB 1 (RMRA) Seals/Overlays 2020/21**

Agency Name	County	Project Title	Project Description	Project Location	From	To	Pre-Construction	Construction	Useful Life Minimum (yr)	Useful Life Maximum (yr)
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Kenton	Fairfield	Hampton	Jan-20	Jun-20	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Hillsboro	Fairway	Hampton	Jan-20	Jun-20	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Hampton Dr	Hillboro	End	Jan-20	Jun-20	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Ellis	E of Lake@Transition	Merced	Jan-20	Jun-20	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Ellis	Merced	County Rd	Jan-20	Jun-20	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Ellis	County Rd	Chapin	Jan-20	Jun-20	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	D st	Adell	Sherwood	Jan-20	Jun-20	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Westberry	Kennedy	Cleveland	Jan-20	Jun-20	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Westberry	Fairway	S End	Jan-20	Jun-20	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Pecan	Pine	City Limit	Jan-20	Jun-20	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	lake	6th	Clinton	Jan-20	Jun-20	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Schnoor Ave	Ironwood Way	Kennedy St.	Jan-20	Jun-20	5	10
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Sunrise Ave	B STREET	LAKE ST	Jan-20	Jun-20	5	10
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Sunrise Ave	Lake St	Roosevelt Ave	Jan-20	Jun-20	5	10
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Sunrise Ave	Roosevelt Ave	Adelaide st	Jan-20	Jun-20	5	10
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Sunrise Ave	Adelaide st	Lilly St	Jan-20	Jun-20	5	10
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Stadium Road	Gamary	W Olive Ave	Jan-20	Jun-20	5	10
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Sunset Ave	Doubletree Way	Sundance Lane	Jan-20	Jun-20	5	10
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of an overlay	Rotan	South of Howard	End	Jan-20	Jun-20	8	15

**Attachment 2**

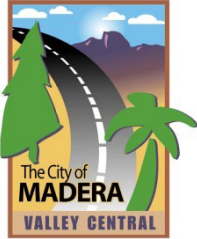
Revised Exhibit A to  
Resolution 20-36

**EXHIBIT A**  
**SB 1 (RMRA) Seals/Overlays 2020/21**

Agency Name	County	Project Title	Project Description	Project Location	From	To	Pre-Construction	Construction	Useful Life Minimum (yr)	Useful Life Maximum (yr)
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2020/21	Road maintenance by application of a surface seal	Colombard Dr	Pecan	Gary Ln	Oct-20	Jul-21	5	10
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2020/21	Road maintenance by application of a surface seal	Colombard Dr	Gary Ln	Madrid	Oct-20	Jul-21	5	10
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2020/21	Road maintenance by application of a surface seal	Seneca Dr	Pecan	Gary Ln	Oct-20	Jul-21	5	10
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2020/21	Road maintenance by application of a surface seal	Seneca Dr	Gary Ln	Madrid	Oct-20	Jul-21	5	10
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2020/21	Road maintenance by application of a surface seal	Concord	Helena	Gary Ln	Oct-20	Jul-21	5	10
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2020/21	Road maintenance by application of a surface seal	Concord	Gary Ln	Madrid	Oct-20	Jul-21	5	10
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2020/21	Road maintenance by application of a surface seal	Helena	Monterey	Seneca	Oct-20	Jul-21	5	10
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2020/21	Road maintenance by application of a surface seal	Madrid	Monterey	Colombard Dr	Oct-20	Jul-21	5	10
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2020/21	Road maintenance by application of a surface seal	Concord Ct	Pecan	End	Oct-20	Jul-21	5	10
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2020/21	Road maintenance by application of a surface seal	Oakridge Dr	Almond	Quady Ln	Oct-20	Jul-21	5	10
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2020/21	Road maintenance by application of a surface seal	Quady Ln	Cosentino	Goosecross	Oct-20	Jul-21	5	10
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2020/21	Road maintenance by application of a surface seal	St Montelena Dr	Cosentino	Goosecross	Oct-20	Jul-21	5	10
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2020/21	Road maintenance by application of a surface seal	St Michelle Dr	Stadium Rd	Cosentino	Oct-20	Jul-21	5	10
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2020/21	Road maintenance by application of a surface seal	St Michelle Dr	Cosentino	Goosecross	Oct-20	Jul-21	5	10
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2020/21	Road maintenance by application of a surface seal	St Jueien Dr	Goosecross	End	Oct-20	Jul-21	5	10
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2020/21	Road maintenance by application of a surface seal	Chatom Wy	Gary Ln	Ficklin Dr	Oct-20	Jul-21	5	10
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2020/21	Road maintenance by application of a surface seal	Ficklin Dr	End	Goosecross	Oct-20	Jul-21	5	10
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2020/21	Road maintenance by application of a surface seal	Cosentino	Flicklin Dr	End	Oct-20	Jul-21	5	10
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2020/21	Road maintenance by application of a surface seal	Cosentino	St Michelle Dr	End	Oct-20	Jul-21	5	10
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2020/21	Road maintenance by application of a surface seal	Cosentino	St Michelle Dr	Quady Ln	Oct-20	Jul-21	5	10
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2020/21	Road maintenance by application of a surface seal	St Montelena Ct	Monterey	End	Oct-20	Jul-21	5	10
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2020/21	Road maintenance by application of a surface seal	Papaya	Almond	Grape	Oct-20	Jul-21	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2020/21	Road maintenance by application of a surface seal	Grape	Papaya	Kiwi	Oct-20	Jul-21	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2020/21	Road maintenance by application of a surface seal	kiwi	Grape	Almond	Oct-20	Jul-21	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2020/21	Road maintenance by application of a surface seal	Pear	Almond	Kiwi	Oct-20	Jul-21	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2020/21	Road maintenance by application of a surface seal	Pear Ct	Pear	End	Oct-20	Jul-21	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2020/21	Road maintenance by application of a surface seal	Kiwi	Almond	Mandarin	Oct-20	Jul-21	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2020/21	Road maintenance by application of a surface seal	Blue Berry Ln	Almond	Mandarin	Oct-20	Jul-21	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2020/21	Road maintenance by application of a surface seal	Pear	Almond	Apple	Oct-20	Jul-21	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2020/21	Road maintenance by application of a surface seal	Hacienda	N of Apple	Coconut	Oct-20	Jul-21	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2020/21	Road maintenance by application of a surface seal	Coconut	Persimmon	Hacienda	Oct-20	Jul-21	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2020/21	Road maintenance by application of a surface seal	Persimmon	Coconut	Pomergranite	Oct-20	Jul-21	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2020/21	Road maintenance by application of a surface seal	Pomergranite	Knox	Hacienda	Oct-20	Jul-21	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2020/21	Road maintenance by application of a surface seal	Apple st	Hacienda	Pear	Oct-20	Jul-21	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2020/21	Road maintenance by application of a surface seal	Apple Ct	Hacienda	End	Oct-20	Jul-21	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2020/21	Road maintenance by application of a surface seal	Peach Ct	Peach St	End	Oct-20	Jul-21	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2020/21	Road maintenance by application of a surface seal	Peach St	Peach Ct	Cherry St	Oct-20	Jul-21	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2020/21	Road maintenance by application of a surface seal	Cherry St	Peach	Knox	Oct-20	Jul-21	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2020/21	Road maintenance by application of a surface seal	E st	10th	14th	Oct-20	Jul-21	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2020/21	Road maintenance by application of a surface seal	Podres	Lilly	Drysdale	Oct-20	Jul-21	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2020/21	Road maintenance by application of a surface seal	Drysdale	Koufax	Sunrise	Oct-20	Jul-21	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2020/21	Road maintenance by application of a surface seal	Koufax	Lilly	Drysdale	Oct-20	Jul-21	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2020/21	Road maintenance by application of a surface seal	Fairway	Westberry	Hillsboro	Oct-20	Jul-21	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2020/21	Road maintenance by application of a surface seal	Larrete	Fairfield	Fairway	Oct-20	Jul-21	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2020/21	Road maintenance by application of a surface seal	Penny	Fairfield	Fairway	Oct-20	Jul-21	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2020/21	Road maintenance by application of a surface seal	Mandanna	Fairway	Mateo	Oct-20	Jul-21	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2020/21	Road maintenance by application of a surface seal	Mateo	Mandanna	Hillsboro	Oct-20	Jul-21	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2020/21	Road maintenance by application of a surface seal	Fairfield	Westberry	Hillsboro	Oct-20	Jul-21	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2020/21	Road maintenance by application of a surface seal	Hollow	Westberry	Tiburon	Oct-20	Jul-21	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2020/21	Road maintenance by application of a surface seal	Tiburon	Fairfield	Hampton	Oct-20	Jul-21	3	7

**EXHIBIT A**  
**SB 1 (RMRA) Seals/Overlays 2020/21**

Agency Name	County	Project Title	Project Description	Project Location	From	To	Pre-Construction	Construction	Useful Life Minimum (yr)	Useful Life Maximum (yr)
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2020/21	Road maintenance by application of a surface seal	Kenton	Fairfield	Hampton	Oct-20	Jul-21	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2020/21	Road maintenance by application of a surface seal	Hillsboro	Fairway	Hampton	Oct-20	Jul-21	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2020/21	Road maintenance by application of a surface seal	Hampton Dr	Hillboro	End	Oct-20	Jul-21	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2020/21	Road maintenance by application of a surface seal	Ellis	E of Lake@Transition	Merced	Oct-20	Jul-21	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2020/21	Road maintenance by application of a surface seal	Ellis	Merced	County Rd	Oct-20	Jul-21	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2020/21	Road maintenance by application of a surface seal	Ellis	County Rd	Chapin	Oct-20	Jul-21	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2020/21	Road maintenance by application of a surface seal	D st	Adell	Sherwood	Oct-20	Jul-21	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2020/21	Road maintenance by application of a surface seal	Westberry	Kennedy	Cleveland	Oct-20	Jul-21	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2020/21	Road maintenance by application of a surface seal	Westberry	Fairway	S End	Oct-20	Jul-21	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2020/21	Road maintenance by application of a surface seal	Pecan	Pine	City Limit	Oct-20	Jul-21	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2020/21	Road maintenance by application of a surface seal	lake	6th	Clinton	Oct-20	Jul-21	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2020/21	Road maintenance by application of a surface seal	Schnoor Ave	Ironwood Way	Kennedy St.	Oct-20	Jul-21	5	10
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2020/21	Road maintenance by application of a surface seal	Sunrise Ave	B STREET	LAKE ST	Oct-20	Jul-21	5	10
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2020/21	Road maintenance by application of a surface seal	Sunrise Ave	Lake St	Roosevelt Ave	Oct-20	Jul-21	5	10
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2020/21	Road maintenance by application of a surface seal	Sunrise Ave	Roosevelt Ave	Adelaide st	Oct-20	Jul-21	5	10
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2020/21	Road maintenance by application of a surface seal	Sunrise Ave	Adelaide st	Lilly St	Oct-20	Jul-21	5	10
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2020/21	Road maintenance by application of a surface seal	Stadium Road	Gamary	W Olive Ave	Oct-20	Jul-21	5	10
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2020/21	Road maintenance by application of a surface seal	Sunset Ave	Doubletree Way	Sundance Lane	Oct-20	Jul-21	5	10
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2020/21	Road maintenance by application of an overlay	Rotan	South of Howard	End	Oct-20	Jul-21	8	15



**REPORT TO CITY COUNCIL**

**Approved by:** *Keith Helmuth*

Keith Helmuth, Department Director

*Arnoldo Rodriguez*

Arnoldo Rodriguez, City Manager

**Council Meeting of:** June 03, 2020

**Agenda Number:** B-5

**SUBJECT:**

Intersection Improvements at Isla Vista Court and Caitlan Drive

**RECOMMENDATION:**

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

**SUMMARY:**

The Council, at its March 18, 2020 meeting, awarded a contract to David Boyle Electric Shop, LLC. for the Project in the amount of \$25,160. The Contractor has completed the project in accordance with the plans and specifications and as modified by approved change orders. Staff recommends that the Council accept the Project.

**BACKGROUND:**

A final project inspection was conducted by the Engineering and Public Works Departments. All parties agree that the project can be recommended for acceptance by the Council and a "Notice of Completion" recorded. The work in general consists of the construction of upgrades to the current traffic circle to better conform to current standards associated with traffic circles. A schematic of the completed improvements is provided in attachment 2.

The contract Change Order was processed. This change order includes extra time and material costs.

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

<b>Table 1: Project Summary</b>		
<i>Original Contract Amount</i>	<i>Total Change Orders</i>	<i>Total Construction Contract Cost</i>
\$25,160.00	\$3,343.00	\$28,503.00

The construction of the project was completed within the contract time and available budget.

**FINANCIAL IMPACT:**

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

Funding for the project is programmed in Fiscal Year 2018/19 budget to include Local Transportation Fund (LTF).

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**

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

**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. Schematic of Improvements
3. Project Pictures

**ATTACHMENT 1**

Notice of Completion

Recording Requested by:  
**City of Madera**

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

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

**NOTICE OF COMPLETION**

**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. 4<sup>th</sup> Street, Madera, CA 93637.**
4. The nature of the title of the undersigned is: In fee **Public Improvements**  
(If other than fee, strike “In fee” and insert, for example, “purchaser under contract of purchase” or “lessee”.)
5. The full name and full addresses of all persons, if any, who hold title with the undersigned as joint tenant or as tenants in common are:

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

6. A work of improvement on the property hereinafter described was completed on **06/03/2020**
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”.)

**David Boyle Electric Shop, LLC.**

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

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

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

**INTERSECTION IMPROVEMENTS AT ISLA VISTA COURT AND CAITLAN DRIVE, CITY**

**PROJECT NO. TS-30**

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**

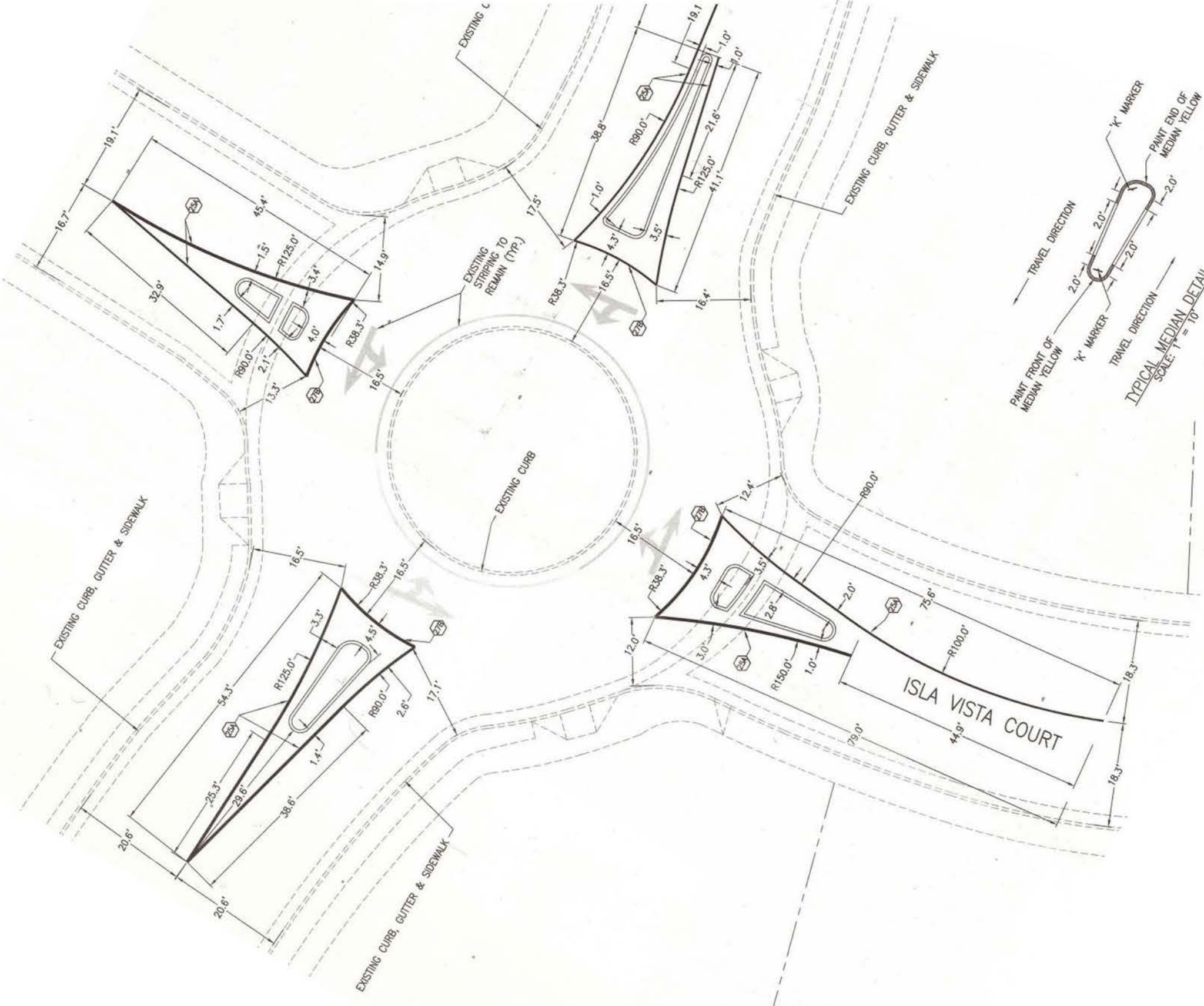
Subscribed and sworn to (or affirmed) before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2020 by Keith Brent Helmuth, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

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

**ATTACHMENT 2**

Schematic of Improvements

# SCHEMATIC



**ATTACHMENT 3**

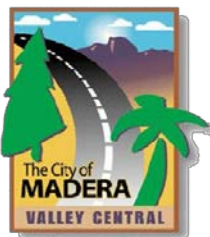
Project Pictures



Figure 1 –North Raised Median



Figure 2 – South Raised Median

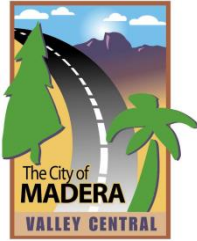


**Madera City Council Agenda 06/03/20**  
**Agenda Item C-1**

Public Hearing Regarding a General Plan Amendment and Related Rezoning of Property for Reconfiguration of Development Regarding Pecan Square Project

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

**There is no written report for this item.**



## REPORT TO CITY COUNCIL

Approved by:

*Darrell Church*

Department Director

*Arnoldo Rodriguez*

Arnoldo Rodriguez, City Manager

Council Meeting of: June 3, 2020

Agenda Number: C-2

### SUBJECT:

Public Hearing regarding a General Plan Amendment and Rezone to facilitate the development of a 34-unit (Grove Gardens) apartment complex and Related Actions

### RECOMMENDATIONS:

It is recommended that the Council hold the public hearing and, after it is close, take the following actions:

1. Adopt a Resolution amending the General Plan land use designation for the subject properties encompassing approximately 1.8 acres located on the southeast corner of the intersection of Maple Street and Noble Street from the I (Industrial) to the HD (High Density) land use designation and adopt the associated Negative Declaration;

and

2. Waive the full reading and Introduce an Ordinance rezoning the subject properties encompassing approximately 1.8 acres located on the southeast corner of the intersection of Maple Street and Noble Street from the I (Industrial) to the PD-2000 (Planned Development) Zone District.

### SUMMARY:

The project proponent is requesting an amendment of the General Plan, changing the land use designation on two properties and a bisecting segment of public right-of-way from the I (Industrial) to the HD (High Density) General Plan land use designation. Concurrent with the General Plan amendment, an ordinance changing the zoning of the subject properties from the I (Industrial) to the PD-2000 (Planned Development) Zone District is also being requested. Approval of the requested General Plan amendment and rezoning would allow the eventual development of a 34-unit apartment complex composed of four, three story buildings and associated amenities. At its May 12, 2020 meeting, the Planning Commission (Commission)

adopted a resolution recommending to the Council approval of the General Plan amendment and rezone.

## **DISCUSSION:**

The project proponent, Berry Construction, proposes the development of a 34-unit apartment complex composed of four, three story buildings, covered and uncovered parking, open space areas and associated amenities on two properties and a bisecting segment of public right-of-way. To that end, the project proponent submitted an application for a General Plan Amendment, Rezone, Precise Plan, and a Variance from open space requirements. The precise plan and variance were approved by the Commission on May 12, 2020 with conditions contingent upon the adoption of a resolution amending the land use and associated Negative Declaration, and approval of the rezone.

### General Plan Amendment

The General Plan currently designates the project site as an I (Industrial) land use. The Industrial designation provides for a number of production and manufacturing uses. The applicant has requested a change in General Plan land use designation to the HD (High Density) land use designation which provides for a buffer between the industrial uses to the south and single-family uses to the north. Though the HD land use allows for up to 50 units per acre, the project proponent is proposing 34 of the 90 maximum allowable units on the 1.8-acre project site. The HD land use designation would provide consistency with the proposed PD- 2000 Zone District.

### Rezone

The project site is proposed to be rezoned into the PD-2000 (Planned Development) from the I (Industrial) Zone District. The PD-2000 Zone District is designed to provide land for the development of one unit per 2,000 square feet of site are. Though the PD-2000 Zone district allows for up to 21 units per acre, the project proponent is prosing 34 of the 39 maximum allowable units on the 1.8-acre project site. The PD-2000 Zone District is the correct zone for the development of the proposed apartment complex.

### Public Infrastructure

Public infrastructure and utilities required by the Madera Municipal Code and the General Plan are available to serve the proposed governmental offices. Existing infrastructure includes sewer, water, storm drainage and street infrastructure consistent with the City's master plans. Improvements to existing infrastructure may be required as a component of development of the governmental offices.

### CEQA

Although the anticipated development of the apartment complex is not under consideration by the Council, the General Plan amendment and rezoning currently under review act as the first steps in the eventual development of the site and are subject to compliance with the California Environmental Quality Act (CEQA). The Planning Commission has reviewed and recommend

approval of the Negative Declaration consistent with the requirements of CEQA specific to the current entitlement requests. The environmental assessment also accounts for the requirement to vacate the right-of-way that currently bisects the project site in addition to the recordation of a tentative parcel map.

**FISCAL IMPACT:**

The applicant paid \$17,063 in Planning Department entitlement fees to offset the costs associated with processing this General Plan amendment, rezone, precise plan, variance and the supporting environmental determination. Additional fees will be required from the Engineering and Building Departments in conjunction with final approval of civil improvement plans and building plan check and permitting, and other supporting fees.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**

The project supports one of the four core vision statements in the Vision Plan, “A Well-Planned City.” The Council, by considering how the neighborhood and infrastructure can be maintained, is actively implementing this key concept of the Vision Plan. Moreover, approval of the General Plan amendment and rezone will help provide consistency with Strategy 131, which states, “Create well-planned neighborhoods throughout Madera that promote connectivity and inclusiveness with a mix of densities and commercial components.”

**ALTERNATIVES:**

The Council may consider alternatives other than staff’s recommendation for approval of the General Plan amendment and introduction of the rezone ordinance. Those include:

1. Denial of the request for General Plan amendment and rezone. Should the requests be denied, the project site would remain within the current General Plan and zoning.
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. Aerial Imagery
2. Planning Commission Resolution No. 1852
3. General Plan Amendment Resolution
  - Exhibit A - General Plan Map
  - Exhibit B – Zoning Map
4. Rezone Ordinance
  - Exhibit A - Zoning Map
5. Negative Declaration

Attachment 1: Aerial Imagery



**Attachment 2: Planning Commission Resolution No. 1852**

**RESOLUTION NO. 1852**

**RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MADERA RECOMMENDING TO THE CITY COUNCIL OF THE CITY OF MADERA APPROVAL OF AN AMENDMENT OF THE GENERAL PLAN CHANGING THE LAND USE DESIGNATION OF APPROXIMATELY 1.8 ACRES OF LAND LOCATED ON THE SOUTHEAST CORNER OF THE INTERSECTION OF MAPLE STREET AND NOBLE STREET FROM THE I (INDUSTRIAL) TO HD (HIGH DENSITY) GENERAL PLAN LAND USE DESIGNATION AND THE REZONING OF THE PROPERTY FROM THE I (INDUSTRIAL) TO THE PD-2000 (PLANNED DEVELOPMENT) ZONE DISTRICT**

WHEREAS, State Law requires that local agencies adopt General Plans containing specific mandatory elements; and

WHEREAS, the City of Madera has adopted a Comprehensive General Plan Update and Environmental Impact Report, and the City of Madera is currently in compliance with State mandates relative to Elements of the General Plan; and

WHEREAS, State law also provides for periodic review, updates, and amendments of its various plans; and

WHEREAS, the City has initiated an amendment to the Madera General Plan amending the land use designation for approximately 1.8 acres of property located on the southeast corner of the intersection of Maple Street and Noble Street from the I (Industrial) land use designation to the HD (High Density) land use designation, as shown in the attached Exhibit A; and

WHEREAS, the City has initiated a Rezone of the property from the I (Industrial) Zone District to the PD-2000 (Planned Development) Zone District, as shown in the attached Exhibit B; and

WHEREAS, the proposed General Plan amendment and Rezone will provide the required consistency between the General Plan and Zoning Ordinance; and

WHEREAS, the proposed General Plan amendment and Rezone are compatible with the neighborhood and are not expected to be detrimental to the health, safety, peace, comfort or general welfare of the neighborhood or the City; and

WHEREAS, the City of Madera, acting as the Lead Agency, prepared an initial study and negative declaration for the project in compliance with the California Environmental Quality Act; and

WHEREAS, the negative declaration, General Plan amendment and rezoning were distributed for public review and comment to various local agencies and groups, and public notice of this public hearing was given by mailed and published notice, in accordance with the applicable State and Municipal Codes and standard practices; and

WHEREAS, the Planning Commission has completed its review of the Staff Report and documents submitted for the proposed project, evaluated the information contained in the negative declaration, and considered testimony received as a part of the public hearing process.

WHEREAS, Based upon the testimony and information presented at the hearing, including the initial study and negative declaration and all evidence in the whole record pertaining to this matter, the Commission found that the negative declaration has been prepared pursuant to the California Environmental Quality Act, that there is no substantial evidence that the project will have a significant effect on the environment, and that the document reflects the independent judgment of the City of Madera, and was adopted in accordance with the California Environmental Quality Act.

NOW THEREFORE BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF MADERA AS FOLLOWS:

1. The above recitals are true and correct.

2. The Planning Commission hereby recommends that the Madera General Plan land use map be amended as specified in the attached Exhibit "A".

3. The proposed amendment to the Land Use Map is hereby found consistent with all elements of the Madera General Plan.

4. The proposed rezoning is hereby found to be consistent with all elements of the General Plan, including the land use map as amended by this application.

5. The Planning Commission hereby recommends the City Council adopt an ordinance rezoning property as specified within the attached Exhibit "B".

6. This resolution is effective immediately.

\* \* \* \* \*

Passed and adopted by the Planning Commission of the City of Madera this 12<sup>th</sup> day of May 2020, by the following vote:

AYES: Commissioners; Israel Cortes, Robert Gran Jr., Richard Broadhead, Alex Salazar

NOES: None

ABSTENTIONS: None

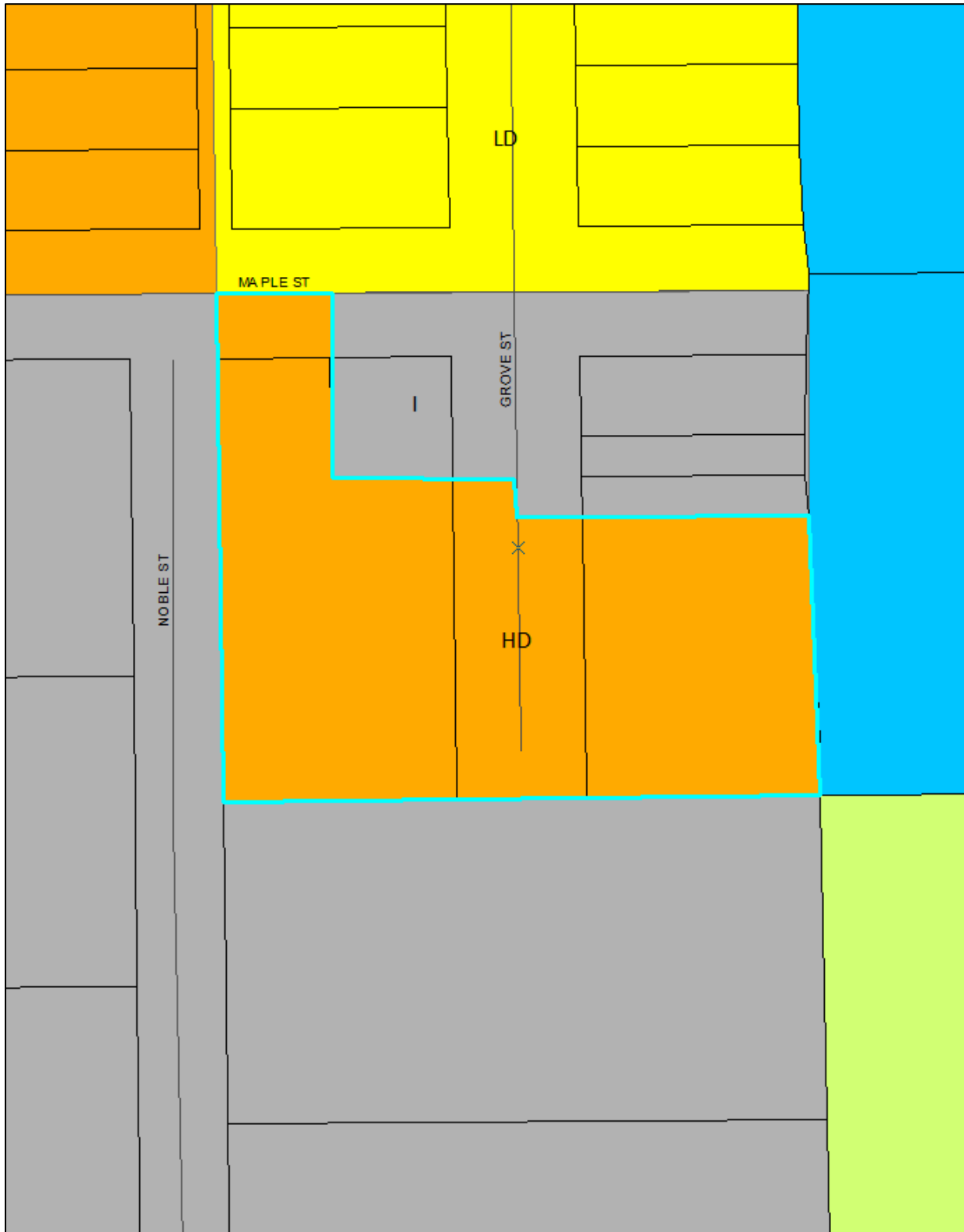
ABSENT: Commissioners; Pam Tyler, Ryan Cerioni

  
\_\_\_\_\_  
Israel Cortes  
Planning Commission Chairperson

Attest:

  
\_\_\_\_\_  
Darrell Unruh  
Interim Planning Manager

PLANNING COMMISSION RESOLUTION NO. 1852  
EXHIBIT 'A'



PLANNING COMMISSION RESOLUTION NO. 1852  
EXHIBIT 'B'



**Attachment 3: General Plan Amendment Resolution**

**RESOLUTION NO. \_\_\_\_\_**

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

**WHEREAS**, State Law requires that local agencies adopt General Plans containing specific mandatory elements; and

**WHEREAS**, the City of Madera has adopted a Comprehensive General Plan Update and Environmental Impact Report, and the City of Madera is currently in compliance with State mandates relative to Elements of the General Plan; and

**WHEREAS**, State law also provides for periodic review, updates, and amendments of its various plans; and

**WHEREAS**, the City has initiated an amendment to the Madera General Plan amending the land use designation for approximately 1.8 acres of property located on the southeast corner of the intersection of Maple Street and Noble Street from the I (Industrial) land use designation to the HD (High Density) land use designation, as shown in the attached Exhibit A; and

**WHEREAS**, the City has initiated a Rezone of the property from the I (Industrial) Zone District to the PD-2000 (Planned Development) Zone District, as shown in the attached Exhibit B; and

**WHEREAS**, the proposed General Plan amendment and Rezone will provide the required consistency between the General Plan and Zoning Ordinance; and

**WHEREAS**, the proposed General Plan amendment and Rezone are compatible with the neighborhood and are not expected to be detrimental to the health, safety, peace, comfort or general welfare of the neighborhood or the City; and

**WHEREAS**, the City of Madera, acting as the Lead Agency, prepared an initial study and Negative Declaration for the project in compliance with the California Environmental Quality Act; and

**WHEREAS**, the Negative Declaration, General Plan amendment and rezoning were distributed for public review and comment to various local agencies and groups, and notice of public hearing was given by mailed and published notice, in accordance with the applicable State and Municipal Codes and standard practices; and

**WHEREAS**, the Planning Commission of the City of Madera held a public hearing on May 12, 2020, and adopted a resolution recommending to the City Council approval of the General Plan amendment and rezoning; and

**WHEREAS**, based upon the testimony and information presented at the hearing, including the initial study and Negative Declaration and all evidence in the whole record pertaining to this matter, the Commission found that the Negative Declaration has been prepared pursuant to the California Environmental Quality Act, that there is no substantial evidence that the project will have a significant effect on the environment, and that the document reflects the independent judgment of the City of Madera, and was adopted in accordance with the California Environmental Quality Act; and

**WHEREAS**, the City Council has completed its review of the staff report and documents submitted for the proposed project, evaluated the information and considered testimony received as a part of the public hearing process.

**NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MADERA AS FOLLOWS:**

1. The above recitals are true and correct.
2. The City Council finds an environmental assessment initial study was prepared for this project in accordance with the requirements of the California Environmental Quality Act (CEQA) Guidelines. This process included the distribution of requests for comment from other responsible or affected agencies and interested organizations. Preparation of the environmental assessment necessitated a thorough review of the proposed project and relevant environmental issues. Based on this review and assessment, the City Council finds there is no substantial evidence in the record that this project may have a significant direct, indirect or cumulative effect on the environment, and that a Negative Declaration is appropriate for this project. The City Council further finds the Initial Study and Negative Declaration were timely and properly published and notices as required by CEQA, and no comments were received by the City within the 20-day comment period.
3. Based on the testimony and information presented at the hearing, and all of the evidence in the whole of the record pertaining to this matter, the City Council hereby finds that the City of Madera General Plan Land Use Map be amended as specified in attached Exhibit "A".
4. Based on the testimony and information presented at the hearing, and all of the evidence in the whole of the record pertaining to this matter, the City Council hereby finds that

the proposed amendment to the City of Madera General Plan Land Use Map is hereby found consistent with all elements of the Madera General Plan.

5. This resolution is effective upon adoption.

\* \* \* \* \*

EXHIBIT 'A'



EXHIBIT 'B'



## Attachment 4: Rezone Ordinance

### **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING THE OFFICIAL CITY OF MADERA ZONING MAP REZONING APPROXIMATELY 1.8 ACRES OF LAND LOCATED ON THE SOUTHEAST CORNER OF THE INTERSECTION OF MAPLE STREET AND NOBLE STREET TO THE PD-2000 (PLANNED DEVELOPMENT) ZONE DISTRICT AS IDENTIFIED WITHIN EXHIBIT "A"**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MADERA AS FOLLOWS:

SECTION 1. The Planning Commission of the City of Madera and the City Council have held duly noticed public hearings for the rezoning of approximately 1.8 acres of land located on the southeast corner of the intersection of Maple Street and Noble Street to the PD-2000 (Planned Development) Zone District.

SECTION 2. Based on the testimony and information presented at its public hearing, the City Council determined that the proposed rezoning is consistent with the General Plan as amended and subsequent development will be in conformance with all standards and regulations of the Municipal Code. The City Council has further determined that the adoption of the proposed rezoning is in the best interest of the City of Madera. Such determinations are based on the following findings:

#### FINDINGS:

1. THE PROPOSED REZONE WILL PROVIDE THE REQUIRED CONSISTENCY BETWEEN THE GENERAL PLAN AMENDMENT AND ZONING.
2. THE REZONE 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. The City Council hereby approves the rezoning of the above-described property by rezoning it from the Industrial Zone District to the PD-2000 (Planned Development). The City Council hereby amends the City of Madera Zoning Map as illustrated in Exhibit "A" which is attached and incorporated by reference and which indicates the segment of the City of Madera Zoning Map to be amended.

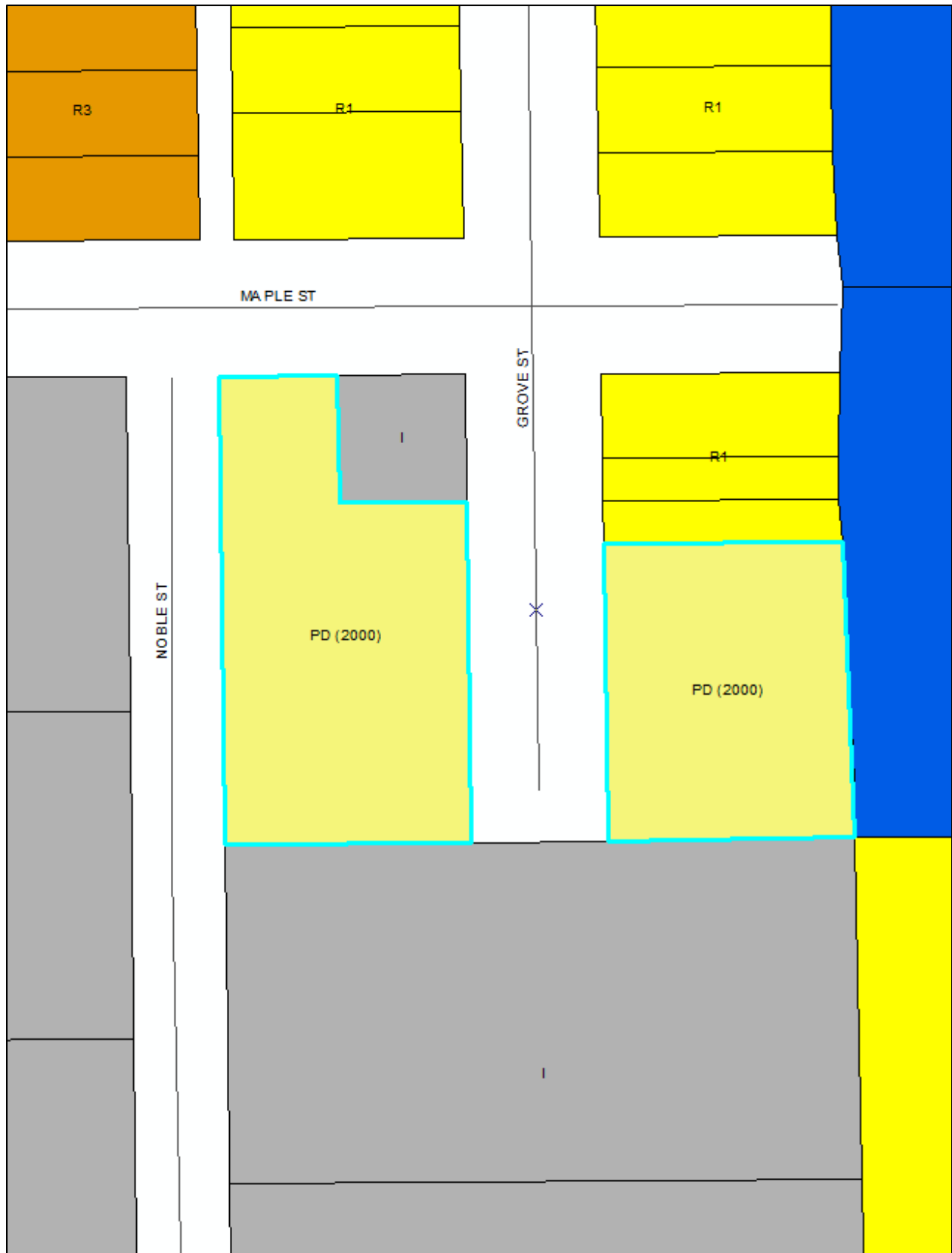
SECTION 4. Unless the adoption of this amendment to the Zoning Map is lawfully stayed, thirty-one (31) days after adoption of this amendment, the Planning Manager and City Clerk shall cause these revisions to be made to the City of Madera Zoning Map which

shall also indicate the date of adoption of this revision and be signed by the Planning Manager and City Clerk.

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

\* \* \* \* \*

ORDINANCE - EXHIBIT A



## Attachment 5: Negative Declaration

### CITY OF MADERA

#### INITIAL STUDY / ENVIRONMENTAL CHECKLIST

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##### I. BACKGROUND AND PROJECT DESCRIPTION

1. **Application No.:**  
GPA 2020-02, REZ 2020-01, PPL 2020-03 & VAR 2020-02
2. **Project Title:**  
Grove Gardens
3. **Lead Agency Name and Address:**  
City of Madera, 205 W. 4<sup>th</sup> St., Madera, CA 93637
4. **Contact Person and Phone Number:**  
Jesus R. Orozco – (559) 661-5436
5. **Project Location:**  
304 Grove Street / Southeast corner of Maple Street and Noble Street
6. **Project Applicant's/Sponsor's Name and Address:**  
Berry Construction – 413 W. Yosemite Avenue, Madera, CA 93637
7. **General Plan Designation:**  
Current: I (Industrial) Proposed: HD (High Density)
8. **Zoning:**  
Current: I (Industrial) Proposed: PD-2000 (Planned Development)
9. **Project Background:**  
The proposal is an application for a General Plan Amendment from the I (Industrial) to an HD (High Density) concurrent with a rezone from the I (Industrial) zone district to the PD-2000 (Planned Development) zone district providing consistency between the land use and the zone district that will allow for the development of a multi-family apartment complex. The precise plan application will guide the development of a 34-unit multi-family apartment complex composed of four, three story buildings. As a result of providing the necessary parking requirements, the project will be deficient in open space as required by ordinance. The variance will allow for the development of less than the required minimum open space area of 25,500 square feet. The project will provide for approximately 18,200 square feet of landscape open area to include open area for passive recreation and three community garden areas, and other landscape features surrounded by perimeter fencing. The overall development is contingent upon the future abandonment of a segment of public right-of-way that currently bisects the project site and the recordation a parcel map. The future abandonment will be subject to applicable State government code and municipal code. The parcel map will be subject to the Subdivision Map Act and municipal code.

10. **Public Agencies Whose Approval or Review Is Required:**  
Madera Irrigation District, Madera Unified School District and San Joaquin Valley Air Pollution Control District.
11. **Have California Native American tribes traditionally and culturally affiliated with the project area requested consultation pursuant to Public Resources Code section 21080.3.1? If so, is there a plan for consultation that includes, for example, the determination of significance of impacts to tribal cultural resources, procedures regarding confidentiality, etc.?**  
California Native American tribes traditionally and culturally affiliated with the project area did not request consultation pursuant to Public Resources Code Section 21080.3.1.

## II. ENVIRONMENTAL SETTING

The project site encompasses two separate properties and the future abandonment of public right-of-way. As of February 2019, the site vacated five building structures, two single family residences and their associated structures. The project site is currently vacant unattended open space. The project site encompasses approximately 1.80-acres. Access to the property will occur from Noble Street and Grove Street. The project site is surrounded by single-family residential dwellings to the north, an open sports complex to the east, and commercial services/light industrial uses to the south and west.



### III. ENVIRONMENTAL CHECKLIST

**Environmental Factors Potentially Affected by the Project:** Some of the environmental factors checked below would be potentially affected by this project, although none of the environmental factors have a "Potentially Significant Impact" or "Potentially Significant Impact Unless Mitigation Incorporation," as indicated by the checklist on the following pages.

✓	Aesthetics		Agricultural and Forest Resources	✓	Air Quality
	Biological Resources		Cultural Resources	✓	Energy
	Geology / Soils	✓	Greenhouse Gas Emissions		Hazards and 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

### IV. DETERMINATION

Based on this initial evaluation:

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 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: 04/22/2020

ENVIRONMENTAL IMPACTS Issues (and Supporting Information Sources):	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>1. AESTHETICS. Except as provided in Public Resources Code Section 21099, would the project:</b>				
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) 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?			✓	
<p><b>Discussion</b> Development of 34-unit multi-family apartment complex composed of four, three story buildings does not affect a scenic vista or have an overall adverse visual impact on the immediate area. The project would not affect a scenic highway and would not have an overall adverse visual impact on any scenic resources. The project will add some additional sources of light within the urban environment. The site is not proximate to locally prominent scenic or visually significant resources. The project would conform with and incorporate General Plan policies and requirements. No additional analysis is required.</p> <p><b>Less than Significant Impacts</b> d) There will be an increase in light and glare and other aesthetic impacts associated with the development as a result of the project, although it will be a less than significant impact upon implementation of City standards. Exterior lighting on building and in open areas will be shielded or muted by design of fixtures, surrounding buildings and substantial landscaping. The overall impact of additional light and glare will be minimal.</p> <p><b>No Impacts</b> a. The project will not result in the obstruction of federal, state or locally classified scenic areas, historic properties, community landmarks or formally classified scenic resources, such as a scenic highway, national or state scenic area, or scenic vista. b) The project will not substantially damage scenic resources, including but not limited to trees, rock outcroppings, and historic buildings within a state scenic highway. c) The project will not substantially degrade the existing visual character or quality of the site and its surroundings. The project does not also conflict with applicable zoning and other regulations governing scenic quality.</p>				

ENVIRONMENTAL IMPACTS Issues (and Supporting Information Sources):	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
<p><b>2. AGRICULTURE AND FOREST RESOURCES.</b> In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state’s inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement Methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the project:</p>				
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?				✓
<p><b>Discussion</b> The project site is located on land identified as “Urban and Built-Up Land” on the 2016 California Farmland Mapping and Monitoring Program map.</p> <p><b>No Impacts</b></p> <p>a) The project would not convert prime farmland, unique farmland, or farmland of statewide importance (as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency) to non-agricultural use. The project site is identified as “Urban and Built-Up Land” on the 2016 California Farmland Mapping and</p>				

ENVIRONMENTAL IMPACTS Issues (and Supporting Information Sources):	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
<p>Monitoring Program map, which includes land that is occupied by structures with a building density of at least 1 unit to 1.5 acres, or approximately 6 structures to a 10-acre parcel. The project site has been identified for industrial use within the City of Madera General Plan, and the land is not currently being utilized for agricultural purposes.</p> <p>b) The project would not conflict with existing zoning for agricultural use and there are no Williamson Act contracts affecting the subject property.</p> <p>c) The project would not conflict with existing zoning for, or cause rezoning of, forest land, timberland, or timberland zoned Timberland Production because the project property is not defined as forest land (as defined by 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)).</p> <p>d) The project would not result in the loss of forest land or conversion of forest land to a non-forest use because the parcel is not defined as forest land (as defined by Public Resources Code Section 12220(g)).</p> <p>e) The project, which will facilitate the development of 34-unit multi-family apartment complex composed of four three story buildings, will not involve other changes in the existing environment, due to the project property's location or nature, that would result in the conversion of Farmland to a non-agricultural use or conversion of forest land to non-forest use.</p>				
<p><b>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:</b></p>				
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?			✓	

<b>ENVIRONMENTAL IMPACTS Issues (and Supporting Information Sources):</b>	<b>Potentially Significant Issues</b>	<b>Potentially Significant Unless Mitigation Incorporated</b>	<b>Less Than Significant Impact</b>	<b>No Impact</b>
<p><b><u>Discussion</u></b></p> <p>The project site is located within the San Joaquin Valley Air Basin (SJVAB). Air quality conditions in the SJVAB are regulated by the San Joaquin Valley Air Pollution Control District (SJVAPCD). The region is classified as a State and Federal non-attainment area for PM10 (airborne particulate matter with an aerodynamic diameter of less than 10 microns), and ozone (O3).</p> <p>Air quality is determined by the type and amount of contaminants emitted into the atmosphere, the size and topography of the SJVAB, and its meteorological conditions. National and state air quality standards specify the upper limits of concentrations and duration in the ambient air for O3, CO, nitrogen dioxide (NO2), PM10, sulfur dioxide (SO2) and lead (Pb). These are “criteria pollutants.” The SJVAPCD also conducts monitoring for two other state standards: sulfate and visibility.</p> <p>The State of California has designated the project site as being a severe non-attainment area for 1-hour O3, a non-attainment area for PM10, and an attainment area for CO. The EPA has designated the project area as being an extreme non-attainment area for 1-hour O3, a serious non-attainment area for 8-hour O3, a serious non-attainment area for PM10, and a moderate maintenance for CO.</p> <p>The project would not conflict with or obstruct the implementation of applicable Regional Air Quality Control Plans.</p> <p>Similarly, the project will be evaluated to determine required compliance with District Rule 9510, which is intended to mitigate a project’s impact on air quality through project design elements or by payment of applicable off-site mitigation fees. Any applicant subject to District Rule 9510 is required to submit and Air Impact Assessment (AIA) application to the District no later than applying for final discretionary approval, and to pay any applicable off-site mitigation fees before issuance of the first building permit. Demonstration of compliance with District Rule 9510, including payment of all applicable fees before issuance of the first building permit would be made a condition of project approval.</p> <p>Short-term construction impacts on air quality, principally from dust generation, will be mitigated through watering. The project would not create substantial air emissions or deterioration of ambient air quality, and the development will be subject to SJVAPCD review. Construction equipment will produce a small amount of air emissions from internal combustion engines and dust. The project will not violate any air quality standard or substantially contribute to an existing or projected air quality violation. The project will not result in a considerable net increase in non-attainment pollutants in this area. The project will not expose sensitive receptors to any significant amount of pollutants. The project will not create any objectionable odors.</p> <p>The proposed General Plan amendment and rezoning for the project site, and the development of the project site will not create impacts beyond those analyzed and addressed through the General Plan Update and the accompanying environmental impact report. All phases of site development will conform with and incorporate General Plan policies and requirements. All phases of development will</p>				

ENVIRONMENTAL IMPACTS Issues (and Supporting Information Sources):	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
similarly conform with and implement regional air quality requirements. No additional analysis is required. Any unique features or project impacts which are identified as specific projects are proposed within the project site will be evaluated and addressed on a project-by-project basis.				
<b>Less than Significant Impacts</b>				
<p>a) According to the San Joaquin Valley Air Pollution Control District (SJVAPCD), the project is subject to some District Rules. The project will not conflict with or obstruct implementation of the applicable air quality plan.</p> <p>b) According to the SJVAPCD, the project would have a less than significant impact on air quality when compared to the significance thresholds of the following annual criteria pollutant emissions: 100 tons per year of carbon monoxide (CO), 10 tons per year of oxides in 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).</p> <p>c) The project would not expose sensitive receptors to substantial pollutant concentrations.</p> <p>d) The development of the project would not result in other emissions, such as those leading to odors adversely affecting a substantial number of people.</p>				
<b>4. BIOLOGICAL RESOURCES. Would the project:</b>				
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 Wildlife 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 Wildlife 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				✓

ENVIRONMENTAL IMPACTS Issues (and Supporting Information Sources):	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
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?				✓
<p><b>Discussion</b></p> <p>With the preparation of the City of Madera General Plan, no threatened or endangered species were identified in the project area. There is no record of special-status species in the project area. Development of the project area is consistent with the urbanization of the Madera area, as evaluated in the General Plan and its EIR; therefore, impacts in this category are not anticipated to exceed the impacts addressed in those documents.</p> <p>The project site is void of any natural features, such as seasonal drainages, riparian or wetland habitat, rock outcroppings, or other native habitat or associated species. Development of the site would not conflict with any local policies or ordinances protecting biological resources, or conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan.</p> <p><b>No Impacts</b></p> <p>a) The project would not 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.</p> <p>b) The project would not 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.</p> <p>c) The project would not 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.</p>				

ENVIRONMENTAL IMPACTS Issues (and Supporting Information Sources):	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
<p>d) The project would not 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.</p> <p>e) The project would not conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance.</p> <p>f) The project does not conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan.</p>				
<b>5. CULTURAL RESOURCES. Would the project:</b>				
a) Cause a substantial adverse change in the significance of a historical resource pursuant to in Section 15064.5?				✓
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?				✓
c) Disturb any human remains, including those interred outside of formal cemeteries?				✓
<p><b>Discussion</b> The project does not have the potential to cause a physical change that would affect unique historic, ethnic, or cultural values. The project would not disturb any archaeological resources. The project would not disturb any unique paleontological or geologic resources. The project would not disturb any human remains. In the event any archaeological resources are discovered during project construction, all activities shall cease and the Community Development Department shall be notified so that the procedures required by State law may be applied.</p> <p><b>No Impacts</b></p> <p>a) The project would not cause a substantial adverse change in the significance of a historical resource pursuant to Section 15064.5 because there are no known historical resources located in the affected territory.</p> <p>b) The project would not cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5 because there are no known archaeological resources located in the affected territory.</p> <p>c) The project would not disturb any human remains, including those interred outside of formal cemeteries, because there are no known human remains located in the affected territory. When development occurs in the future and if any remains are discovered, the requirements of CEQA that regulate archaeological and historical resources (Public Resources Code Section</p>				

ENVIRONMENTAL IMPACTS Issues (and Supporting Information Sources):	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
21083.2 and 21084.1), and all local, state, and federal regulations affecting archaeological and historical resources would be complied with.				
<b>6. ENERGY. Would the project:</b>				
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?				✓
<b>Less than Significant Impacts</b>				
a) The project could utilize inefficient or unnecessary consumption of energy resources during project construction or operation, but because the project will be built to comply with Building Energy Efficiency of the California Building Code (Title 24), the project will not result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources during project construction or operation.				
<b>No Impacts</b>				
b) State and local authorities regulate energy use and consumption. These regulations at the state level intended to reduce energy use and greenhouse gas (GHG) emissions. These include, among others, Assembly Bill (AB) 1493 – Light-Duty Vehicle Standards, California Code of Regulations Title 24, Part 6 – Energy Efficiency Standards, California Code of Regulations Title 24, Part 11 – California Green Building Standards. The project would not conflict with or obstruct a state or local plan for renewable energy or energy efficiency.				
<b>7. GEOLOGY AND SOILS. Would the project:</b>				
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?				✓

ENVIRONMENTAL IMPACTS Issues (and Supporting Information Sources):	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
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 waste water disposal systems where sewers are not available for the disposal of waste water?				✓
f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?				✓
<p><b>Discussion</b></p> <p>There are no known faults on the project site or in the immediate area. The project site is subject to relatively low seismic hazards compared to many other parts of California. Potential ground shaking produced by earthquakes generated on regional faults lying outside the immediate vicinity in the project area may occur. Due to the distance of the known faults in the region, no significant ground shaking is anticipated on this site. Seismic hazards on the built environment are addressed in The Uniform Building Code that is utilized by the City of Madera Building Division to monitor safe construction within the City limits.</p> <p><b>No Impacts</b></p> <p>a)</p> <p>i. The project would not directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury or death involving the 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. No known faults with evidence of historic activity cut through the valley soils in the project vicinity. The major active faults and fault zones occur at some distance to the east, west and south of the project site. Due to the geology of the project area and its distance from active faults, the potential for loss of life, property damage, ground settlement, or liquefaction to occur in the project vicinity is considered minimal.</p>				

ENVIRONMENTAL IMPACTS Issues (and Supporting Information Sources):	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
<p>ii. The project would not directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury or death involving strong seismic ground shaking. Ground shaking generally decreases with distance and increases with the depth of unconsolidated alluvial deposits. The most likely source of potential ground shaking is attributed to the San Andreas, Owens Valley, and the White Wolf faults. Based on this premise and taking into account the distance to the causative faults, the potential for ground motion in the vicinity of the project site is such that a minimal risk can be assigned.</p> <p>iii. The project would not directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury or death involving seismic-related ground failure, including liquefaction. Liquefaction describes a phenomenon in which a saturated soil loses strength during an earthquake as a result of induced shearing strains. Lateral and vertical movement of the soil mass combined with loss of bearing usually results. Loose sand, high groundwater conditions (where the water table is less than 30 feet below the surface), higher intensity earthquakes, and particularly long duration of ground shaking are the requisite conditions for liquefaction.</p> <p>iv. The project would not directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury or death involving landslides.</p> <p>b) The project would not result in substantial soil erosion or the loss of topsoil. Construction of urban uses would create changes in absorption rates, drainage patterns, and the rate and amount of surface runoff on the selected project site. Standard construction practices that comply with the City of Madera ordinances and regulations, the California Building Code, and professional engineering designs approved by the Madera Engineering Department will mitigate any potential impacts from future urban development, if any.</p> <p>c) The project would not be located on a geologic unit or soil that is unstable as a result of the project, and not potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse.</p> <p>d) The project would not be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), not creating substantial direct or indirect risks to life or property.</p> <p>e) The project would not have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water. The City of Madera would provide necessary sewer and water systems upon project approval.</p> <p>f) The project would not directly or indirectly destroy a unique paleontological resource or site or unique geologic feature.</p>				

ENVIRONMENTAL IMPACTS Issues (and Supporting Information Sources):	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>8. GREENHOUSE GAS EMISSIONS. Would the project:</b>				
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?			✓	
<p><b>Discussion</b></p> <p>Climate change is a public health and environmental concern around the world. Globally, temperature, precipitation, sea level, ocean currents, wind patterns, and storm activity are all affected by the presence of greenhouse gas (GHG) emissions in the atmosphere. Human activity contributes to emissions of six primary GHG gases: carbon dioxide, methane, nitrous oxide, hydrofluorocarbons, perfluorocarbons and sulfur hexafluoride. Human-caused emissions of GHGs are linked to climate change.</p> <p>In 2006, the California State Legislature adopted AB32, the California Global Warming Solutions Act of 2006, which aims to reduce GHG emissions in California. GHGs, as defined by AB 32, includes carbon dioxide, methane, nitrous oxide, hydrofluorocarbons, perfluorocarbons, and sulfur hexafluoride. AB 32 requires the California Air Resources Board (ARB), the State agency which regulates statewide air quality, to adopt rules and regulations that would achieve GHG emissions equivalent to 1990 statewide levels by 2020.</p> <p>As part of the 2011 City of Madera General Plan update, the Conservation Element includes several goals, policies and programs in the Air Quality, GHG Emissions and Climate Change sections which address and promote practices that meet or exceed all state and federal standards and meet or exceed all current and future state-mandated targets for reducing GHG emissions. The City also requires applicants for all public and private development integrate appropriate methods that reduce GHG emissions consistent with the Energy and Green Building sections of the Conservation Element, General Plan Policy CON-40 through 46.</p> <p><b>Less than Significant Impacts</b></p> <p>a) The project would not, by itself, generate significant GHG emissions or contribute to global warming because the new development that is proposed will be required to adhere to local, regional and state regulations.</p> <p>b) The project would not conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of GHGs.</p>				
<b>9. HAZARDS AND HAZARDOUS MATERIALS. Would the project:</b>				

<b>ENVIRONMENTAL IMPACTS Issues (and Supporting Information Sources):</b>	<b>Potentially Significant Issues</b>	<b>Potentially Significant Unless Mitigation Incorporated</b>	<b>Less Than Significant Impact</b>	<b>No Impact</b>
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 ¼ miles 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?				✓

ENVIRONMENTAL IMPACTS Issues (and Supporting Information Sources):	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
<p><b>Discussion</b></p> <p>The project will not create hazards or expose people or property to hazardous conditions. The anticipated development will be consistent with the General Plan and will be delineated with the accompanying site plan.</p> <p><b>No impacts</b></p> <p>a) The project would not create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials.</p> <p>b) The project would not 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.</p> <p>c) The project would not emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within ¼ miles of an existing or proposed school.</p> <p>d) The project would not 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, it would not create a significant hazard to the public or the environment.</p> <p>e) The project site is not located within an airport land use plan and would result in a safety hazard or excessive noise for people residing or working in the project area.</p> <p>f) The project would not impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan.</p> <p>g) The project would not expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildfires.</p>				
<b>10. HYDROLOGY AND WATER QUALITY. Would the project:</b>				
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				✓

ENVIRONMENTAL IMPACTS Issues (and Supporting Information Sources):	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
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 storm water drainage systems or provide substantial additional sources of polluted runoff; or				✓
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?				✓

**Discussion**

The project would not violate any water quality standards or waste discharge requirements. There will not be a significant reduction in the amount of groundwater otherwise available for public water supplies as a result of this project. Services will be provided in accordance with the City's Master Plans. The project would not change any drainage patterns or stream courses, or the source or direction of any water movement. During construction, the project site may be exposed to increased soil erosion from wind and water. Dust control would be used during construction. With completion of the project, the project would not bring about erosion, significant changes in topography or unstable soil conditions.

The project would not expose people or property to water-related hazards. Standard construction practices and compliance with City ordinances and regulations, The Uniform Building Code, and adherence to professional engineering design approved by the Madera Engineering Department would mitigate any potential impacts from this project. This development would be required to comply with all City ordinances and standard practices which will assure that storm water would be adequately drained into the approved storm water system. The project would not create any impacts on water quality.

Based on a review of the City's FEMA maps, the site is located in Zone X and the project would not place housing or other land uses in a 100-year flood hazard area. These areas are outside of the 500-year flood area. The project would not expose people or structures to a significant risk because of dam or levee failure. The project would not expose people or structures to a significant risk because of a seiche, mudflow, or tsunami.

ENVIRONMENTAL IMPACTS Issues (and Supporting Information Sources):	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>No Impacts</b>				
<p>a) The project would not violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality. The development of the project site will be required to comply with all City of Madera ordinances and standard practices which assure proper grading and storm water drainage into the approved storm water systems. Any development will also be required to comply with all local, state, and federal regulations to prevent any violation of water quality standards or waste discharge requirements.</p> <p>b) The project would not substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin.</p> <p>c)</p> <ul style="list-style-type: none"> <li>i. The project would not 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 not result in substantial erosion or siltation on- or off-site.</li> <li>ii. The project would not 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 not substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site.</li> <li>iii. The project would not 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 not create or contribute runoff water which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff.</li> </ul> <p>d) The project is not located in flood hazard, tsunami or seiche zones and it will not risk release of pollutants due to project inundation.</p> <p>e) The project does not conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan.</p>				
<b>11. LAND USE AND PLANNING. Would the project:</b>				
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				✓

ENVIRONMENTAL IMPACTS Issues (and Supporting Information Sources):	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
purpose of avoiding or mitigating an environmental effect?				
<p><b>Discussion</b></p> <p>The project will not provide conflict with the General Plan and Zoning Ordinance because the General Plan Amendment and the rezone will provide consistency with the proposed 34-unit apartment complex as well as build a bridge between the single-family residential uses to the north and the commercial service/light industrial uses to the south and west.</p> <p><b>No Impacts</b></p> <p>a) The project would not physically divide an established neighborhood. The project logically allows development to occur in an orderly manner, adjacent to future urban development.</p> <p>b) The project would not 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.</p>				
<b>12. MINERAL RESOURCES. Would the project:</b>				
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?				✓
<p><b>No Impacts</b></p> <p>a) 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.</p> <p>b) The project would not 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.</p>				
<b>13. NOISE: Would the project result in:</b>				
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,				✓

ENVIRONMENTAL IMPACTS Issues (and Supporting Information Sources):	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
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?				
<p><b>Discussion</b></p> <p>These potential impacts were addressed in the General Plan EIR, and goals and mitigation measures were adopted to reduce potential impacts to a less than significant level. Development of the project area is consistent with the urbanization of the Madera area, as evaluated in the General Plan, and its EIR. Use of outdoor leisure areas, particularly those designed for children, will result in the generation of associated noise. The development's design shelters and buffers these areas from adjacent residential properties. Therefore, impacts in this category are not anticipated to exceed the impacts addressed in these documents. Construction activities must comply with applicable noise policies and standards established by the City.</p> <p><b>No Impacts</b></p> <p>a) The project would not generate 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.</p> <p>b) The project would not generate excessive ground borne vibration or ground borne noise levels.</p> <p>c) The project site is not located within the vicinity of a private airstrip or an airport land use plan and would not expose people residing or working in the project area to excessive noise levels.</p>				
<b>14. POPULATION AND HOUSING. Would the project:</b>				
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?				✓
<p><b>Discussion</b></p> <p>The proposed project would not induce additional substantial growth in this area. The project site would not displace any housing. Likewise, the project would not displace substantial numbers of people, necessitating the construction of replacement housing elsewhere.</p> <p><b>Less than Significant Impacts</b></p> <p>a) The project does induce unplanned population growth in the area directly with the construction of thirty-four new dwelling units, but the growth will not be substantial.</p>				

ENVIRONMENTAL IMPACTS Issues (and Supporting Information Sources):	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>No Impacts</b>				
b) The project will not displace substantial numbers of existing people or housing which will not necessitate the construction of replacement housing elsewhere.				
<b>15. PUBLIC SERVICES. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities or need for new or physical 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:</b>				
a) Fire protection?				✓
b) Police protection?				✓
c) Schools?				✓
d) Parks?				✓
e) Other public facilities?				✓
<b>Discussion</b>				
<p>The development of the project site would not result in substantial adverse physical impacts from new or altered public facilities. As development occurs, there would be a resultant increase in job opportunities, and a greater demand placed upon services, such as fire and police protection, and additional park and school facilities. This additional demand is consistent with the demand anticipated in the General Plan and evaluated in the General Plan EIR.</p>				
<p>The project would not bring about the need for new wastewater treatment facilities. The project would not significantly increase the demand on water supplies beyond the levels anticipated in the General Plan and the Water Master Plan. There will not be a significant reduction in the amount of groundwater otherwise available for public water supplies as a result of this project. The project would not increase the need for additional storm water drainage facilities beyond the existing and master planned drainage basin facilities that are planned to serve the project area. The project area would be required to provide additional facilities within the development, and comply with the City's Master Plan, ordinances and standard practices. The project would not bring about a significant increase in the demand for solid waste disposal services and facilities.</p>				
<b>No Impacts</b>				
a) The project would not result in substantial adverse physical impacts to fire protection services.				
b) The project would not result in substantial adverse physical impacts to fire protection services.				
c) The project would not result in substantial adverse physical impacts to school services. The Madera Unified School District levies a school facilities fee to assist defraying the impact of residential development.				
d) The project would not result in substantial adverse physical impacts to park facilities.				

ENVIRONMENTAL IMPACTS Issues (and Supporting Information Sources):	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
e) The project would not result in substantial adverse physical impacts on other public facilities.				
<b>16. RECREATION. Would the project:</b>				
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) Include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?				✓
<p><b>Discussion</b> Residential development is consistent with the City of Madera General Plan and Zoning Ordinance. Impacts in this category are not anticipated to exceed the impacts addressed in those documents.</p> <p><b>Less Than Significant Impact</b> a) The project would cause some increase on 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. The project will provide open space areas consistent with zone districts open space requirements, which would reduce the impacts to existing neighborhood and regional parks or other recreational facilities to a less than significant impact.</p> <p><b>No Impacts</b> b) The project will include the construction of large open space community areas including a playground, covered lounge areas, a tree surrounded by a seat wall and tot lot that would provide for recreational activities, but they will not have an adverse physical effect on the environment.</p>				
<b>17. TRANSPORTATION. Would the project:</b>				
a) Conflict with a program plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?				✓
b) Would the project conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?				✓
c) Substantially increase hazards due to a geometric design feature (for example, sharp curves or dangerous intersections) or incompatible uses (for example, farm equipment)?				✓

ENVIRONMENTAL IMPACTS Issues (and Supporting Information Sources):	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
d) Result in inadequate emergency access?				✓
<p><b>Discussion</b></p> <p>The project site was included in the General Plan and its accompanying EIR and the potential traffic generated from the eventual development of this land is considered. The goals and policies of the General Plan serve to mitigate traffic impacts that occur as a result of new development.</p> <p><b>No Impacts</b></p> <p>a) The project would not conflict with any program plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities. All pedestrian walkways will be constructed consistent with the City of Madera Engineering Department standards and Americans with Disabilities Act (ADA) standards.</p> <p>b) The project would not conflict or be inconsistent with CEQA Guidelines Section 15064.3, subdivision (b). The project is not located within one-half mile of an existing major transit stop or along an existing high-quality transit corridor.</p> <p>c) The project would not substantially increase hazards due to a geometric design feature (for example, sharp curves or dangerous intersections) or incompatible uses (for example, farm equipment).</p> <p>d) The project would not result in inadequate emergency access.</p>				
<b>18. Tribal Cultural Resources. Would the project:</b>				
<p>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:</p> <p>a) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or</p>				✓
<p>b) 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</p>				✓

ENVIRONMENTAL IMPACTS Issues (and Supporting Information Sources):	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
lead agency shall consider the significance of the resource to a California Native American tribe				
<b>No Impacts</b>				
<p>a) The project would not 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 the project is not listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k). As described above, no known TCRs have been identified (as defined in Section 21074) within the project area. Therefore, the project would not cause a significant adverse change in the significance of a TCR that is either listed in, or eligible for listing in, the CRHR, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k).</p> <p>b) The project is not a resource determined by the lead agency (City of Madera), 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. The project site is not listed as a historical resource in the California Register of Historical Sources. As described above, no known TCRs have been identified (as defined in Section 21074) within the project area, and no substantial information has been provided to the City to indicate otherwise. Therefore, the project would not cause a significant adverse change, based on substantial evidence, in the significance of a TCR.</p>				
<b>19. UTILITIES AND SERVICE SYSTEMS. Would the project:</b>				
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 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?				✓

ENVIRONMENTAL IMPACTS Issues (and Supporting Information Sources):	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
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?				✓

**Discussion**

The City's community sewage disposal system would continue to comply with Discharge Permit requirements. The project would not bring about the need for new wastewater treatment facilities. The project would not significantly increase the demand on water supplies, adequate domestic water and fire flows should be available to the property. There would not be a significant reduction in the amount of groundwater otherwise available for public water supplies as a result of this project. The project would not increase the need for additional storm water drainage facilities beyond the existing and master planned drainage basin facilities that are planned to serve the project. The project site would be required to comply with the City's Master Plan, ordinances and standard practices. The project would not bring about a significant increase in the demand for solid waste disposal services and facilities.

**Less than Significant Impacts**

a) The project would require the relocation of electric power, natural gas, but the construction would not cause significant environmental effects. The developer will be subject to local and regional requirements for the relocation, expansion and/or installation of any mandatory utility services.

**No Impacts**

b) The project would have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years.

c) The project would 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) The project would not 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.

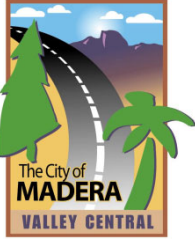
e) The project would comply with federal, state, and local management and reduction statutes and regulations related to solid waste.

**20. WILDFIRE. If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:**

ENVIRONMENTAL IMPACTS Issues (and Supporting Information Sources):	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Substantially impair an adopted emergency response and/or emergency evacuation?				✓
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?				✓
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?				✓
<p><b>Discussion</b></p> <p>The project site is not located in or near state responsibility areas or lands classified as very high fire hazard severity zones. The project will be developed consistent with all regulations of the California Fire Code and would provide no impact to wildfire hazards.</p> <p><b>No Impacts</b></p> <p>a) The project would not substantially impair an adopted emergency response and/or emergency evacuation.</p> <p>b) The project would not, 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.</p> <p>c) The project would not require the installation or maintenance of roads and will not exacerbate fire risk or result in temporary or ongoing impacts to the environment as the project is also not located in or near state responsibility areas or lands classified as very high fire hazard severity zones.</p> <p>d) The project would not 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.</p>				

ENVIRONMENTAL IMPACTS Issues (and Supporting Information Sources):	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>21. MANDATORY FINDINGS OF SIGNIFICANCE. Would the project:</b>				
e) 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?				✓
f) 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 the past projects, the effects of other current projects, and the effects of probable future projects.)				✓
g) Have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?				✓
<p><b>Discussion</b></p> <p>Based upon staff analysis and comments from experts, it has been determined that the proposed project could generate some limited adverse impacts in the areas of Aesthetics, Air Quality, Energy, Greenhouse Gas Emissions, Population and Housing, Recreation and Utilities and Service Systems.</p> <p>The potential impacts identified in this Initial Study are considered to be less than significant since they will cease upon completion of construction or do not exceed a threshold of significance. Therefore, a Negative Declaration is the appropriate level of documentation for this project.</p>				

ENVIRONMENTAL IMPACTS Issues (and Supporting Information Sources):	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
<p><b>No Impacts</b></p> <p>a) The project would not 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.</p> <p>b) The project would not have cumulatively considerable impacts that are beyond less than significant.</p> <p>c) The project would not have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly.</p>				



**REPORT TO CITY COUNCIL**

**Approved by:**

Department Director

Arnoldo Rodriguez, City Manager

**Council Meeting of:** June 03, 2020

**Agenda Number:** C-3

**SUBJECT:**

Automatic extension of business license renewal and bypass delinquencies during the COVID-19 pandemic for 3 months

**RECOMMENDATION:**

Adopt a Resolution allowing automatic extension of business license renewal and bypass delinquencies during COVID-19 pandemic for 3 months, through October 31, 2020.

**DISCUSSION:**

Similar to other communities, local businesses have been adversely impacted during the COVID-19 pandemic. While the State has allowed small businesses to defer sales and use tax payments for up to \$50k for a full year, there may be other deferments options to further assist those negatively impacted.

Locally, Section 6-1.19 of the Municipal Code states that business license payments shall be received by July 31 annually to avoid delinquent status. In an effort to assist local businesses, staff is recommending that the due date be extended until October 31, 2020, providing businesses an additional 3 months to remit payment. While the City would continue to encourage all businesses who can register and pay their fee on time to do so, many businesses may potentially benefit from postponing their payment.

Worth noting is that the City delivers renewal letters in June of each year. If approved, letters will also be delivered in June this year; however, payments will be due by October 31, 2020.

Once payment is received, the new license will be issued with a new expiration date of June 30, 2021.

**FINANCIAL IMPACT:**

Adoption of the resolution will defer business license collections between \$200k to \$400k. The City expects to recover payments on businesses that survive the COVID-19 recession.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**

Approval of this item is consistent with Strategy 115 of the Vision Plan – Economic Resource Provision: Ensure sufficient economic resources to provide adequate City services and prepare for future growth.

**ATTACHMENTS:**

1. Resolution

**RESOLUTION NO. \_\_\_\_**

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

**WHEREAS**, on March 4, 2020, Governor Newsom declared the existence of a state of emergency for the State of California due to threats to people within the State from Novel Coronavirus (COVID-19) and the County declared the existence of a local emergency; and

**WHEREAS**, the City Council proclaimed a local emergency due to the imminent and proximate threat of the COVID-19 on March 18, 2020; and

**WHEREAS**, on March 19, 2020, the Governor issued Executive Order N-33-20 requiring people within the State to stay at home, other than to obtain food and other essential services; and

**WHEREAS**, Madera Municipal Code Section 6-1.19 requires business license tax collection by July 31 of each year; and

**WHEREAS**, allowing an automatic extension of business license renewal will provide business owners immediate relief during financial hardship caused by the present COVID-19 pandemic; and

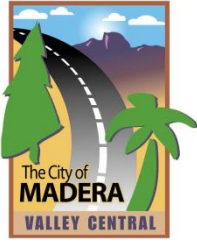
**WHEREAS**, there shall be no penalties or delinquencies to City of Madera Business License during the extension; and

**WHEREAS**, the City Council deems it appropriate to defer business license payments for 3 months, or by October 31, 2020.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA HEREBY RESOLVES AS FOLLOWS:**

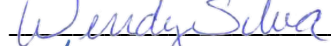
1. The Council approves the automatic extension of business license renewals from July 31, 2020 until October 31, 2020.
2. Licensees shall not be subject to delinquent notices and late penalties for the same time period.
3. This resolution shall apply solely to the period between July 31, 2020 through October 31, 2020. Thereafter, his resolution shall have no further force and effect.
4. This resolution shall be effective upon adoption.

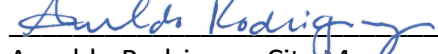
\* \* \*



## **REPORT TO CITY COUNCIL**

**Approved by:**

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

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

**Council Meeting of:** June 3, 2020

**Agenda Number:** D-1

**SUBJECT:**

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

**RECOMMENDATION:**

Adopt a resolution approving a Side Letter Agreement between the City of Madera (City) and the Madera Affiliated City Employees' Association (MACEA) extending the existing Memorandum of Understanding (MOU) one year and setting certain terms and conditions relative to employee pay, health benefits, and a holiday closure, and authorizing the City Manager to sign the Side Letter.

**SUMMARY:**

The existing MOU between the City and MACEA will expire June 30, 2020. Representatives of the City and MACEA met and conferred in good faith through the collective bargaining process and have reached agreement on the terms of a Side Letter Agreement extending the existing MOU one year and providing certain modifications to pay and benefits as noted below. The Side Letter Agreement is attached as Exhibit 1 to the proposed resolution.

**DISCUSSION:**

The City and MACEA entered into an MOU in December 2019 with an expiration date of June 30, 2020. Recognizing the potential financial impacts caused by COVID-19, MACEA representatives reached out to the City with a proposal to extend the term of their current MOU. The City and MACEA began negotiating the terms of the proposed extension. At this time, the parties have reached a tentative agreement on the terms to be contained in the Side Letter Agreement extending the MOU. In summary, the proposed Side Letter provides for the following:

- *Term:* one additional year, effective through June 30, 2021.
- *Salary:* Employees will receive a one-time payment of \$750 upon approval of the Side Letter. No additional adjustments to the salary schedule will be made.

- *Health Insurance:* The City was able to negotiate with its existing carriers and reduce the health insurance premiums effective July 1, 2020. The new premiums fall below the existing City contribution cap. This will reduce the employer contribution so that it does not exceed the premiums. The change in premium contributions by the City is summarized in Table 1 below.

Table 1: 2019/20 vs 2020/21 Monthly Health Contributions by City			
Coverage Level	2019/20 City Contribution	2020/21 City Contribution	Difference (Increase/Decrease)
Waiver	\$300.00	\$300.00	\$0.00
EE Only	\$740.16	\$688.29	\$51.87
EE + 1	\$1,354.83	\$1,258.94	\$95.89
EE + Family	\$1,971.79	\$1,832.75	\$139.04

- *Holiday Closure:* The City will close non-safety functions of City services between Christmas Day and New Years' Day. Any employee whose position requires them to work will be credited with equivalent Holiday Time if requested in writing and approved by the City Manager. The 2020 Holiday Closure is a one-time extension of the 2019 Holiday Closure and will only continue in future years if agreed to in an MOU or Side Letter Agreement.

These changes as outlined are included in the Side Letter Agreement attached as Exhibit 1 to the proposed resolution contemplated herein.

**FINANCIAL IMPACT:**

The financial impacts of the proposed Side Letter Agreement terms are presented in Table 2 below. The value of the health benefit contribution changes was determined based on current enrollment, however this number may fluctuate depending on actual enrollment for existing and new employees. For purposes of placing a value on the Holiday Closure, staff assumed four (4) work days, which is equivalent to approximately 1.5% of the work hours in a standard year. The value as shown represents 1.5% of base pay for current members of the group.

Table 2: Financial Impacts of Proposed Side Letter Agreement	
MOU Provision	Cost/Savings/Value (Increase/Decrease)
\$750 one-time payment per MACEA employee	\$78,000
Reduction in health contribution cap	\$99,393
Value of Holiday Closure	\$76,509
<b>Total Value of Agreement</b>	<b>\$55,116</b>

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**

Pay and benefits 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:**

If the Council does not take action on the resolution, existing agreement terms will continue until a successor MOU is agreed upon.

**ATTACHMENTS:**

1. Resolution
  - a. Exhibit 1: Side Letter Agreement #1 Between the City of Madera and the Madera Affiliated City Employees' Association

RESOLUTION NO. \_\_\_\_\_

**A Resolution of the City Council of the City of Madera  
Approving a Side Letter Agreement  
between the City of Madera and the Madera Affiliated City Employees' Association  
and Authorizing the City Manager to Sign the Agreement**

**Whereas**, the City of Madera (City) wishes to establish reasonable rules, regulations and compensation for its staff within the financial limits of the organization; and

**Whereas**, the existing Memorandum of Understanding (MOU) between the City and the Madera Affiliated City Employees' Association (MACEA) will expire June 30, 2020; and

**Whereas**, in accordance with the Meyers Milius Brown Act, the City has met and conferred in good faith with MACEA representatives to negotiate an extension to the current MOU; and

**Whereas**, a Side Letter Agreement has been prepared based on the outcome of said negotiations, and such Side Letter Agreement is acceptable to both parties.

**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 Side Letter Agreement between the City of Madera and the Madera Affiliated City Employees' Association, attached as Exhibit 1, is approved.
3. The City Manager is authorized to sign the Side Letter Agreement on behalf of the City of Madera.
4. This resolution is effective immediately upon adoption.

\* \* \* \* \*

**SIDE LETTER AGREEMENT #1  
BETWEEN THE CITY OF MADERA  
AND  
MADERA AFFILIATED CITY EMPLOYEES' ASSOCIATION**

The parties have conferred, and do hereby agree to the following changes to the Memorandum of Understanding between the City of Madera and the Madera Affiliated City Employees' Association dated December 4, 2019 to June 30, 2020:

**Section 1.**

Article 12 – Salary Plan is amended to read as follows:

**Article 12 – Salary Plan**

Employees represented by this unit employed with the City as of the date this Side Letter #1 is approved by the City Council will receive a one-time lump sum payment of \$750.00, subject to applicable taxes and deductions. Said payment will be made on pay date [pay date for 1<sup>st</sup> full pp following approval]. The parties agree that this one-time payment does not meet the definition of compensation earnable and it is the intent of the parties that this one-time payment will not be reportable as special compensation to CalPERS under 2 CCR 571(a). In the event that CalPERS finds the payment as reportable compensation, the parties will reopen this provision of the agreement to ensure the City's payment is no more than the cost of the \$750.00 (per employee) non-persable amount.

**Section 2.**

Article 27 – Health and Welfare is amended to read as follows:

**Article 27 – Health and Welfare**

Effective July 1, 2020, the City's defined contribution towards health insurance will be capped as follows. At no time will the City's contribution exceed the combined premium for medical, dental and vision insurance at each enrollment level.

Coverage Level	Monthly Employer Contribution
Waiver	\$300.00
EE Only	\$688.29
EE + 1	\$1,258.94
EE + Family	\$1,832.75

The City is currently evaluating alternative health plan providers, specifically participation in CSAC-EIA. The City anticipates providing the information regarding the plans and prices to all City Represented Units by July 30, 2020. Such plans would have a January 1, 2021 effective date. Regarding this specific provider option only, the City will not change from its current health plan provider unless all represented employee groups and the City are supportive of

the change. Nothing in this provision is intended to otherwise limit the City's ability to select a City-wide health care plan for FY 21-22 or thereafter.

**Section 3.**

Article 42 – Term is amended to read as follows:

**Article 42 – Term**

By mutual agreement through effecting this Side Letter #1, the parties agree that the term of this MOU is extended one year to midnight, the 30<sup>th</sup> day of June 2021.

**Section 4.**

Article 43 – Holiday Closure is amended to read as follows:

**Article 43 - Holiday Closure**

The City will continue the Holiday Closure program for one additional year and will close non-safety functions of City services between Christmas Day (December 25, 2020) and New Years' Day (January 1, 2021). All terms and conditions of such closure will be the same as those implemented in 2019. For any employee whose position with the City requires they work a normally scheduled shift during the dates identified above, the equivalent number of hours may be banked as Holiday Time to be used at a later date with prior approval of the City Manager. Such approval must be requested in writing before December 16, 2020.

This is a one-time extension and it shall become null and void thereafter and will be eliminated from the MOU unless specifically agreed to by side letter or subsequent MOU agreement.

This Side Letter Agreement is effective upon adoption and shall remain in full force and effect until June 30, 2021 or until a successor Memorandum of Understanding between the City of Madera and the Madera Affiliated City Employees' Association is fully executed by both parties, whichever occurs first.

\_\_\_\_\_  
Dustin Pickett, MACEA President

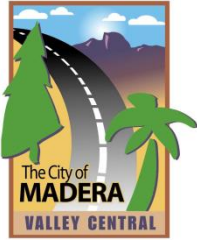
\_\_\_\_\_  
Arnoldo Rodriguez, City Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
John Dalrymple, CEA Labor Representative

\_\_\_\_\_  
Date



## REPORT TO CITY COUNCIL

**Approved by:**

Wendy Silva  
Wendy Silva, Director of Human Resources

Arnoldo Rodriguez  
Arnoldo Rodriguez, City Manager

**Council Meeting of:** June 3, 2020

**Agenda Number:** D-2

**SUBJECT:**

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

**RECOMMENDATION:**

Adopt a resolution approving a Side Letter Agreement between the City of Madera (City) and the Mid Management Employee Group (MM) extending the existing Memorandum of Understanding (MOU) one year and setting certain terms and conditions relative to employee pay, health benefits, and a holiday closure, and authorizing the City Manager to sign the Side Letter.

**SUMMARY:**

The existing MOU between the City and MM will expire June 30, 2020. Representatives of the City and MM met and conferred in good faith through the collective bargaining process and have reached agreement on the terms of a Side Letter Agreement extending the existing MOU one year and providing certain modifications to pay and benefits as noted below. The Side Letter Agreement is attached as Exhibit 1 to the proposed resolution.

**DISCUSSION:**

The City and MM entered into an MOU in December 2019 with an expiration date of June 30, 2020. Recognizing the potential financial impacts caused by COVID-19, MM representatives reached out to the City with a proposal to extend the term of their current MOU. The City and MM began negotiating the terms of the proposed extension. At this time, the parties have reached a tentative agreement on the terms to be contained in the Side Letter Agreement extending the MOU. In summary, the proposed Side Letter provides for the following:

- *Term:* one additional year, effective through June 30, 2021.
- *Salary:* Employees will receive a one-time payment of \$750 upon approval of the Side Letter. No additional adjustments to the salary schedule will be made.

- *Health Insurance:* The City was able to negotiate with its existing carriers and reduce the health insurance premiums effective July 1, 2020. The new premiums fall below the existing City contribution cap. This will reduce the employer contribution so that it does not exceed the premiums. The change in premium contributions by the City is summarized in Table 1 below.

Table 1: 2019/20 vs 2020/21 Monthly Health Contributions by City			
Coverage Level	2019/20 City Contribution	2020/21 City Contribution	Difference (Increase/Decrease)
Waiver	\$300.00	\$300.00	\$0.00
EE Only	\$740.16	\$688.29	\$51.87
EE + 1	\$1,354.83	\$1,258.94	\$95.89
EE + Family	\$1,971.79	\$1,832.75	\$139.04

- *Holiday Closure:* The City will close non-safety functions of City services between Christmas Day and New Years' Day. Any employee whose position requires them to work will be credited with equivalent Holiday Time if requested in writing and approved by the City Manager. The 2020 Holiday Closure is a one-time extension of the 2019 Holiday Closure and will only continue in future years if agreed to in an MOU or Side Letter Agreement.

These changes as outlined are included in the Side Letter Agreement attached as Exhibit 1 to the proposed resolution contemplated herein.

**FINANCIAL IMPACT:**

The financial impacts of the proposed Side Letter Agreement terms are presented in Table 2 below. The value of the health benefit contribution changes was determined based on current enrollment, however this number may fluctuate depending on actual enrollment for existing and new employees. For purposes of placing a value on the Holiday Closure, staff assumed four (4) work days, which is equivalent to approximately 1.5% of the work hours in a standard year. The value as shown represents 1.5% of base pay for current members of the group.

Table 2: Financial Impacts of Proposed Side Letter Agreement	
MOU Provision	Cost/Savings/Value (Increase/Decrease)
\$750 one-time payment per MM employee	\$24,750
Reduction in health contribution cap	\$28,040
Value of Holiday Closure	\$33,470
<b>Total Value of Agreement</b>	<b>\$30,180</b>

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**

Pay and benefits 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:**

If the Council does not take action on the resolution, existing agreement terms will continue until a successor MOU is agreed upon.

**ATTACHMENTS:**

1. Resolution
  - a. Exhibit 1: Side Letter Agreement #1 Between the City of Madera and the Mid Management Employee Group

RESOLUTION NO. \_\_\_\_\_

**A Resolution of the City Council of the City of Madera  
Approving a Side Letter Agreement  
between the City of Madera and the Mid Management Employee Group and  
Authorizing the City Manager to Sign the Agreement**

**Whereas**, the City of Madera (City) wishes to establish reasonable rules, regulations and compensation for its staff within the financial limits of the organization; and

**Whereas**, the existing Memorandum of Understanding (MOU) between the City and the Mid Management Employee Group (MM) will expire June 30, 2020; and

**Whereas**, in accordance with the Meyers Milias Brown Act, the City has met and conferred in good faith with MM representatives to negotiate an extension to the current MOU; and

**Whereas**, a Side Letter Agreement has been prepared based on the outcome of said negotiations, and such Side Letter Agreement is acceptable to both parties.

**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 Side Letter Agreement between the City of Madera and the Mid Management Employee Group, attached as Exhibit 1, is approved.
3. The City Manager is authorized to sign the Side Letter Agreement on behalf of the City of Madera.
4. This resolution is effective immediately upon adoption.

\* \* \* \* \*

**SIDE LETTER AGREEMENT #1  
BETWEEN THE CITY OF MADERA  
AND  
THE MID MANAGEMENT EMPLOYEE GROUP**

The parties have conferred, and do hereby agree to the following changes to the Memorandum of Understanding between the City of Madera and the Mid Management Employee Group dated December 4, 2019 to June 30, 2020:

**Section 1.**

Article 6 – Salaries and Benefits is amended to read as follows:

**Article 6 - Salaries and Benefits**

Employees represented by this unit employed with the City as of the date this Side Letter #1 is approved by the City Council will receive a one-time lump sum payment of \$750.00, subject to applicable taxes and deductions. Said payment will be made on pay date [pay date for 1<sup>st</sup> full pp following approval]. The parties agree that this one-time payment does not meet the definition of compensation earnable and it is the intent of the parties that this one-time payment will not be reportable as special compensation to CalPERS under 2 CCR 571(a). In the event that CalPERS finds the payment as reportable compensation, the parties will reopen this provision of the agreement to ensure the City's payment is no more than the cost of the \$750.00 (per employee) non-persable amount.

**Section 2.**

Article 18 – Insurance Benefits is amended to read as follows:

**Article 18 – Insurance Benefits**

Effective July 1, 2020, the City's defined contribution towards health insurance will be capped as follows. At no time will the City's contribution exceed the combined premium for medical, dental and vision insurance at each enrollment level.

Coverage Level	Monthly Employer Contribution
Waiver	\$300.00
EE Only	\$688.29
EE + 1	\$1,258.94
EE + Family	\$1,832.75

The City is currently evaluating alternative health plan providers, specifically participation in CSAC-EIA. The City anticipates providing the information regarding the plans and prices to all City Represented Units by July 30, 2020. Such plans would have a January 1, 2021 effective date. Regarding this specific provider option only, the City will not change from its current health plan provider

unless all represented employee groups and the City are supportive of the change. Nothing in this provision is intended to otherwise limit the City's ability to select a City-wide health care plan for FY 21-22 or thereafter.

**Section 3.**

Article 31 – Term is amended to read as follows:

**Article 31 – Term**

By mutual agreement through effecting this Side Letter #1, the parties agree that the term of this MOU is extended one year to midnight, the 30<sup>th</sup> day of June 2021.

**Section 4.**

Article 32 – Holiday Closure is amended to read as follows:

**Article 32 - Holiday Closure**

The City will continue the Holiday Closure program for one additional year and will close non-safety functions of City services between Christmas Day (December 25, 2020) and New Years' Day (January 1, 2021). All terms and conditions of such closure will be the same as those implemented in 2019. For any employee whose position with the City requires they work a normally scheduled shift during the dates identified above, the equivalent number of hours may be banked as Holiday Time to be used at a later date with prior approval of the City Manager. Such approval must be requested in writing before December 16, 2020.

This is a one-time extension and it shall become null and void thereafter and will be eliminated from the MOU unless specifically agreed to by side letter or subsequent MOU agreement.

This Side Letter Agreement is effective upon adoption and shall remain in full force and effect until June 30, 2021 or until a successor Memorandum of Understanding between the City of Madera and the Mid Management Employee Group is fully executed by both parties, whichever occurs first.

\_\_\_\_\_  
Jamie Hickman, Vice President

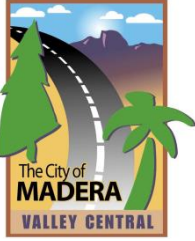
\_\_\_\_\_  
Arnoldo Rodriguez, City Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
John Dalrymple, CEA Representative

\_\_\_\_\_  
Date

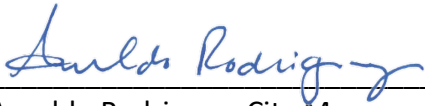


**REPORT TO CITY COUNCIL**

**Approved by:**   
\_\_\_\_\_  
Daniel Foss, Interim Department Director

**Council Meeting of:** June 3, 2020

**Agenda Number:** D-3

  
\_\_\_\_\_  
Arnoldo Rodriguez, City Manager

**SUBJECT:**

Agreement with Talley Oil, Inc. for Asphalt Pavement Crack Sealing.

**RECOMMENDATION:**

Adopt a Resolution approving the Agreement with Talley Oil, Inc. for Asphalt Pavement Crack Sealing in the amount of \$380,160.

**SUMMARY:**

In February 2020, the City published Request for Proposals (RFP) No. 201920-06 for Asphalt Pavement Crack Sealing services for 16 locations listed in Table 1. The purpose of this RFP was to solicit professional consultants with a strong background in capital improvement projects to provide services in support of City staff for future projects relating to asphalt preservation. The RFP was responded to by two qualified professional service providers that specialize in this area, Talley Oil, Inc. and Graham Contractors, Inc. Based on staff's ranking, Talley Oil, Inc. provided the best overall proposal. Therefore, the recommended agreement with Talley Oil, Inc., is a one-year agreement, with the option to extend for an additional two years with mutual written consent of both parties.

<b>Table 1: Project List</b>					
<i>Priority</i>	<i>Name</i>	<i>From</i>	<i>To</i>	<i>Width (Feet)</i>	<i>Length (Feet)</i>
1	Almond Ave	Madera Ave	Emily Way	50	1,518
2	E St	4th St	Central Ave	48	1,596
3	B St	6th St	Clinton St	48	992
4	Westberry Blvd	Riverview Dr	Howard Rd	48	4,417
5	K St	Yosemite Ave	Olive Ave	48	2,194
6	E St	Clinton St	Yosemite Ave	44	1,401
7	Pine St	Sunset Ave	3rd St	48	1,331
8	Kennedy St	Chapin St	Creekside Dr	38	2,175
9	Stadium Rd	Pecan Ave	Gary Ln	47	1,285
10	C St	12th St	Roosevelt Ave	48	1,463
11	Lilly St	Sunrise Ave	Clinton St	48	2,510
12	Almond Ave	Westberry Dr	Granada Dr	48	2,626
13	Merced St	Ellis St	Kennedy St	52	1,771
14	Sonora St	Sherwood Way	Adell St	48	1,958
15	Monterey St	150 S of Olive Ave	Walnut St	36	1,103
16	Country Club Dr	Cleveland Ave	Adell St	65	2,756

**DISCUSSION:**

Table 2 provides a comparison of the Proposal Cost Schedules submitted by both Graham Contractors, Inc. and Talley Oil, Inc. Although Graham Contractors, Inc. provided a lower overall project cost of \$380,000, the RFP states that the award will not be solely based on the lowest bid but will be based on the overall best proposal. In this case, the best proposal is Talley Oil, Inc., since Graham Contractors, Inc. cost proposal is front loaded. For example, their Schedule 1 proposal for 1 to 200 Linear Feet (LF) would cost the City \$120,000, whereas, Tally Oil Inc.'s Schedule 1 proposal would only cost \$10,560. In addition, the sum comparisons of Proposal Cost Schedules 1 and 2 illustrate a significant difference of \$123,840 due to Graham Contractors, Inc.'s high initial rates. Therefore, Graham Contractors Inc.'s proposal could be materially unbalanced due to the cost of money that must be paid out early versus over the normal construction of the project. Moreover, The Federal Highway Administration (FHWA) states that if a bid is front loaded, regardless if it is the lowest bid, it should be viewed as materialistically unbalanced, since acceptance of the bid would result in the same evils as an advance payment and an advance payment is prohibited by law. Therefore, Talley Oil Inc. is being recommended, since their rates are consistent and cost efficient across each proposal schedule.

<b>Table 2: Proposal Cost Schedule Comparison</b>						
<i>Item</i>	<i>Description</i>	<i>Approx. Quantity of Cracks in Street</i>	<i>Unit Price for Graham Contractors, Inc.</i>	<i>Unit Price for Talley Oil, Inc.</i>	<i>Total Amount for Graham Contractors, Inc.</i>	<i>Total Amount for Talley Oil, Inc.</i>
<b>Schedule 1 for 1 Linear Foot (LF) to 200 Linear Feet (LF)</b>						
1	¼" Width crack	200	\$100	\$13.20	\$20,000	\$2,640
2	½" Width crack	200	\$150	\$13.20	\$30,000	\$2,640
3	¾" Width crack	200	\$150	\$13.20	\$30,000	\$2,640
4	1" Width crack	200	\$200	\$13.20	\$40,000	\$2,640
<b>Total Schedule 1</b>					<b>\$120,000</b>	<b>\$10,560</b>
<b>Schedule 2 for 201LF to 2000LF</b>						
5	¼" Width crack	2,000	\$10	\$13.20	\$20,000	\$26,400
6	½" Width crack	2,000	\$15	\$13.20	\$30,000	\$26,400
7	¾" Width crack	2,000	\$15	\$13.20	\$30,000	\$26,400
8	1" Width crack	2,000	\$20	\$13.20	\$40,000	\$26,400
<b>Total Schedule 2</b>					<b>\$120,000</b>	<b>\$105,600</b>
<b>Total (Schedule 1 +Schedule 2)</b>					<b>\$240,000</b>	<b>\$116,160</b>
<b>Schedule 3 for 2001LF to 5000LF or more</b>						
9	¼" Width crack	5,000	\$4	\$13.20	\$20,000	\$66,000
10	½" Width crack	5,000	\$8	\$13.20	\$40,000	\$66,000
11	¾" Width crack	5,000	\$8	\$13.20	\$40,000	\$66,000
12	1" Width crack	5,000	\$8	\$13.20	\$40,000	\$66,000
<b>Total Schedule 3</b>					<b>\$140,000</b>	<b>\$264,000</b>
<b>Total Proposal Cost</b>						
<b>Schedule 1+ Schedule 2+ Schedule 3</b>					<b>\$380,000</b>	<b>\$380,160</b>

**FINANCIAL IMPACT:**

These expenditures are budgeted for annually and are included in contracted services within the Public Work's Streets Division budget.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**

The proposed action is not specifically addressed as part of the Vision Plan, nor is it in conflict with the Plan.

**ALTERNATIVES:**

As an alternative, the Council may:

1. Request additional information and/or clarification of the contract.
2. May request that staff publish an updated RFP.

**ATTACHMENTS:**

1. Resolution – Approving an Agreement
  - a. Exhibit 1 – Asphalt Pavement Crack Sealing Services Agreement
    - i. Exhibit A – Insurance Requirements

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,  
CALIFORNIA APPROVING AN AGREEMENT FOR ASPHALT PAVEMENT  
CRACK SEALING WITH TALLEY OIL, INC.**

**WHEREAS**, the City has a need to secure Asphalt Pavement Crack Sealing services from a qualified professional; and

**WHEREAS**, said services were envisioned as part of the 2019/20 Fiscal Year Budget and funds were identified in contracted services; and

**WHEREAS**, the City of Madera (City) issued a Request for Proposals (RFP) for Asphalt Pavement Crack Sealing Services; and

**WHEREAS**, the RFP was published 02/17/2020; and

**WHEREAS**, Talley Oil, Inc. was the best overall proposal; and

**WHEREAS**, Talley Oil, Inc., has been identified as a firm having the necessary experience and qualifications to provide services under this Asphalt Pavement Crack Sealing Services Agreement; and

**WHEREAS**, an agreement has been prepared between the City of Madera and Talley Oil Inc., for Asphalt Pavement Crack Sealing services that is in the best interests of both parties.

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

1. The above recitals are true and correct.
2. The City Council approves the Agreement with Talley Oil Inc., which is attached hereto as Exhibit 1.
3. The Mayor of the City of Madera is authorized to execute the Agreement and any and all documents necessary to effectuate the Agreement on behalf of the City.
4. This resolution is effective immediately upon adoption.

\* \* \* \* \*

**Exhibit 1**  
**CITY OF MADERA**  
ASPHALT PAVEMENT CRACK SEALING SERVICES

THIS AGREEMENT made and entered into the 3<sup>rd</sup> day of June 2020, by and between the CITY OF MADERA, a municipal corporation of the State of California, hereinafter called "City" and Talley Oil Inc., hereinafter called "Service Provider";

**RECITALS**

- A. The City is in need of Asphalt Pavement Crack Sealing services and the City has issued a Request for Proposals (RFP) for Asphalt Pavement Crack Sealing Service.
- B. City requires an Asphalt Pavement Crack Sealing Services Agreement from a qualified professional service provider.
- C. Service Provider is a firm having the necessary experience and qualifications to provide services under this Asphalt Pavement Crack Sealing Agreement.
- D. After conducting an RFP process for Asphalt Pavement Crack Sealing services and after review and consideration, City desires to retain Service Provider to provide said services.

**AGREEMENT**

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

1. Services. The City hereby contracts with Service Provider to provide Asphalt Pavement Crack Sealing services, herein set forth at the compensation and upon the terms and conditions herein expressed, and Service Provider hereby agrees to perform such services for said compensation, and upon said terms and conditions City hereby authorizes Service Provider to commence work on June 3<sup>rd</sup>, 2020.

2. Obligations, duties and responsibilities of Service Provider. It shall be the duty, obligation and responsibility of the Service Provider, in a skilled and professional manner, to perform, furnish and supply to the City the services and supplies in accordance with the minimum service requirements as listed below.

Service Provider shall commence work within thirty (30) days of this authorization. No mandated schedule is set. A limited list will be provided to Service Provider as needed to allow for the completion of work. Service Provider will set its own schedule per the amount of work on the list. Service Provider will notify City's Project Manager of the schedule to allow for inspection by the City.

Crack sealing at various locations throughout the City which shall include the following:

Crack seal streets having transverse, longitudinal, block and/or reflective cracking ranging from ¼" to 1" wide. Crack sealing material shall be CRAFCO Polyflex Type 3 or approved equivalent. Contractor is not required to crack seal Alligator cracking. A light blotting of sand shall be applied to reduce tracking followed by a light post sweep of the sealed areas when applicable.

The Service Provider must provide traffic control and comply with all safety requirements as set forth in the 2015 Standard Caltrans Specifications Section 7 "LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC" and Section 12 TEMPORARY TRAFFIC CONTROL". The Contractor shall be responsible for the control of traffic – vehicular and pedestrian – during all phases of the work and through the life of the contract; and shall furnish all barricades, traffic cones, lights, warning and directional signs, flagmen and any other control measures needed for safety of the public and the workmen while permitting public passage. The Contractor shall post temporary NO PARKING signs containing vehicle code 22654 and all written notification shall be approved by the City prior to any posting. It shall be the responsibility of the Contractor to maintain signs and barricades overnight and on weekends and until the completion of the contract the Contractor shall provide safe vehicular and pedestrian access ways for the public to reach the homes and businesses during the time of the project. All costs incurred for labor, material or equipment and supervision for public safety and public convenience shall be considered as being included in the bid amount and no additional payment will be made therefore.

All expenses including labor, materials, equipment, removal and disposal of existing debris, clean-up, traffic control, advanced warning and construction barricades and signing along with supervision for public safety and public convenience shall be included in your proposal.

The Service Provider shall sweep and clean the roadway within the specified limits to expose the cracks, clean out each individual crack using compressed air and fill with sealant. For cracks that are ½" wide or larger backer rod shall be installed. A hot pressure feed method shall be used and any leftover material in the cavity shall be squeegeed and made flush with the surface.

Backer rod shall be compressible, non-shrinking, non-staining, nonadsorbing material that is non-reactive with the joint sealant.

All work shall be done in accordance with City and State Standards and Specifications.

Locations may be added or deleted as need by written notice from the City’s Project Manager. The proposed locations are as follows:

Priority	Project list				
	Name	From	To	Width	Length
1	<b>Almond Ave</b>	Madera Ave	Emily Way	50	1518
2	<b>E St</b>	4th St	Central Ave	48	1596
3	<b>B St</b>	6th St	Clinton St	48	992
4	<b>Westberry Blvd</b>	Riverview Dr	Howard Rd	48	4417
5	<b>K St</b>	Yosemite Ave	Olive Ave	48	2194
6	<b>E St</b>	Clinton St	Yosemite Ave	44	1401
7	<b>Pine St</b>	Sunset Ave	3rd St	48	1331
8	<b>Kennedy St</b>	Chapin St	Creekside Dr	38	2175
9	<b>Stadium Rd</b>	Pecan Ave	Gary Ln	47	1285
10	<b>C St</b>	12th St	Roosevelt Ave	48	1463
11	<b>Lilly St</b>	Sunrise Ave	Clinton St	48	2510
12	<b>Almond Ave</b>	Westberry Dr	Granada Dr	48	2626
13	<b>Merced St</b>	Ellis St	Kennedy St	52	1771
14	<b>Sonora St</b>	Sherwood Way	Adell St	48	1958
15	<b>Monterey St</b>	150 S of Olive Ave	Walnut St	36	1103
16	<b>Country Club Dr</b>	Cleveland Ave	Adell St	65	2756

3. Service Provider’s fees and compensation: amount, how and when payable.

3.1 Fees. For all the work and services, including supplies and equipment, pertaining to the Asphalt Pavement Crack Sealing Agreement and supplies required to be furnished by the Service Provider to the City, City agrees to pay to Service Provider and Service Provider agrees to accept and receive as payment in full the following fees and compensation which shall be known as the “Fee” to be paid as hereinafter set forth.

a. Cost Schedule

From 1LF to 200LF:

Item	Description	Unit of Measure	Approx. Quantity	Unit Price (\$)	Total Amount (\$)
1	¼" Width crack	LF	200	13.20	2,640.00
2	½" Width crack	LF	200	13.20	2,640.00
3	¾" Width crack	LF	200	13.20	2,640.00
4	1" Width crack	LF	200	13.20	2,640.00

From 201LF to 2000LF:

Item	Description	Unit of Measure	Approx. Quantity	Unit Price (\$)	Total Amount (\$)
5	¼" Width crack	LF	2000	13.20	26,400.00
6	½" Width crack	LF	2000	13.20	26,400.00
7	¾" Width crack	LF	2000	13.20	26,400.00
8	1" Width crack	LF	2000	13.20	26,400.00

From 2001LF to 5000LF or more:

Item	Description	Unit of Measure	Approx. Quantity	Unit Price (\$)	Total Amount (\$)
9	¼" Width crack	LF	5000	13.20	66,000.00
10	½" Width crack	LF	5000	13.20	66,000.00
11	¾" Width crack	LF	5000	13.20	66,000.00
12	1" Width crack	LF	5000	13.20	66,000.00

3.2 How and When Payable. Once both parties agree upon finished areas, Service Provider will submit a detailed invoice with name of project, location, and details of the specific to City for work performed. City will make payment within 30 days of receipt of an invoice.

4. Effective Date and Term of Agreement. This Agreement shall be effective on June 3rd, 2020, after approval by the City Council at a duly scheduled meeting thereof and shall continue in full force and effect through June 2<sup>nd</sup>, 2021, unless otherwise terminated earlier by one of the parties pursuant to Section 8 of this Agreement. This Agreement may be extended by mutual written consent annually

thereafter, not to exceed two (2) additional years, by providing such notice to the parties as identified in Section 8 of this Agreement.

5. Hold Harmless and Insurance Requirements.

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

5.2 Indemnification and Waivers. Service Provider shall defend, indemnify, save, protect, and hold harmless the City of Madera, the members of the City Council of said City and all other officers, volunteers and employees of said City against and from all claims, suits, actions, demands or liability whatsoever to any person or persons by reason of personal injuries or death or damage or destruction of property caused by or arising out of Service Provider's operations under the terms of this Agreement, or extension thereof, or by Service Provider's failure to comply with any of the terms or provisions of said Agreement. Service Provider shall and does hereby waive any claim against the City of Madera, its officers, volunteers and employees, for any damage to equipment or other property connected with Service Provider's operations under this Agreement arising from any cause.

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

6. Attorney's Fees. In the event that any action is brought to enforce the terms of this Agreement, the party found by the court to be in default agrees to pay reasonable attorney's fees to the successful party in an amount to be fixed by the Court.

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

8. Termination.

8.1 This Agreement may be terminated at any time by either party upon fifteen (15) calendar days written notice. In the event the Agreement is terminated by either party, Service Provider shall be compensated for services performed to the date of termination based upon the compensation rates and subject to the maximum amounts payable agreed to together with such additional services performed after termination which are authorized in writing by the City representative to wind up the work performed to date of termination.

8.2 City may immediately suspend or terminate this Agreement in whole or in part by written notice where, if in the determination of City, there is:

- a. An illegal use of funds by Service Provider;
- b. A failure by Service Provider to comply with any material term of this Agreement;
- c. A substantially incorrect or incomplete report submitted by Service Provider to City.

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

All notices shall be mailed to the City:

City of Madera  
Public Works – Streets Operation  
Mgr. 1030 South Gateway Drive  
Madera, CA 93637

To Service Provider: Talley Oil Inc.  
12483 Road 29  
Madera, CA 93638

9. Compliance with Laws.

9.1 Laws Incorporated by Reference. Service Provider will comply with all applicable federal, state, and local laws in performing this Agreement. The full text of the laws listed in this Section, including

enforcement and penalty provisions, are incorporated by reference into this Agreement. Service Provider represents and warrants to the City that it has and will keep in effect during the term of this Agreement all licenses (including but not limited to, the City Madera business license), permits, and approval of whatever nature which are legally required to perform Service Provider's services.

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

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

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

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

9.6 Public Records Act. Contractor acknowledges that this Agreement and all records related to its formation, Contractor's performance of services, and City's payment are subject to the California Public Records Act, (California Government Code §6250 et seq.). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state, or local law.

9.7 Prevailing Wages. Service Provider and subcontractors shall comply with State of California prevailing wages laws.

10. Notices. All notices and communications from the Service Provider shall be to City's Street's Operations Manager. Verbal communications shall be confirmed in writing. All written notices shall be provided and addressed as indicated above.

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

12. Entire Agreement. This contract sets forth the entire Agreement between the parties and supersedes all other oral or written provisions. Any changes to this Agreement requested by either City or Service Provider may only be affected if mutually agreed upon in writing by duly authorized representatives of the parties hereto. This Agreement shall not be modified or amended or any rights of a party to it waived except by such a writing.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

CITY OF MADERA

BY: \_\_\_\_\_  
Andrew Medellin, Mayor

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
Talley Oil Inc.

DATE: \_\_\_\_\_

ATTEST:

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

APPROVED AS TO FORM :

\_\_\_\_\_  
Hilda Cantu Montoy, City Attorney

**Exhibit A**  
**Insurance Requirements for Contractors with Construction Risk**

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

*Minimum Scope and Limits of Insurance*

Contractor shall maintain limits no less than:

- **\$2,000,000 General Liability** (including operations, products and completed operations) per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO forms CG 20 10 and CG 20 37 to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies. The additional insured coverage under the Contractor's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.
- **\$1,000,000 Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and **\$1,000,000 Employer's Liability** per accident for bodily injury or disease. Contractor shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.
- **Builder's Risk (Course of Construction)** insurance covering all risks of loss less policy exclusions equivalent to the completed value of the project with no coinsurance penalty provisions. Contractor may submit evidence of Builder's Risk insurance as evidence of course of construction coverage. Termination of coverage shall not occur prior to full completion of the applicable project. The City of Madera, its officers, officials, employees and agents shall be named as loss payee. Policy must include: (1) coverage for any ensuing loss from faulty workmanship, Nonconforming Work, omission, or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures, and all other properties constituting a part of the Project; (4) transit coverage, including ocean marine coverage (unless insured by the supplier), with sub-limits sufficient to insure the full replacement value of any key equipment item; and (5) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Site. Such insurance shall be on a form acceptable to City to ensure adequacy of terms and sub-limits.
- **\$1,000,000 Professional Liability** for design/build, if applicable.
- Performance Bond, Payment Bond and Completion Bond for \$50,000.

### *Maintenance of Coverage*

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Contractor, his agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

### *Proof of Insurance*

Contractor shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

### *Acceptable Insurers*

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

### *Waiver of Subrogation*

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

### *Enforcement of Contract Provisions (non estoppel)*

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

### *Specifications not Limiting*

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

### *Notice of Cancellation*

Contractor agrees to oblige its insurance agent or broker and insurers to provide to the City with thirty (30) calendar days' notice of cancellation (except for nonpayment for which ten (10) calendar days' notice is required) or nonrenewal of coverage for each required coverage.

### *Self-insured Retentions*

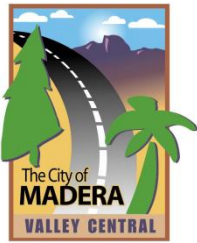
Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City's Risk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

### *Timely Notice of Claims*

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

### *Additional Insurance*

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



## REPORT TO CITY COUNCIL

**Approved by:**

Wendy Silva  
Wendy Silva, Director of Human Resources

Arnoldo Rodriguez  
Arnoldo Rodriguez, City Manager

**Council Meeting of:** June 3, 2020

**Agenda Number:** D-4

**SUBJECT:**

Employment Agreement with Gary Conte to serve as Planning Manager

**RECOMMENDATION:**

It is recommended the City Council (Council) adopt the resolution approving the At-Will Employment Agreement with Gary Conte to serve as Planning Manager and authorizing the City Manager to execute the Agreement.

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

**Announcement** - *If approved, the proposed Planning Manager At-Will Employment Agreement would employ Gary Conte as the City's Planning Manager effective June 8, 2020. The salary for the position and other terms and conditions of employment are as stated in the employment agreement. In summary, the following are contained in the Agreement:*

- *Annual Base Salary will be Step C of Range 476, which is \$101,133.48 per year*
- *Employee will be entitled to 1 ½ months salary & health benefits severance if separated without cause*
- *Vacation accrual will be 3.69 to 6.15 hours per pay period based on years of service; employee will be credited with 40 vacation hours at hire*
- *Maximum vacation accrual is 360 hours*
- *Sick Leave accrual will be 3.6923 hours per pay period*
- *Administrative Leave will be 40 hours per Fiscal Year, pro-rated based on date of hire; not eligible for carry-over or cash-out*
- *Floating Holiday will be 0-40 hours per Fiscal Year depending on years of service; not eligible for carry-over or cash-out*

- *Employee will pay the full 6.25% Employee Contribution to CalPERS and will also pay 2.375% of base salary towards the Employer Contribution to CalPERS*
- *Employee will receive the same plan offerings and the same Employer contributions toward health insurance as received by the Mid Management Employee Group*
- *City paid life insurance of \$50,000 for Employee, \$5,000 for dependents*
- *City paid long term disability policy*
- *Up to 3 days per year of Bereavement Leave for listed family members*

**SUMMARY:**

The Planning Manager position has been vacant since the departure of the former Planning Manager in October 2019. The position has been staffed by an interim Planning Manager since that time. A recruitment was conducted to solicit applications for the position. Based on the outcome of that process, the City Manager is recommending that Mr. Conte be employed as the full time Planning Manager.

**DISCUSSION:**

The Planning Manager position is an at-will, direct report to the City Manager. As such, the individual appointed to this position is employed under an at-will employment agreement.

City of Madera Administrative Policy 49: Hiring Policy for At-Will Employees provides that the City Manager may conduct a recruitment to fill open, at-will positions or may elect to forgo a formal recruitment on a case-by-case basis. In this situation, a recruitment was conducted. The City received five applications for consideration. A technical panel interviewed the three most-qualified applicants and recommended two candidates for further consideration. The City Manager and members of the management team conducted a second-round interview with both recommended applicants. Based on the outcome of the entire process, the City Manager is recommending Mr. Conte be employed as the Planning Manager.

The City Manager has offered and Mr. Conte has accepted the following terms and conditions of employment, consistent with the terms and conditions of other department head agreements. The At-Will Employment Agreement capturing these provisions is attached as Exhibit 1 to the resolution contemplated with this report.

**Employment Agreement Term**

- 3 years

**Salary**

<i>Annual Salary: Step C of Range 476 on City of Madera Schedule M</i>					
Step A	Step B	Step C	Step D	Step E	Step F
\$91,725.41	\$96,321.23	\$101,133.48	\$106,187.60	\$111,496.35	\$117,072.44

**Severance & Termination**

- 1 ½ months salary & health benefits severance in 1 lump sum payment for separation without cause

**Paid Leave**

- Vacation – accrues based on years of service; maximum accrued balance will be 360 hours. Employee also receives an 8-hour credit to vacation each year on the employee’s hire anniversary date.
  - Vacation Cash-out: Employee may cash-out unused vacation once per year if vacation balance is at least 160 hours.
    - 0-5 years of total City service – 40 hours
    - 6+ years of total City service – 80 hours
  - Employee will be credited with 40 hours vacation at hire
- Sick leave – accrues each pay cycle; no cap on accrual. After 5 years of City service, employee may cash-out unused sick leave with positive separation or retirement based on the following schedule:

Years of Service	Sick Leave Cash-Out
5	7.5%
7	10.5%
10	15.0%
15	22.0%
20	30.0%

- Family Sick Leave - Up to 72 hours of sick leave may be used each year for family.
- Administrative Leave – 40 hours credited each July 1. This leave is not available for carryover or cash-out. A pro-rated amount will be credited for the remainder of the fiscal year based on hire date.
- Holidays – The City observes 11 paid 8-hour holidays and 2 paid 4-hour holidays per year.
- Floating Holiday – Employees with 5-9 years of total City service are credited with 20 hours of Floating Holiday each July 1; employees with 10+ years of total City service are credited with 40 hours of Floating Holiday each July 1. This leave is not available for carryover or cash-out.

**Retirement**

- CalPERS formula will be the standard Public Employee Pension Reform Act (PEPRA) formula for miscellaneous employees. Employee will pay full Employee Contribution pre-tax (currently 6.25%, increasing to 7% effective July 1, 2020).

- Employee pays 2.375% of base pay towards Employer Contribution through a pre-tax salary reduction.
- Employee pays for 1959 Survivor Benefit.
- Deferred Compensation – The City offers two 457 Deferred Compensation plans for the employee to choose from and the employee may contribute to the plan of their choice. The City does not make contributions to the deferred compensation plan for management employees.

**Health Insurance**

- Employee will receive the same plan offerings and employer contribution as that received by the City of Madera Mid Management Employee Group.

**Other Benefits**

- Bereavement Leave: In addition to paid leave available, Employee will receive 3 days of leave per fiscal year in the event of the death of a grandparent, parent, spouse, registered domestic partner, or child.
- Participation in health after retirement: Employee may elect to continue to purchase health insurance from the City for self and dependents until eligible for Medicare. The cost is equal to the premium plus a 2% admin fee. The City will not contribute to retiree health.
- City paid life/AD&D insurance: \$50,000 employee/\$5,000 dependent; employee can purchase additional voluntary life insurance for self, spouse and/or dependents through the City’s provider through payroll deduction.
- City paid Long Term Disability

**FINANCIAL IMPACT:**

Pay and benefits for the Planning Manager position are included in the City’s adopted budget. Annual base salary as provided in the Agreement is \$101,133.48. Actual total compensation will depend on the enrollment tier selected for health insurance by the individual employee.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**

Pay and benefits 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 provide alternative direction to the City Manager.

**ATTACHMENTS:**

1. Resolution
  - a. Exhibit 1: Planning Manager At-Will Employment Agreement

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

**A Resolution of the City Council of the City of Madera Approving an At-Will Employment Agreement with Gary Conte to Serve as Planning Manager for the City of Madera and Authorizing the City Manager to Execute the Agreement**

**Whereas**, the City of Madera has a need for a full time Planning Manager to oversee and administer the functions of the City’s Planning Department; and

**Whereas**, the City conducted a recruitment to solicit applications for the position of Planning Manager, and based on the outcome of that process, Mr. Gary Conte was the candidate of choice to fill the position; and

**Whereas**, City Manager Arnolando Rodriguez has recommended Mr. Conte be appointed to the full time Planning Manager position; and

**Whereas**, an At-Will Employment Agreement has been negotiated with Mr. Conte by Mr. Rodriguez that sets forth the salary and benefits for the offered position, and both parties are in agreement with the terms of the At-Will Employment Agreement.

**Now, therefore, the Council of the City of Madera** hereby resolves, finds, and orders as follows:

1. The above recitals are true and correct.
2. The At-Will Employment Agreement between the City of Madera and Gary Conte to serve as Planning Manager, attached hereto as Exhibit 1, is approved.
3. The City Manager is authorized to execute the Agreement on the City’s behalf.
4. This resolution is effective immediately upon adoption.

\* \* \* \* \*

## **PLANNING MANAGER AT-WILL EMPLOYMENT AGREEMENT**

THIS AGREEMENT, entered into this 3<sup>rd</sup> day of June 2020, by and between the CITY OF MADERA, State of California, a municipal corporation (hereinafter referred to as "Employer" or "City"), and Gary Conte (hereinafter referred to as "Employee"), both of whom understand and agree as follows:

### **Recitals**

WHEREAS, Employer desires to employ the services of Gary Conte as Planning Manager for the City of Madera; and

WHEREAS, it is the desire of the City Manager of the Employer to provide certain benefits, to establish certain conditions of employment, and to set working conditions of said Planning Manager; and

WHEREAS, Gary Conte desires to be employed as Planning Manager for said City of Madera.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

### **Agreement**

#### Section 1: TERM

- A. The term of this Agreement shall be three (3) years commencing on June 8, 2020. The Employer will provide written notice to the Employee on or before March 10, 2023, of its intent to offer to extend, renew, or otherwise not renew this contract for an additional term. If the Employer chooses to extend the Agreement, the Employer will inform the Employee of the new proposed term at the time of its offer to renew. The Employee must respond to an offer to extend or renew the Agreement within 45 days of the offered extension or renewal.
- B. Employee shall serve as the Planning Manager. Employee shall at all times serve at the sole will, discretion, and pleasure of the City Manager. This means that the Employee is an at-will employee. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employer to suspend or terminate the services of the Employee at any time, with or without cause, for any reason, or for no reason at all.
- C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time after June 8, 2020, from his position with Employer. Employee is requested to give at least thirty (30) calendar days written notice to Employer prior to the effective date of resignation.

## Section 2: TERMINATION AND SEVERANCE PAY

- A. In the event Employee is terminated by the City Manager before expiration of the aforesaid term of employment and during such time that Employee is willing and able to perform his duties under this Agreement, then in that event, Employer agrees to pay Employee a lump sum cash payment equal to the maximum amount of pay permitted by law under Government Code sections 53260 and 53261, up to a lump sum cash payment equal to one and one half (1 1/2) months' aggregate salary and health benefits. Upon such termination, Employee shall also be compensated for all earned paid leave and other accrued benefits to date of termination. This shall not include the payout of accumulated sick leave other than as authorized pursuant to this Agreement.

In the event Employee is terminated for cause or for conviction, then, in that event, Employer shall have no obligation to pay the aggregate severance sum designated in the above paragraph.

- B. In the event Employer at any time during the term of this Agreement reduces the salary or other financial benefits of Employee in a greater percentage than an applicable across-the-board reduction for all Employees of Employer, or in the event Employer refuses, following written notice, to comply with any other provision benefiting Employee herein, or the Employee resigns following a suggestion, whether formal or informal, by the City Manager that he resign, then, in that event, Employee may, at his option, be deemed to be "terminated" at the date of such reduction, such refusal to comply or such suggestion within the meaning and context of the herein severance pay provisions.

## Section 3: DUTIES

- A. Employer hereby agrees to employ the Employee to perform the functions and duties of such office as set forth in the Planning Manager Job Description on file with the Office of the City Clerk and referred to for more particulars, and to perform such other duties as the City Manager may from time to time assign.
- B. The Planning Manager is exempt from the overtime provisions of the Fair Labor and Standards Act, as amended, but is expected to engage in those hours of work that are necessary to fulfill the obligations of the Planning Manager.
- C. Employee may engage in up to five (5) hours per week for teaching without prior written approval of the Employer. Employee shall not be involved in any other outside employment without written prior approval from the Employer. This includes, but is not limited to, consultant work, speaking engagements, entering an independent contract relationship, or any other activities unrelated to the Employee's employment with the City.

- D. Employee will maintain on file with the Employer his current place of residence and telephone number(s), and shall notify the Employer of any changes within twenty-four (24) hours.
- E. In the event the Employee becomes mentally or physically incapable of performing the Planning Manager job duties, the Employer will comply with the law in regard to separating the Planning Manager from employment.

#### Section 4: PERFORMANCE EVALUATION

The City Manager shall review and evaluate the performance of the Employee on an ongoing basis and shall, at least once annually on the employment anniversary date established, complete a written performance review and/or evaluation. The review and/or evaluation shall be in accordance with specific criteria developed by the City Manager. Specific criterion may be added or deleted as the City Manager may determine.

#### Section 5: SALARY

Effective June 8, 2020, Employer agrees to pay the Planning Manager for his services rendered pursuant hereto a base salary of \$3,889.75 bi-weekly (City of Madera Salary Schedule Range 476, Step C), payable in installments at the same time as the majority of the Employer's employees. The City Manager may review and adjust said annual base salary in such amounts and to such extent as the City Manager determines, consistent with the published City of Madera Salary Schedule adopted by the City Council of the City of Madera.

Employee desires to take a reduction in his compensation package equivalent to the salary contribution Miscellaneous employees are making towards the CalPERS Employee Contribution, however, employee already pays the full Employee Contribution per Section 6.C. of the Agreement. Therefore, employee desires to contribute an equivalent amount of salary towards the Employer Contribution to CalPERS. These contributions toward the CalPERS Employer Contribution shall be made as a pre-tax salary reduction and be equivalent to 2.375% of salary.

#### Section 6: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

##### A. Paid Leave

##### 1. Vacation

Employee will earn vacation credits, dependent upon the number of years of service with the City, for each pay period Employee is in a paid status at least 50% or more of the period. All accrued vacation is paid to Employee upon retirement, resignation or termination. Employee will be credited with forty (40) hours of vacation effective June 8, 2020.

COMPLETED YEARS	NUMBER OF HOURS RECEIVED PER PAY PERIOD
0 through 4 yrs.	3.6923 hrs. per pay period
5 through 9 yrs.	4.6156 hrs. per pay period
10 through 14 yrs.	5.5384 hrs. per pay period
15 through 19 yrs.	6.1538 hrs. per pay period
20 plus yrs.	6.4615 hrs. per pay period

The maximum vacation Employee is allowed to accumulate is 360 hours.

Each employee shall receive the date known as the "employee anniversary date" as a vacation day. This day shall be added to vacation time at a straight time rate. Credit for the day will not be given until the employee's anniversary date has passed during the current fiscal year and is in addition to the above accrual schedule.

Employee may request to cash out vacation once each fiscal year. For employees with up to 5 years of City service, the maximum annual cash out will be 40 hours. For employees with 6 or more years of City service, the maximum annual cash out will be 80 hours. To be eligible for such cash out provision, employees must have a vacation balance of at least 160 hours at the time of request. Requests must be made in writing to the Payroll Specialist at least 15 days in advance and such requests will be paid on a regular pay date of the City.

2. Sick Leave

Sick leave, with pay, accrues at the rate of 3.6923 hours per pay period an employee is in a paid status at least 50% or more of the period. Rules governing sick leave use and eligibility are noted in the City of Madera Personnel Rules and Regulations.

In addition to the reasons for use of Sick Leave as stated in the Personnel Rules & Regulations, an employee may utilize accrued Sick Leave hours for any absence designated by the City as being covered by the Federal Family Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA), regardless of the reason for the leave. It will be the employee's responsibility to complete the required paperwork to certify the need for leave and he/she must provide timely notification of the need for leave in compliance with FMLA/CFRA regulations. Use of Sick Leave for this purpose will not commence until such requirements have been met. Use of Sick Leave for family members when the leave has been designated as FMLA/CFRA will not count against the employee's annual limit of Family Sick Leave as provided in this Agreement.

Employee may cash out sick leave upon retirement or positive separation from the City based on the below table. To be eligible, employees must be employed with the City on a full time basis for a minimum of five years. Negative terminations (discharge) are not

eligible for cash out of sick leave. An employee has the option to convert 100% of the remaining sick leave upon retirement to CalPERS service credit.

<u>Years of Service</u>	<u>Sick Leave Cash-Out</u>
5	7.5%
7	10.5%
10	15.0%
15	22.0%
20	30.0%

### 3. Family Sick Leave

Sick Leave may be used up to the limit of seventy-two hours each calendar year:

3.1. For the diagnosis, care, or treatment of an existing health condition or preventative care for an employee's family member, including:

3.1.1. Child (including a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis.)

3.1.2. Spouse or Registered Domestic Partner

3.1.3. Parent (including biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.)

3.1.4. Grandparent

3.1.5. Grandchild.

3.1.6. Sibling.

3.2. To obtain any relief or services related to being a victim of domestic violence, sexual assault, or stalking including the following with appropriate certification of the need for such services:

3.2.1. A temporary restraining order or restraining order.

3.2.2. Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.

3.2.3. To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.

- 3.2.4. To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.
- 3.2.5. To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.
- 3.2.6. To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

Such leave is a part of Sick Leave accrual, not in addition to, the 12 days (96 hours) of Sick Leave earned per year. All conditions and restrictions placed by the City upon the use by an employee of sick leave for himself or herself shall apply to the use by an employee of sick leave to attend to an illness of his or her identified family member.

All other provisions for use of Sick Leave by the employee also apply to Family Sick Leave use. This includes, but is not limited to, the Sick Leave section of the Personnel Rules and Regulations.

#### 4. Administrative Leave

In recognition of the fact that Employee is expected to work all reasonable hours necessary to accomplish assigned tasks he will be credited with five days (40 hours) of Administrative Leave at the beginning of each fiscal year. This leave may not be carried over or cashed out and shall be taken under the same conditions as vacation leave. It is recognized that such time is not intended to provide an hour for hour or greater leave for actual hours worked over those scheduled, but it is a benefit in recognition of duty requirements. As this Agreement will be effective mid-Fiscal Year, Employee will be credited with a pro-rated amount of Administrative Leave upon hire for Fiscal Year 2019/20.

#### 5. Holidays

The following (8) hour days are established as holidays with pay: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day After Thanksgiving, and Christmas Day.

The parties agree that the following half days (4 hours) are established as partial holidays with pay: Good Friday and the last work day prior to Christmas or New Year's Day.

The parties agree that to be eligible to receive a paid holiday, the employee must be in a paid status on the scheduled work day either immediately preceding the identified holiday or on the scheduled work day immediately following the identified holiday.

In addition to the City observed holidays outlined above, Employee will receive floating holiday leave hours. Said leave hours shall be credited to the employee on July 1 of each fiscal year, may not be carried over or cashed out, and shall be taken under the same conditions as vacation leave. Employees with 5-9 years of full time continuous service with the City of Madera as of July 1 of each year shall be credited with 20 hours of floating holiday leave. Employees with 10 or more years of full time continuous service with the City of Madera as of July 1 of each year shall be credited with 40 hours of floating holiday leave.

#### B. Disability, Health, and Life Insurance

Employer will provide term life insurance for Employee in the amount of \$50,000 which includes accidental death and dismemberment (AD&D) coverage. Employer also will provide dependent life in the amount of \$5,000 and Long Term Disability Insurance, which provides salary replacement benefits.

Employer agrees to provide a monthly health benefit allowance for the employee to purchase health insurance (including medical, dental and vision coverage of the Employee and family) through an IRS Section 125 Cafeteria Plan. The benefit plans offered by Employer and the monthly benefit allowance received by Employee from Employer will be equal to the benefit plans offered to and monthly benefit allowance received by employees represented by the Mid Management Employee Group.

Medicare - 1.45% Employer's contribution matched by an Employee contribution of 1.45% of Employee's salary for mandated Medicare coverage.

#### C. Retirement

The City participates in the CalPERS retirement system. Employee will be placed on the appropriate miscellaneous plan consistent with CalPERS membership requirements. The Employee will pay all of the Employee Contribution for the plan in pre-tax dollars under IRS Code 414(h)(2). The Employee will also be responsible for the Employee's Contribution for the 1959 Survivor's Benefit.

#### D. Bereavement Leave

Employee is allowed an additional three (3) days leave per fiscal year in the event of death of any of the following members of the employee's family: spouse, child, parent or grandparent.

E. Retiree Paid Health Insurance

The City will allow Employee to continue to participate in the City health plan offerings (medical, dental, and vision) at the retiree's expense until age 65 or when eligible for Medicare, whichever comes first. Both retiree and dependent coverage are available under this program. An administrative fee in an amount equal to two percent (2%) of the insurance premiums will be charged to the retiree for the City to process the benefit. In the event the administrative fee increases, retiree shall pay the higher fee. If, in the future, the City no longer offers the same insurance carrier/plan the retiree and his or her spouse will be eligible to purchase insurance coverage under the new plan. Coverage must be selected upon retirement; no lapse in coverage will be allowed under this provision. If retiree chooses not to participate or chooses to terminate participation, retiree may not seek coverage under the City health plan at a later date.

F. Other

The City Manager shall fix any such other terms and conditions of employment, as s/he may determine from time to time, relating to the performance of the Planning Manager, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City of Madera Municipal Code or any other law.

Section 7: TERMINATION

The Planning Manager is an at-will employee and serves at the will and pleasure of the City Manager and may be terminated at any time.

Section 8: DUES AND SUBSCRIPTIONS

Employer agrees, to the extent it is financially able, to budget for and to pay for professional dues and subscriptions of Employee necessary for his continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional participation, growth, and advancement, and for the good of the Employer.

Section 9: PROFESSIONAL DEVELOPMENT

A. Employer hereby agrees, to the extent it is financially able, to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official functions for Employer, including but not limited to such other national, regional, state and local governmental groups and committees thereof which Employee serves as member.

- B. Employer also agrees, to the extent it is financially able, to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes and seminars that are necessary for his professional development and for the good of the Employer.

#### Section 10: INDEMNIFICATION

In addition to that required under state and local law, Employer shall defend, hold harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as Planning Manager. Employer will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

#### Section 11: BONDING

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

#### Section 12: CONFLICT OF INTEREST

- A. Employee shall not engage in any business or transaction or have a financial or other personal interest or association, direct or indirect, which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal interests, distinguished from financial interests, include an interest as arising from blood or marriage relationships or close business, and personal or political affiliations.
- B. Employee shall also comply with the conflict of interest provisions of the California Government Code and any conflict of interest code applicable to the Planning Manager's employment.
- C. Employee is responsible for submitting to the City Clerk the appropriate Conflict of Interest Statements (including Form 700) at the time of appointment, annually thereafter, and at the time of separation from position.

#### Section 13: NOTICES

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

Employer: City Manager, City of Madera, 205 West Fourth Street, Madera CA 93637

Employee: On file with the City of Madera Human Resources Department

Alternately, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

#### Section 14: REDUCTION OF BENEFITS

Employer shall not at any time during the term of this Agreement reduce the salary, compensation or other financial benefits of Employee, except to the degree of such reduction across-the-board for all Employees of the Employer.

#### Section 15: GENERAL PROVISIONS

- A. The text herein shall constitute the entire and fully integrated Agreement between the parties and no promise, representation, warranty or covenant not included in this Agreement has been relied upon by any party hereto.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Employee; however, this Agreement is not assignable by either party.
- C. This Agreement shall become effective commencing June 8, 2020.
- D. This Agreement replaces and supersedes any previous Employment Agreements or Agreement Amendments, written and oral, between Employer and Employee.
- E. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable by a court of law, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect. This Agreement shall be construed under California law. No waiver of any term or condition of the Agreement shall be considered a continuing waiver thereof.

IN WITNESS WHEREOF, the City of Madera has caused this Agreement to be signed and executed on its behalf by its City Manager, and duly attested by its City Clerk, and the Planning Manager has signed and executed this Agreement, both in duplicate.

EMPLOYEE

CITY OF MADERA

\_\_\_\_\_  
Gary Conte

\_\_\_\_\_  
Arnoldo Rodriguez, City Manager

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

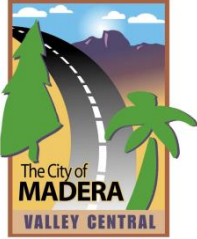
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ATTEST

APPROVED AS TO FORM

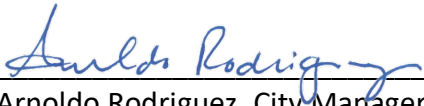
\_\_\_\_\_  
Alicia Gonzales, City Clerk

\_\_\_\_\_  
Hilda Cantú Montoy, City Attorney



## REPORT TO CITY COUNCIL

**Approved by:**

  
Arnaldo Rodriguez, City Manager

**Council Meeting of:** June 3, 2020

**Agenda Number:**         D-5        

**SUBJECT:**

Request of a one-year extension of the current tax sharing agreement between the City and the County of Madera

**RECOMMENDATION:**

Approve a resolution approving a one-year extension to the current agreement set to expire June 5, 2020.

**SUMMARY:**

Historically, the City and County have entered into multi-year a tax sharing agreement (TSA) to streamline compliance with the annexation requirements found in State law and to address various other issues as desired by both parties. The current agreement is a three-year agreement executed on June 6, 2017 and expires on June 5, 2020. Per the TSA, it may be extended for two one (1) year terms upon mutual written agreement prior to expiration.

**DISCUSSION:**

The State laws that govern the annexation of property require that there be an agreement between a city and county regarding the disposition of property taxes generated by the affected properties. Although this agreement may be reached on a project-by-project basis, in many instances cities and counties enter into "master tax sharing agreements" in order to streamline annexation proceedings. Although the State's requirement is to identify how property taxes will be allocated, the parties to a master TSA may include any issues which they believe are pertinent. Issues that have commonly been addressed in the past include sales tax sharing, development project referrals, jail booking fees, etc.

Key provisions of the current TSA include the following:

- Agreement was executed on June 6, 2017, with an allowable extension of two one (1) year terms upon mutual written agreement prior to expiration.

- Property tax revenues collected on property that is annexed into the City is shared with the County.
- The County retains the base property tax revenue, which is property tax amount allocated to that jurisdiction in the fiscal immediately preceding the tax year in which the annexation occurs, and the annual increment is shared with the City receiving one-half (½) of the increment and the County receiving one-half (½) of the increment. The increment is the annual growth of the value of the property, limited by State law (e.g. Proposition 13) to two percent (2%) per year.
- The City pays to the County an amount equal to three percent (3%) of the Bradley Burns sales and use taxes received by the City. The Bradley Burns tax is the one percent (1%) sales and use tax allocated to the City by the State from all sales made within the City of Madera.
- City agrees to pay to the County \$50,000 annually to be dedicated for the funding of the Madera County Library System.
- There is a provision in the agreement for the City to provide law enforcement services to the County in the Parkwood area, which is in the County jurisdiction.

If the TSA is not extended past the agreement term of June 5, 2020, the City will not be able to annex property into the City limits. The City and County would move to negotiate on an individual level for every proposed annexation and would have to prepare an agreement for each annexation. If the agreement expires, without an extension, certain key provisions to provide law enforcement services and the payment for Library services may become difficult to address on an individual agreement basis.

In the spirit of cooperation, staff is recommending it is best we continue with an extension to the existing TSA in hopes to bring to Council an updated agreement, subject to negotiations with the County. Unfortunately, the unprecedented public health pandemic of COVID-19 has created scheduling challenges that have minimized the availability of both parties to further the discussion. With new leadership taking effect at the County, as a new County Administrative Officer takes charge on June 1, 2020, it is the City's intent to set this agreement discussion as a priority.

It is noted that the County Board of Supervisors will also consider the extension.

**FINANCIAL IMPACT:**

There are no additional financial impacts from the extension of the master tax sharing agreement with the County.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**

The recommended action supports the Well Planned Community Vision Statement. "Sound planning helps Madera celebrate its past, balance its present with available resources and

infrastructure and anticipate its future with coordinated planning and interagency cooperation guided by a shared vision."

**ALTERNATIVES:**

The Council may elect to not to approve a one-year extension of the TSA between the City of Madera and the County of Madera set to expire June 5, 2020.

**ATTACHMENTS:**

1. Resolution
2. Existing Master Tax Sharing Agreement

RESOLUTION NO. \_\_\_\_\_

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

**WHEREAS**, the City of Madera (City) and the County of Madera (County) entered into a three-year Tax Sharing Agreement (TSA) executed on June 6, 2017;

**WHEREAS**, the current agreement is set to expire on June 5, 2020; and

**WHEREAS**, Section 13(a) of the TSA allows two, one-year extensions upon mutual written agreement prior to, with an allowable extension of two one (1) year terms upon mutual written agreement prior to expiration; and

**WHEREAS**, the City of Madera is seeking to approve a one-year extension of the current TSA between the City of Madera and the County of Madera; and

**WHEREAS**, the City and County would need to negotiate on an individual level for every proposed annexation and would have to prepare an agreement for each annexation should the existing agreement expire.

**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 Council approves the extension of Agreement for Purchase and Sale of Real Property between the City of Madera and the County of Madera set to expire June 5, 2020 for a one-year term through June 5, 2021. The Mayor is authorized to execute the extension of the Agreement as reviewed by the City Manager and approved as to form by the City Attorney.
3. This resolution is effective immediately upon adoption.

\* \* \* \* \*

**Tax Sharing Agreement between the City of Madera and the County of Madera**

THIS AGREEMENT is made and entered into this 6<sup>th</sup> day of June, 2017, by and between the COUNTY OF MADERA, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and the CITY OF MADERA, a municipal corporation of the State of California, hereinafter referred to as "CITY".

**RECITALS**

- A. COUNTY and CITY wish to work together to develop a fair and equitable approach to property and sales tax sharing and the encouragement of sound economic growth.
- B. In order to encourage economic development and environmentally sound land- use planning, it is important that any tax sharing among COUNTY and CITY be determined in advance to reduce delay and that any arrangement not be fiscally detrimental to either party.
- C. Annexation to CITY of areas within its Sphere of Influence benefit CITY and COUNTY and are key to economic development for CITY and COUNTY and without which there will be, in effect, a reduction of the ability of CITY and COUNTY to serve their citizens.
- D. Close cooperation between COUNTY and CITY is necessary to maintain the quality of life throughout Madera County and deliver needed services in the most cost- efficient manner to all CITY and COUNTY residents.
- E. COUNTY recognizes the need for orderly growth within and adjacent to CITY and for supporting appropriate annexations and promoting the concentration of development within CITY.
- F. Annexation which results in the development of urban uses in response to a clearly demonstrated community demand is appropriate; and well planned and fiscally sound redevelopment of underutilized property can be a valuable tool in the physical and economic development of CITY and COUNTY.

NOW, THEREFORE, COUNTY and CITY hereby agree as follows:

**AGREEMENT**

- 1. DEFINITIONS. Unless the particular provision or context otherwise requires, the definitions contained in this section and in the Revenue and Taxation Code shall govern the construction, meaning, and application of words used in this Agreement.
  - a. "Base property tax revenues" means property tax revenues allocated by tax rate equivalents to all taxing jurisdictions as to the geographic area comprising a given tax rate area annexed in the fiscal year immediately preceding the tax year in which property tax revenues are apportioned pursuant to this Agreement, including the amount of State reimbursement for the homeowners' and business inventory exemptions.
  - b. Except as provided in § 3(a), "property tax increment" means revenue from the annual tax increment, as "annual tax increment" is defined in § 98 of the Revenue and Taxation Code, attributable to the tax rate area for the respective tax year.

- c. "Property tax revenue" means base property tax revenue, plus the property tax increment for a given tax rate area.
- d. "Tax rate equivalent" means the factor derived for an agency by dividing the property tax levy for the prior fiscal year computed pursuant to § 97 of the Revenue and Taxation Code by the gross assessed value of the agency for the prior fiscal year.

2. SALES TAX REVENUE EXCHANGE.

- a. CITY and COUNTY agree that it is the intent of this Agreement that COUNTY receive an amount equal to 3 percent (3%) of the one percent (1.00%) Bradley Burns sales and use taxes received by CITY or an equivalent amount should the State of California exchange all or a portion of sales and use taxes for an increased share of property taxes to CITY. Nothing herein is intended to allow COUNTY to receive more than three percent (3%) of CITY'S revenue from Bradley Burns sales and use taxes or in lieu receipts for such taxes. In the event that property taxes are exchanged for all or a portion of sales and use taxes, CITY will account for such revenues and transfer an amount equal to three percent (3%) to COUNTY.
- b. Nothing herein shall be construed so as to require COUNTY to share with CITY sales tax revenues COUNTY has received within the meaning of California Government Code §§ 55700 through 55707 or Article XIII, § 29 of the California Constitution.

3. IMPLEMENTATION OF SALES TAX REVENUE COLLECTION.

- a. Pursuant to the Bradley Burns Uniform Local Sales and Use Tax Law (Revenue and Taxation Code § 7200 et seq., hereinafter "Bradley Burns"), CITY shall, within thirty (30) days of the execution of this Agreement, amend its local sales and use tax ordinance. Said amendment shall be expressly made effective the first day following LAFCO approval of the amendment to the City Sphere of Influence. This amendment shall enable COUNTY, pursuant to its sales and use tax ordinance, to collect a portion of CITY's one percent (1%) Bradley Burns sales tax that is generated within the incorporated area of CITY, as follows:
  - i. Three percent (3.00%) of the CITY's one percent (1.00%), generated from the first day of the month immediately following full execution of this Agreement by all parties for a period of three years or as extended by the parties hereto.
- b. CITY and COUNTY agree that it is the intent of this Agreement that COUNTY receive three percent (3.00%), generated from the first day of the month immediately following full execution of this Agreement by all parties for a period of three years or as extended by the parties hereto of the one percent (1.00%) Bradley Burns sales and use taxes received by CITY or an equivalent amount should the State of California exchange all or a portion of sales and use taxes for an increased share of property taxes to CITY. Nothing herein is intended to allow COUNTY to receive more than three percent (3.00%) of CITY'S revenue from Bradley Burns sales and use taxes or in lieu receipts for such taxes. In the event

that property taxes are exchanged for all or a portion of sales and use taxes, CITY will account for such revenues and transfer an amount equal to three percent (3.00%) to COUNTY.

- c. In order to implement the sales and use tax sharing as contemplated in this Agreement so that said tax sharing is effective on the first day of the month immediately following full execution of this Agreement by all parties, CITY shall remit to COUNTY the amount to which COUNTY would have been entitled to pursuant to the provisions of this Agreement until such time as the tax sharing ordinance to be adopted by the City pursuant to Section 3(a) herein is effective and fully implemented by Board of Equalization. Said remittance shall be made within 30 days of the CITY's receipt of such sales and use tax from the Board of Equalization. In the event that CITY makes payment pursuant to this provision and COUNTY is later paid the same amount by the Board of Equalization, COUNTY shall reimburse CITY the amount overpaid within thirty days of COUNTY's receipt of such overpayment.

It is understood by the parties to this Agreement that the terms set forth herein shall not apply to any general or special sales and use tax which might be adopted by the CITY at any time, and the CITY shall retain 100% of any such special sales or use tax.

4. EXCHANGE OF PROPERTY TAX REVENUES TO BE MADE UNDER § 99 OF THE REVENUE AND TAXATION CODE.

- a. The property tax revenues collected in relation to annexations shall be apportioned between CITY and COUNTY as set forth in § 4(b) below. The parties acknowledge that, pursuant to §§ 54902, 54902.1 and 54903 of the Government Code and §§ 97 and 99 of the Revenue and Taxation Code, the distribution of such property tax revenues will not be effective until the revenues are collected in the tax year following the calendar year in which the statement of boundary changes and the map or plat is filed with the County Assessor and the State Board of Equalization.
- b. In regards to the annexation of real properties, COUNTY will retain all of its base property tax revenue upon annexation. CITY shall receive one-half (1/2) of COUNTY's share of the property tax increment for improvements which increase base property tax assessment and COUNTY shall receive one-half (1/2) of COUNTY's share.

5. USE OF REVENUE FOR LIBRARY SERVICES.

CITY AND COUNTY agree that, in addition to the revenues reallocated from the City to the County by this AGREEMENT, the sum of \$50,000 shall be paid by the City to the County annually for the term of this Agreement and dedicated by the County to the funding of operations of the Madera Branch of the Madera County Library System.

6. CRIMINAL JUSTICE ADMINISTRATION ("BOOKING") FEES.

California Government Code § 29550 provides for the recovery by counties of criminal justice administration ("booking") fees from cities and from other jurisdictions. The State of California currently reimburses the COUNTY for costs associated with booking inmates and the parties agree that COUNTY shall not charge CITY any fees for such costs as long as the State continues such reimbursement. In the event the State discontinues reimbursement of booking fees to the COUNTY, the COUNTY may charge to the CITY an amount up to one half of eligible costs associated with booking CITY inmates in accordance with Government Code § 29550 et seq. In that event COUNTY shall provide CITY with quarterly invoices upon which the CITY shall pay the COUNTY.

7. DEVELOPMENT WITHIN CITY'S URBAN GROWTH BOUNDARY.

- a. Urban development projects which may be contemplated by property owners or developers outside the City limits but within the City's General Plan Urban Growth Boundary, as shown in Exhibit "A", shall be referred to the City for consideration of annexation.
- b. For the purpose of this Agreement, "Urban Development Project" means: general plan amendments, specific plan or area plan amendments, rezonings, conditional use permits, site plan reviews, or other discretionary applications requiring approval by the County Planning Commission or Board of Supervisors, or any combination thereof, for commercial, residential or industrial uses. Institutional uses (including but not limited to schools, churches and other public and semi-public uses) and agricultural oriented uses (including but not limited to dairies and food processing facilities) shall be considered commercial uses under this section for those properties within the proposed Sphere of Influence as shown in Exhibit "B".

An Urban Development Project does not include any project for which a complete application was received by County prior to the effective date of this Agreement.

- c. City shall have 45 days to review the referred project and adopt a resolution of intent to annex if it so chooses. If the City adopts such resolution indicating its intent to annex, it shall have 10 months to take action to prezone the property and approve the project. If City determines that the Urban Development Project requires the preparation of an environmental impact report, City shall have 18 months to complete the pre zoning and take action to approve the project.
- d. If the City does not adopt a resolution of intent to annex, and if the project is found by City to be consistent with the City's General Plan, County may proceed with its consideration and approval of the Urban Development Project. In those instances, County shall require that the project be developed in conformance with City standards to minimize obstacles to future annexation.

- e. If the project is not found by City to be consistent with City's General Plan, or if the City adopts a resolution of intent to annex but LAFCO denies the application, then the project shall not proceed in either the City or the County.
- f. For Urban Development Projects located within the area shown in Exhibits "C-1 and C-2" (Avenue 18 ½ and SR 99 and Avenue 12 and SR 99), City and County agree to meet and confer to seek a mutually acceptable outcome regarding the development of the project.
  - i) County Chief of Development Services and City Director of Community Development are designated to initiate meet and confer session as necessary under this section.
  - ii) Subsequent to the meet and confer session specified in this section, County may proceed with its consideration and approval of the Urban Development Project for only those areas in Exhibits "C-1 (entirely) and C-2 (only South of Avenue 12)".

8. SPHERE OF INFLUENCE AMENDMENT.

- a. CITY will file a request with LAFCO to amend the Sphere of Influence to include the area designated within Exhibit "B". Such request will be made in conjunction with the completion of a Municipal Services Review (MSR), completed in accordance with the policies of Madera LAFCO.
- b. COUNTY agrees, through the approval of this Tax Sharing Agreement, that it is in support of the amendment to the Sphere of Influence to include the area designated in Exhibit "B" to facilitate the orderly expansion of the City.

9. LAFCO APPROVAL OF SPHERE OF INFLUENCE AMENDMENT.

- a. Both Parties hereto shall be excused from performing their obligations under this Agreement, in the event that for any reason, LAFCO does not approve the Sphere of Influence Amendment within the following timeframes:
  - i. 8 Months from LAFCO's receipt of a complete application by the City, if LAFCO serves in the Lead Capacity for the preparation of the MSR.
  - ii. 3 Months from LAFCO's receipt of a complete application by the City, including an MSR, if the City serves in the lead Capacity for the preparation of the MSR.
- b. If the Parties' performance of their obligations under the referenced sections become excused pursuant to Section 1(a) above, such obligations shall again apply upon LAFCO's approval of the Sphere of Influence Amendment and shall be effective from and after such approval by LAFCO.

- c. During the period in which the Parties' obligations under these Sections are excused, neither party shall accrue any benefits defined in or provided by this Agreement. No monetary payment or other compensation will be due to either Party for the period when both Parties' performance of these obligations is excused.
- d. During the period in which the Parties' obligations under this sections are excused, the Parties agree that this Agreement will not satisfy the requirements of Section 99 of the Revenue and Taxation Code as to agreement on the exchange of property taxes for City annexations.
- e. In the event that LAFCO does not approve the Sphere of Influence Amendment within the times specified in Section 3(a), the Parties agree to meet and confer to determine if alternatives exist to excusing performing under the agreement as described in Sections 3(a) through 3(d). Nothing in this Section 3(d) shall be construed as limiting the authority of either Party to be excused from performance before or after the Parties' meet and confer.

10. CREATION OF PARCEL SIZES LESS THAN 20 ACRES WITHIN SPHERE OF INFLUENCE.

Except in circumstances where both parties agree, land divisions proposing parcels less than 20 acres which are referred to the City for consideration of annexation will be found to be inconsistent with the City's General Plan and shall therefore not be approved. Typical basis for an exception would include division of a previously developed property or creation of a single home site on an agricultural parcel of larger than 20 acres.

11. ADDITIONAL NEW GROWTH AREAS WITHIN CITY GENERAL PLAN PLANNING AREA.

CITY desires the incorporation of a "green belt" or agricultural buffer area around the exterior of its potential urban growth boundary as described in City's General Plan. To this end, County agrees that no New Growth Areas as defined by COUNTY General Plan will be established or designated within the City's General Plan Planning Area.

12. LAW ENFORCEMENT SERVICES TO PARKWOOD.

The City agrees to provide law enforcement services to the County in the Parkwood area as described herein for the Term of the Agreement, unless the Agreement is terminated earlier pursuant to the terms hereof. The Parkwood area, for purposes of this Agreement, is defined as the area bounded by E. Pecan Avenue to the North, Highway 145/S. Madera Avenue to the West, Raymond Thomas Road to the East and the Conrad Street prolongation to the South.

The service delivery level shall be the same as is provided for the City of Madera within the city limits. City shall create a notice which County shall provide to Parkwood residents in the first two utility bills generated after the effective date of this Agreement, informing them that Madera Police Department is providing law enforcement services in the Parkwood area.

County shall indemnify, defend, and hold harmless the City, and its officers, employees, and agents, from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the City's provision of law enforcement services pursuant to this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from this Agreement, the County shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

City shall indemnify, defend, and hold harmless the County, and its officers, employees, and agents, from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the City's provision of law enforcement services pursuant to this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County. In the event the County indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from this Agreement, the City shall provide a defense to the County indemnitees, or at the County's option, reimburse the County indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

The Parties to this Agreement expressly agree that this Section 12 providing for law enforcement services is intended to be by and between the County and the City as independent contractors and consequently shall not be construed to create any relationship of employer-employee, agent, servant, partnership, joint venture or any other association between or among the County and the City. Any and all officers performing under this section shall, at all times, exclusively be considered employees of the City. The law enforcement services to be performed by all City officers under this section, including the standards of performance, discipline and control thereof, shall also be the sole responsibility of the City, which shall ensure that its officers provided under this section observe and follow all applicable rules, regulations, policies, practices and standards while performing law enforcement services under this section. All officers performing services under this section shall receive administrative directions and technical support solely from the City Police Department.

### 13. GENERAL PROVISIONS.

- a. Term. This Agreement shall take effect upon being fully executed by both parties and shall be effective for a period of three (3) years, unless terminated prior to that time by mutual agreement of the parties or as otherwise terminated herein. This Agreement may be extended for two one (1) year terms upon mutual written agreement prior to expiration.
- b. Termination Due to Operation of Law Or Failure of Party to Perform. In addition, should all or any portion of this Agreement be declared invalid or inoperative by a court of competent jurisdiction, or should any party to this Agreement fail to perform any of its obligations hereunder, or should any party to this Agreement take any action to frustrate

the intentions of the parties as expressed (collectively or independently "event") in this Agreement, then in such event, the parties are obligated to negotiate a resolution of the issues presented by such event. Should the parties fail to meet within thirty (30) days of notice of the event triggering the meeting requirement or should the parties fail to resolve the issues presented by the event, then this entire Agreement, as well as any ancillary documents entered into by the parties in order to fulfill the intent of this Agreement, shall immediately be of no force and effect.

- c. Termination Due to Changes in Law. The purpose of this Agreement is to alleviate in part the revenue shortfall experienced by COUNTY, which may result from CITY's annexation of revenue-producing or potentially revenue-producing properties located within the unincorporated area of COUNTY. The purpose of this Agreement is also to enable CITY to proceed with territorial expansion and economic growth consistent with the terms of existing law as mutually understood by the parties as well as to maximize each party's ability to deliver essential governmental services. In entering into this Agreement, the parties mutually assume the continuation of the existing statutory scheme for the distribution of available tax revenues to local government and that assumption is a basic tenet of this Agreement. Accordingly, it is mutually understood and agreed that this Agreement may, by mutual agreement be terminated should changes occur in statutory law, court decisions or State administrative interpretations which negate the basic tenets of this Agreement.
- d. Modification. This Agreement and all of the covenants and conditions set forth herein may be modified or amended only by a writing duly authorized and executed by COUNTY Board of Supervisors and CITY Council.
- e. Enforcement. COUNTY and CITY each acknowledge that this instrument cannot bind or limit themselves or each other or their future governing bodies in the exercise of their discretionary legislative power. However, each binds itself that it will insofar as is legally possible fully carry out the intent and purposes hereof, if necessary by administrative action independent of ordinances, and that this Agreement may be enforced by injunction to the extent allowed by law.
- f. Entire Agreement; Supersession. With respect to the subject matter hereof, this Agreement supersedes any and all previous negotiations, proposals, commitments, writings, and understandings of any nature whatsoever between COUNTY and CITY except as otherwise provided herein.
- g. Notice. All notices, requests, certifications or other correspondence required to be provided by the parties to this Agreement shall be in writing and shall be delivered by first-class mail or an equal or better form of delivery to the respective parties at the following addresses:

COUNTY:

County Administrative Officer  
County of Madera Government Center  
200 West 4<sup>th</sup> Street  
Madera, CA 93637

CITY:

City Administrator  
City of Madera City Hall  
205 West 4th Street  
Madera, CA 93637

- h. Notice of Breach. Prior to this Agreement being terminated by COUNTY for failure by CITY to comply with its material obligations hereunder, COUNTY shall provide notice to CITY of such failure, and CITY shall comply with the terms and conditions of this Agreement within thirty (30) days of receipt of notice. If CITY fails to timely comply, CITY shall be in breach of this Agreement and COUNTY may terminate this Agreement as provided herein. During the thirty (30) day notice period and until CITY certifies its compliance in writing and COUNTY accepts in writing, no property tax transfer agreement, as contemplated by the Revenue and Taxation Code, shall exist between COUNTY and CITY with respect to any pending annexations. In like manner, CITY shall give COUNTY thirty (30) days' written notice and opportunity to cure any alleged material noncompliance, breach, or default of this Agreement on the part of COUNTY before terminating this Agreement as provided herein, except that during that period a property tax transfer agreement shall be deemed to exist. The failure of a party to comply with any material obligation imposed by this Agreement that is not remedied within thirty (30) days shall be a material breach and be a ground for termination. Except as otherwise provided in this Agreement for a breach of its terms and conditions, the parties may enforce this Agreement in any manner authorized by law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in the County of Madera, State of California, on the dates set forth above.

\* \* \* \* \*

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

ATTEST:

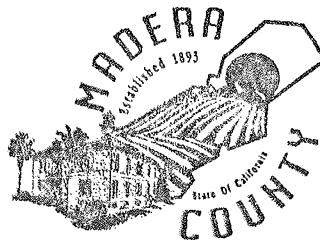
*Shonda Garza*  
Clerk, Board of Supervisors

COUNTY OF MADERA

*Max Tuley*  
Chairman, Board of Supervisors

Approved as to Legal Form:  
COUNTY COUNSEL

By: *Regina A Garza*  
Regina A Garza



Approved as to Form:

CITY OF MADERA  
*A*  
Mayor, City of Madera  
Andrew J. Medellin

ATTEST:

*Sonia Alvarez*  
Madera City Clerk  
Sonia Alvarez

Approved as to Legal Form:  
MADERA CITY ATTORNEY  
Brent Richardson

By: *[Signature]*

Approved as to Form:  
MADERA CITY ADMINISTRATOR  
David R. Tuley

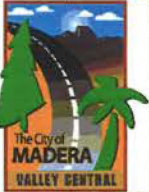
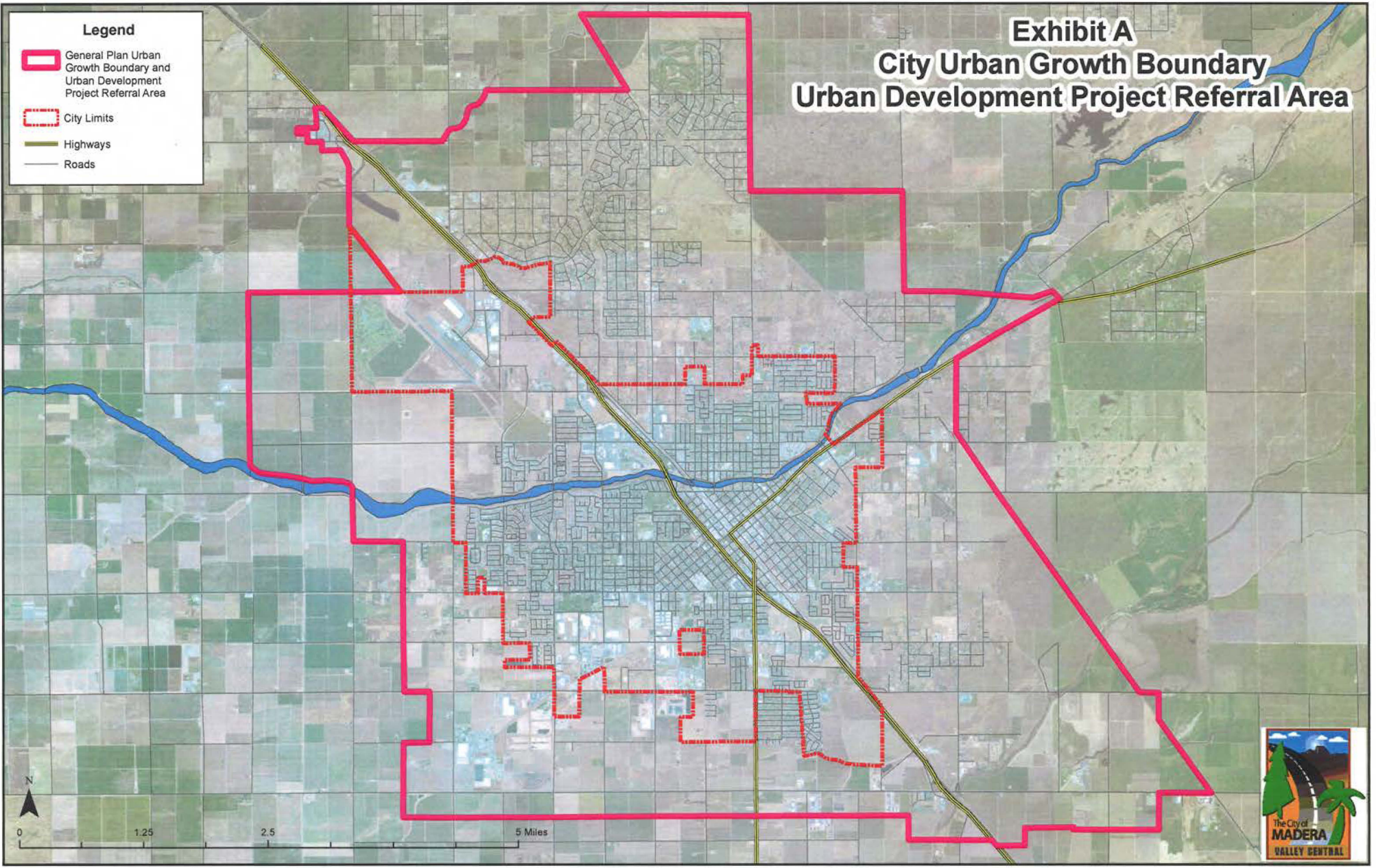
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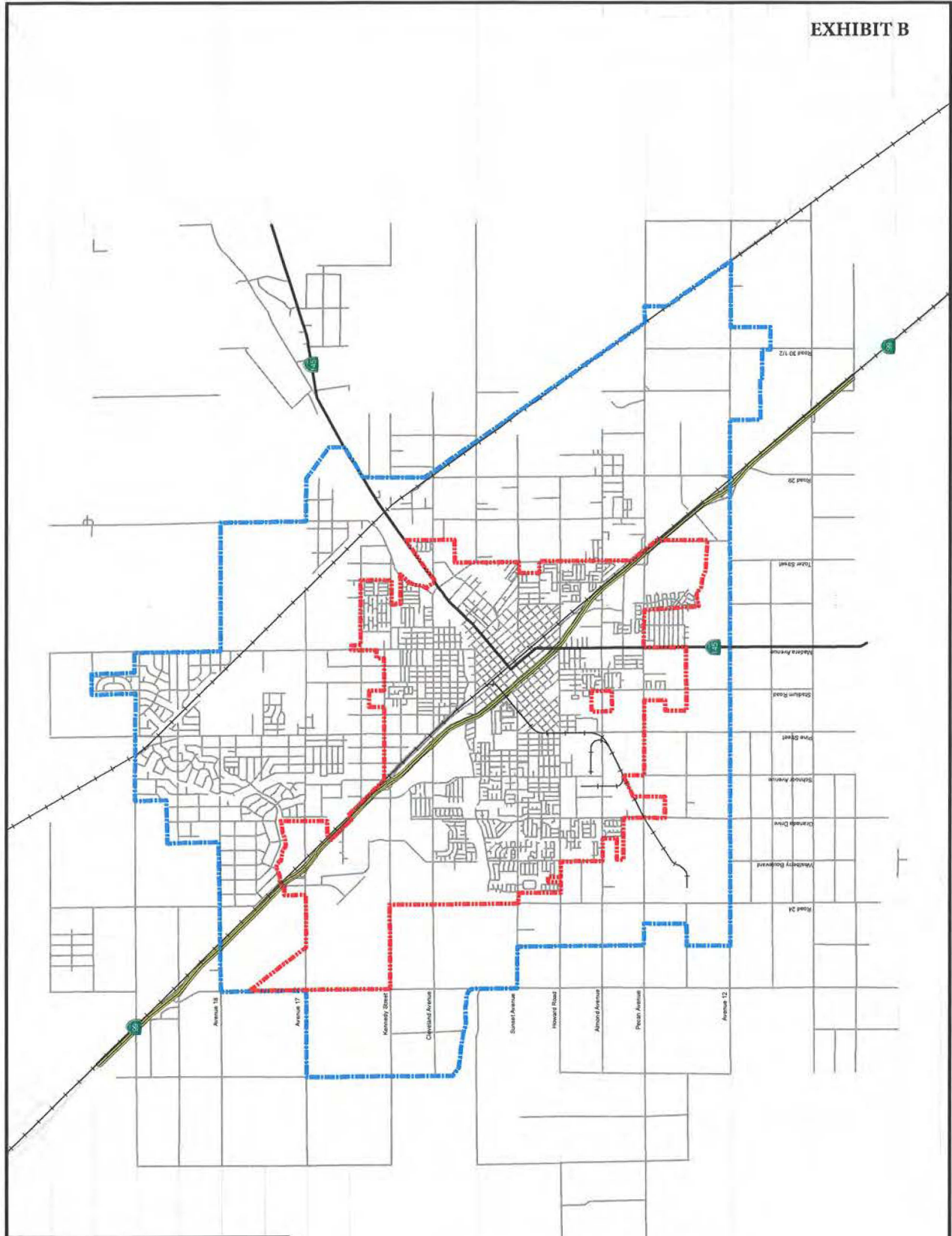


# Exhibit A City Urban Growth Boundary Urban Development Project Referral Area

**Legend**

-  General Plan Urban Growth Boundary and Urban Development Project Referral Area
-  City Limits
-  Highways
-  Roads





### City of Madera Proposed Sphere of Influence



City Limits  
Proposed SOI

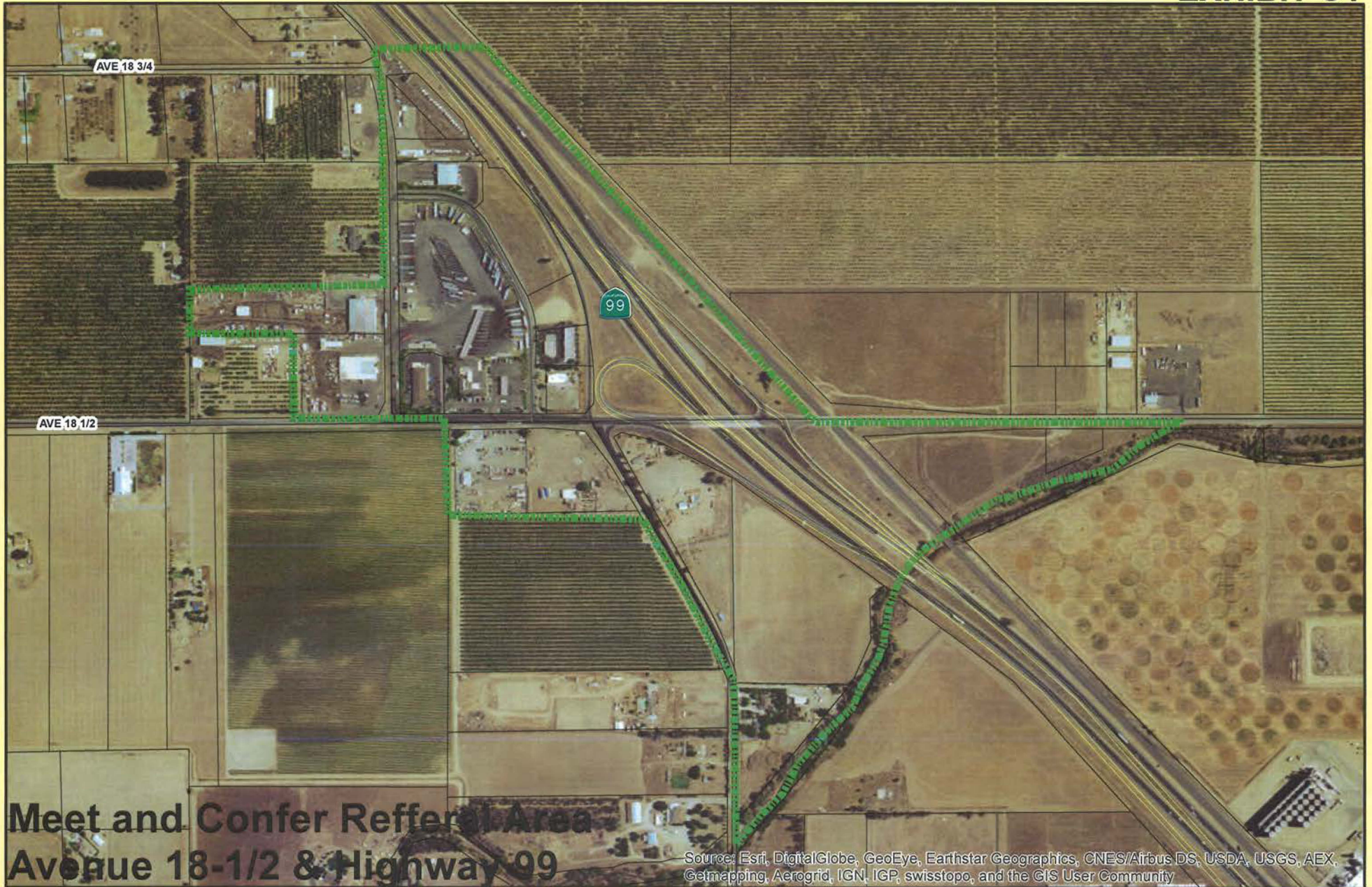
Transportation

State Hwy 99

Major Roads

Other Roads

Railroads

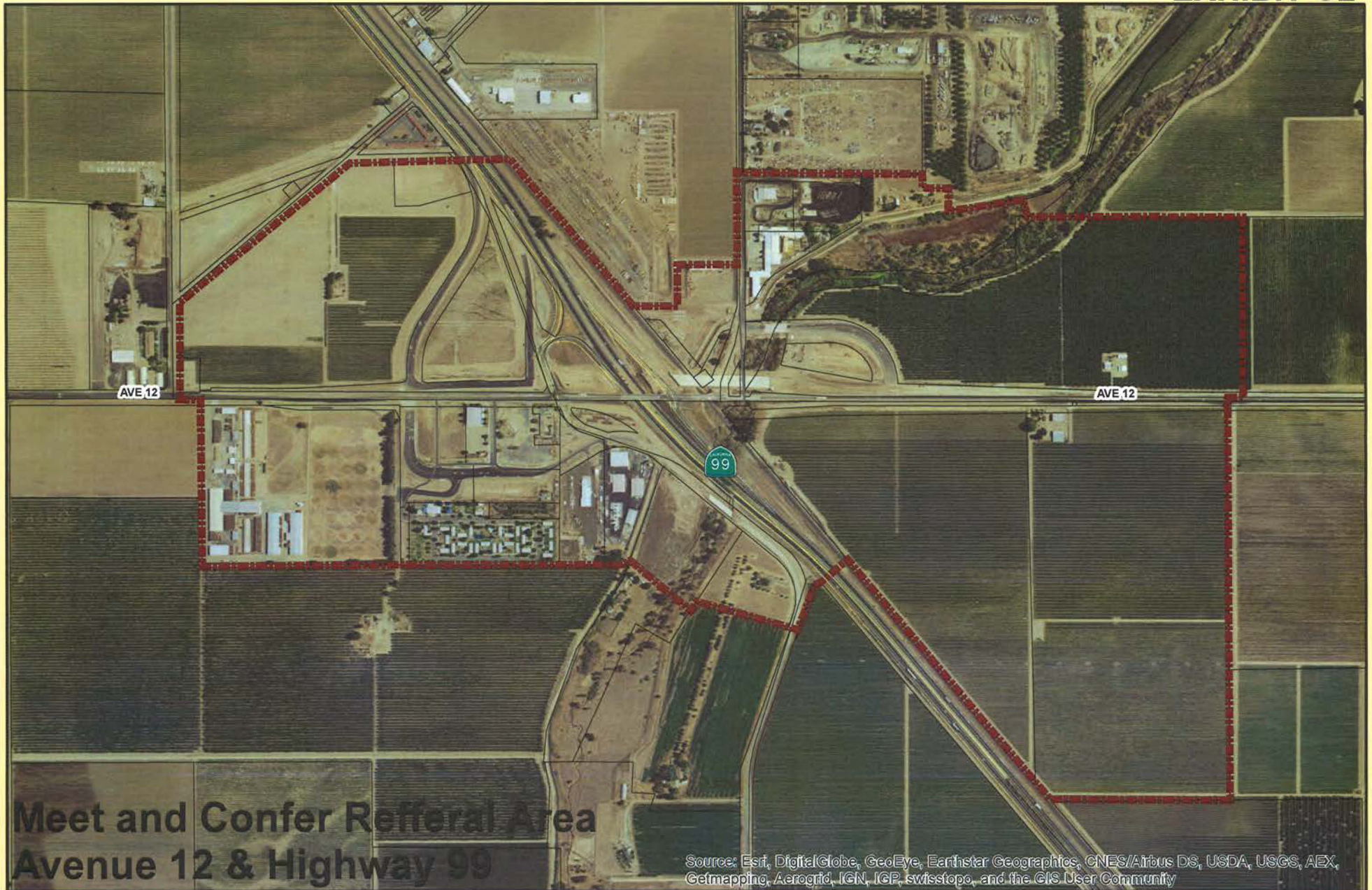


### Meet and Confer Referral Area Avenue 18-1/2 & Highway 99

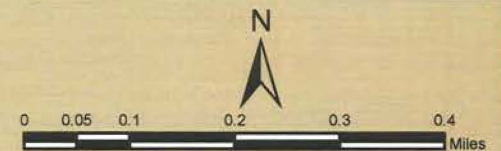


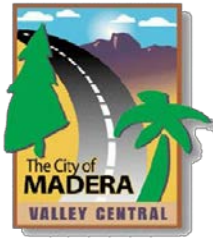
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029-260-040	029-260-051	029-270-025		





047-050-007	047-050-060	047-060-040	047-100-041	047-101-008	047-101-014
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047-050-059	047-060-039	047-100-023	047-101-007	047-101-013	





**Madera City Council Agenda 06/03/20  
Agenda Item E-1**

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

**There is no written report for this item.**