



## REGULAR MEETING OF THE MADERA CITY COUNCIL

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

### NOTICE AND AGENDA

Wednesday, March 15, 2023  
6:00 p.m.

Council Chambers  
City Hall

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The Madera City Council meetings are open to the public. This meeting will also be available for public viewing and participation through Zoom. Members of the public may also observe the live streamed meeting on the City's website at [www.madera.gov/live](http://www.madera.gov/live). Members of the public may comment on agenda items at the meeting or remotely through an electronic meeting via phone by dialing (669) 900-6833 enter ID: 840 1595 0427#. Comments will also be accepted via email at [citycouncilpubliccomment@madera.gov](mailto:citycouncilpubliccomment@madera.gov) or by regular mail at 205 W. 4th Street, Madera, CA 93637.

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

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

**INVOCATION:** Pastor Marc Unger, First Baptist Church of Madera

#### **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. City of Madera Women of the Year

**INTRODUCTIONS:** None

**A. WORKSHOP:** None

**B. CONSENT CALENDAR:**

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

**B-1 Minutes – 01/18/23**

**Recommendation:** Approve the City Council Minutes of January 18, 2023 (Report by Alicia Gonzales)

**B-2 Informational Report on Register of Audited Demands**

**Recommendation:** Review Register of Audited Demands Report for February 18, 2023 to March 3, 2023 (Report by Anthony Forestiere)

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

**Recommendation:** This report is submitted for informational purposes only and there is no action requested from City Council (Report by Wendy Silva)

**B-4 Volume License Agreement Renewal with Microsoft/CDWG for Microsoft Software**

**Recommendation:** Adopt a Resolution Approving a Three-Year Volume License Agreement between the City and Microsoft and Authorizing the Renewal Procurement of Microsoft Software from CDW-G (Report by Mark Souders)

**B-5 Encroachment into a Landscape and Public Utility Easement (PUE) for a Single-Family Home at 3 Via Cerioni (APN 009-460-002)**

**Recommendation:** Adopt a Resolution Approving the Covenant Agreement to Allow a Limited Encroachment into a Landscape and Public Utility Easement (PUE) at the Property Owner’s Risk (Covenant) (Report by Keith Helmuth)

**B-6 Procurement of a 26 Foot Transit Bus for Madera Metro**

**Recommendation:** Adopt a Resolution Authorizing the Procurement of One Transit Bus Utilizing Federal Transit Administration Section 5307 and Local Transportation Funds in the amount of \$161,000 (Report by Anthony Forestiere)

**B-7 Letter of Support for Senate Bill 37 (Caballero): Older Adults and Adults with Disabilities Housing Stability Act of 2023**

**Recommendation:** Adopt a Minute Order Approving a Letter of Support for Senate Bill 37 (Caballero): Older Adults and Adults with Disabilities Housing Stability Act of 2023 (Report by Arnoldo Rodriguez)

**B-8 Local State of Emergency Related to the Closure of Madera Community Hospital**

**Recommendation:** Adopt a Resolution Continuing to Support Madera County's Proclamation of a Local Emergency due to the closure of Madera Community Hospital (Report by Arnoldo Rodriguez)

**B-9 Extend Declaration Proclaiming the Existence of a Local Emergency – January 2023 Winter Storms**

**Recommendation:** Adopt a Resolution Extending the Declaration Proclaiming the Existence of a Local Emergency-January 2023 Winter Storms in accordance with Madera Municipal Code Title III, Chapter 2 (Report by Keith Helmuth)

**C. PUBLIC HEARINGS:**

**C-1 Updating Prima Facie Speed Limits on Designated City Streets in Compliance with Vehicle Code Regarding Speed Surveys on City Streets**

**Recommendation:** Conduct Public Hearing, Waive Full Reading, and Introduce Ordinance Amending Section 3-5.08 of Chapter 5 of Title 3 of the Madera Municipal Code (MMC) to Update Prima Facie Speed Limits on City Streets (Report by Keith Helmuth)

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

**D-1 Rejection of Bids Received for the Invitation for Bids (IFB) 202122-06 (Sidewalk Repairs)**

**Recommendation:** Adopt a Resolution Rejecting the Single Bid Received for IFB 202122-06 and Authorizing the City to Perform the Project with City Staff (Report by Jamie Hickman)

**D-2 One-Year Contract Extension with Brandley Engineering, Inc. for Consulting Services related to the Airport and Approval of Adjusted and New Fees**

**Recommendation:** Adopt a Resolution to Approving an Amendment to the Airport Engineering and Construction Management Services Agreement between the City and Brandley Engineering, Inc. for One-Year, including Rate Adjustments and the Addition of Positions that were not provided in the Original Agreement (Report by Jamie Hickman)

**D-3 Amendment to Extend Consulting Services Agreement for Hearing Officer Services for David Austin**

**Recommendation:** Adopt a Resolution Approving an Extension to the Agreement for Services with David Austin to serve as the Administrative Hearing Officer (Report by Arnoldo Rodriguez)

**D-4 Federal Transit Administration Grant Application for Transit Capital Assistance**

**Recommendation:** Adopt a Resolution Authorizing the Submittal of a Federal Transit Administration (FTA) Section 5307 Grant Application in the amount of \$1,222,588 (Report by Anthony Forestiere)

**D-5 Department of Housing and Community Development Affordable Housing and Sustainable Communities (HCD AHSC) Program Subordination Documents for Esperanza Village**

**Recommendation:** Adopt a Resolution Authorizing Execution of Subordination Documents in Conformance with AHSC Regulatory Agreement between HCD and

Downtown Madera Housing Associates, a California Limited Partnership  
Relating to the Esperanza Village Project (Report by Anthony Forestiere)

**E. ADMINISTRATIVE REPORTS:**

**E-1 Lions Town & Country Park Update #2**

**Recommendation:** This report is submitted for City Council (Council) consideration of options in the pursuit of funding for the Lions Town & Country Park trail system conditions and rehabilitation plans (Report by Joseph Hebert)

**E-2 Emergency Repairs to Avenue 13 Sewer Trunk Main at Granada Drive – Update #4**

**Recommendation:** This report is submitted for informational purposes only, and no action is requested from City Council at this time (Report by Keith Helmuth)

**E-3 Informational Item on the Progress of the Madera Transit Plan – Fixed Route System Revision**

**Recommendation:** Information item on the revision of the City’s Transit (Madera Metro) Fixed Route System. No action is being requested; however, this item will be presented to Council once documents are finalized. (Report by Anthony Forestiere)

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

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

**G. CLOSED SESSION:**

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

**Agency Designated Representatives:** Mayor Pro Tem Mejia and Councilmember Montes  
**Unrepresented Employee:** City Manager

**ADJOURNMENT:**

**UPCOMING MEETING DATES:**

- Wednesday, April 5, 2023
- Wednesday, April 19, 2023

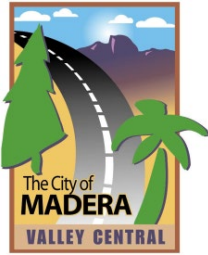
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- The meeting room is accessible to the physically disabled. Requests for accommodations for persons with disabilities such as signing services, assistive listening devices, or alternative format agendas and reports needed to assist participation in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

- The services of a translator can be made available. Please contact the City Clerk's Office at (559) 661-5405 or emailing [cityclerkinfo@madera.gov](mailto:cityclerkinfo@madera.gov) to request translation services for this meeting. Those who are hearing impaired may call 711 or 1-800-735-2929 for TTY Relay Service. Requests should be submitted in advance of the meeting to allow the City sufficient time to provide or arrange for the requested services. At least seventy-two (72) hours' notice prior to the meeting is requested but not required.
  - Please silence or turn off cell phones and electronic devices while the meeting is in session.
  - Regular meetings of the Madera City Council are held the 1st and 3rd Wednesday of each month at 6:00 p.m. in the Council Chambers at City Hall.
  - A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (559) 661-5405 or by email at [cityclerkinfo@madera.gov](mailto:cityclerkinfo@madera.gov).
  - Questions regarding the meeting agenda or conduct of the meeting, please contact the City Clerk's Office at (559) 661-5405.
  - Para asistencia en español sobre este aviso, por favor llame al (559) 661-5405.
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I, Alicia Gonzales, City Clerk for the City of Madera, declare under penalty of perjury that I posted the above agenda for the Regular Meeting of the Madera City Council for March 15, 2023, near the front entrances of City Hall and on the City's website [www.madera.gov](http://www.madera.gov) at 7:15 p.m. on March 9, 2023.



Alicia Gonzales, City Clerk



Item:	B-1
Minutes for:	01/18/2023
Adopted:	03/15/2023

**Minutes of a Regular Meeting of the Madera City Council and Special Meeting of the Madera City Council as Successor Agency to the Former Madera Redevelopment Agency**

**January 18, 2023  
6:00 p.m.**

**Council Chambers  
City Hall**

The Council Chambers will be open to the public. This meeting will also be available for public viewing and participation through Zoom. Members of the public may also observe the live streamed meeting on the City's website at [www.madera.gov/live](http://www.madera.gov/live). Members of the public may comment on agenda items at the meeting or remotely through an electronic meeting via phone by dialing (669) 900-6833 enter ID: 827 0081 2027#. Comments will also be accepted via email at [citycouncilpubliccomment@madera.gov](mailto:citycouncilpubliccomment@madera.gov) or by regular mail at 205 W. 4th Street, Madera, CA 93637.

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

**ROLL CALL:**

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

Others present were City Manager Arnoldo Rodriguez (Zoom), City Clerk Alicia Gonzales, City Attorney Hilda Cantu Montoy, City Engineer Keith Helmuth, Community Development Director Will Tackett, Fire Battalion Chief Ralph Duran, Grants Administrator Marcela Zuniga, Director of Human Resources Wendy Silva, IS Manager Mark Souders, Director of Parks and Community Services Joseph Hebert, Planning Manager Gary Conte, Chief of Police Dino Lawson, Police Lieutenant Mark Trukki, Interim Public Works Director Jamie Hickman, Deputy City Engineer Ellen Bitter, Senior Civil Engineer Matt Bullis, Financial Services Manager Anthony Forestiere, Wastewater Treatment Plant Manager Gabriel Bostan, Senior Planner (Consultant) James Troyer, (HR) Administrative Analyst Eric Battles, (Parks) Administrative Analyst Gabriela Salazar and Communication Specialist Joseph Carrello.

**INVOCATION:** Pastor Tim Echevarria, Remnant Church Madera

**PLEDGE OF ALLEGIANCE:** Mayor Garcia

**APPROVAL OF AGENDA**

**ON MOTION BY COUNCILMEMBER GALLEGOS AND SECONDED BY COUNCILMEMBER MONTES, THE AGENDA WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.**

**THE MOTION PASSED WITH THE FOLLOWING VOTE:**

**YES: 7 – COUNCILMEMBER GALLEGOS  
COUNCILMEMBER RODRIGUEZ  
COUNCILMEMBER MONTES  
COUNCILMEMBER EVANS  
MAYOR PRO TEM MEJIA  
COUNCILMEMBER VILLEGAS  
MAYOR GARCIA**

**PUBLIC COMMENT:**

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

David Ortiz and Moises Sanchez asked that Hazel Avenue be closed off due to the amount of crime, dumped garbage, stolen cars, used condoms, broken appliances, theft, used needles, etc. They mentioned turning the area into a botanical garden.

Mayor Garcia asked that the gentlemen leave their contact information with the City Clerk.

Alex Manriquez, Michelle Tritler and Zion Ortiz also asked that Hazel Avenue be closed off due to the items mentioned above. Ms. Tritler stated that the Fire and Police Departments could have keys to the gate for their use.

John Tipton mentioned that he wondered if the homeless from the riverbed under the bridge had been relocated due to the current weather.

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

**WRITTEN COMMUNICATIONS:** None

**PRESENTATIONS:** None

**INTRODUCTIONS:** None

**A. WORKSHOP:** None

**B. CONSENT CALENDAR:**

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

**ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY COUNCILMEMBER VILLEGAS, THE CONSENT CALENDAR WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.**

**THE MOTION PASSED WITH THE FOLLOWING VOTE:**

**YES: 7 – COUNCILMEMBER GALLEGOS  
COUNCILMEMBER RODRIGUEZ**

COUNCILMEMBER MONTES  
COUNCILMEMBER EVANS  
MAYOR PRO TEM MEJIA  
COUNCILMEMBER VILLEGAS  
MAYOR GARCIA

**B-1 Minutes – 10/19/22**

**Recommendation:** Approve the City Council Meeting Minutes of October 19, 2022

**B-2 Informational Report on Register of Audited Demands**

**Recommendation:** Review Register of Audited Demands Report for December 10, 2022 to January 6, 2023 (Report by Joy Canfield)

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

**Recommendation:** This report is submitted for informational purposes only and there is no action requested from City Council (Report by Wendy Silva)

**B-4 Informational Report on Contract City Attorney Services and Litigation Expenditures**

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

**B-5 Remote City Council Meetings Under Brown Act Requirements (AB 361)**

**Recommendation:** Council to decide to adopt a Resolution Reauthorizing Remote Teleconference Public Meetings by the City Council and All Boards, Commissions, and Standing Committees of the City in Accordance with Assembly Bill 361 for a Period of 30 Days (Report by Arnaldo Rodriguez)

**RES 23-01**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA REAUTHORIZING REMOTE TELECONFERENCE MEETINGS BY THE CITY COUNCIL AND ALL BOARDS, COMMISSIONS, AND STANDING COMMITTEES OF THE CITY IN ACCORDANCE WITH ASSEMBLY BILL 361 FOR A PERIOD OF THIRTY DAYS

**B-6 Acceptance of Building Demolition Completion at 651 East 4<sup>th</sup> Street and 16557 Austin Street**

**Recommendation:** Staff recommends that the City Council Approve Minute Order Approving:

- 1) Acceptance of the Demolition at 651 East 4<sup>th</sup> Street and 16557 Austin Street; and
- 2) The Recording of Notice of Completion; and
- 3) The Release of Retention 35 days after recording of the Notice of Completion (Report by Joseph Hebert)

**B-7 Appointment of City Treasurer**

**Recommendation:** Adopt a Resolution Appointing Arnaldo Rodriguez, City Manager, to serve as the Interim City Treasurer until such time that the City hires a permanent Director of Financial Services (Report by Joy Canfield)

**RES 23-02**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPOINTING ARNALDO RODRIGUEZ, CITY MANAGER, AS THE CITY TREASURER

**B-8 Access to The Superior Court of California, County of Madera Web-Based Portal**

**Recommendation:** Adopt Resolution Approving an Agreement between The Superior Court of California, the County of Madera, and the City for access to the Justice Partner Portal (Report by Dino Lawson)

**RES 23-03** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING A USAGE AGREEMENT BETWEEN THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF MADERA, AND THE CITY FOR ACCESS TO THE JUSTICE PARTNER PORTAL

**C. PUBLIC HEARINGS:** None

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

**D-1 Emergency Repairs to Avenue 13 Sewer Trunk Main at Granada Drive**

**Recommendation:** Adopt a Resolution making a finding of emergency relating to sewer failures on the sewer main at Avenue 13 and Granada Drive, affirming the emergency actions taken by the City Manager to make emergency repairs on the sanitary sewer main, and ratifying the award of emergency contracts without competitive bidding for the emergency repairs on the sewer main (Report by Keith Helmuth)

**ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY COUNCILMEMBER GALLEGOS, ITEM D-1 WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.**

**THE MOTION PASSED WITH THE FOLLOWING VOTE:**

**YES: 7 –**  
**COUNCILMEMBER GALLEGOS**  
**COUNCILMEMBER RODRIGUEZ**  
**COUNCILMEMBER MONTES**  
**COUNCILMEMBER EVANS**  
**MAYOR PRO TEM MEJIA**  
**COUNCILMEMBER VILLEGAS**  
**MAYOR GARCIA**

**RES 23-04** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, MAKING A FINDING OF EMERGENCY RELATING TO SEWER FAILURES ON THE SEWER MAIN AT AVENUE 13 AND GRANADA DRIVE, AFFIRMING THE EMERGENCY ACTIONS TAKEN BY THE CITY MANAGER TO MAKE EMERGENCY REPAIRS ON THE SANITARY SEWER MAIN, AND RATIFYING THE AWARD OF EMERGENCY CONTRACTS WITHOUT COMPETITIVE BIDDING FOR THE EMERGENCY REPAIRS ON THE SEWER MAIN

**D-2 Actions Related to Successor Agency Annual Budget Reporting to the Department of Finance (Action on this item by the Successor Agency)**

**Recommendation:**

- 1) Adopt a Resolution Adopting the Recognized Obligation Payment Schedule (ROPS) Representing Period of July 1, 2023 to June 30, 2024, for the City of Madera as the Successor Agency of the Former Redevelopment Agency; and

- 2) Adopt a Resolution Approving the Administrative Budget for the City of Madera as the Successor Agency of the Former Madera Redevelopment Agency of the City of Madera for the Period of July 1, 2023 – June 30, 2024 (Report by Joy Canfield)

**ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY COUNCILMEMBER VILLEGAS, ITEM D-2 (1&2) WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.**

**THE MOTION PASSED WITH THE FOLLOWING VOTE:**

**YES: 7 –**  
**COUNCILMEMBER GALLEGOS**  
**COUNCILMEMBER RODRIGUEZ**  
**COUNCILMEMBER MONTES**  
**COUNCILMEMBER EVANS**  
**MAYOR PRO TEM MEJIA**  
**COUNCILMEMBER VILLEGAS**  
**MAYOR GARCIA**

**SA RES 23-01** RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AS THE SUCCESSOR AGENCY OF THE FORMER MADERA REDEVELOPMENT AGENCY OF THE CITY OF MADERA, ADOPTING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS) 23-24 PURSUANT TO SECTION 34177 OF THE CALIFORNIA HEALTH AND SAFETY CODE FOR FISCAL YEAR 2023-2024 FOR THE PERIOD OF JULY 1, 2023 THROUGH JUNE 30, 2024

**SA RES 23-02** RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AS THE SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY OF THE CITY OF MADERA, APPROVING THE SUCCESSOR AGENCY ADMINISTRATIVE BUDGET FOR JULY 1, 2023 THROUGH JUNE 30, 2024

**D-3 Update on the Progress of the Madera Transit Plan and Request Approval to Extend Phase 2 of the Current Agreement with the Addition of Task 6 and Task 7**

**Recommendation:** Adopt a Resolution Approving No. 1 to the Agreement with WSP USA of the to include additional Tasks 6 and 7 for \$78,945.99 (Report by Joy Canfield)

**ON MOTION BY MAYOR GARCIA AND SECONDED BY COUNCILMEMBER VILLEGAS, ITEM D-3 FAILED BY A 5/2 VOTE. NOES: COUNCILMEMBERS GALLEGOS, RODRIGUEZ, MONTES, EVANS AND MEJIA. ABSENT: NONE. ABSTAIN: NONE.**

**THE MOTION FAILED WITH THE FOLLOWING VOTE:**

**YES: 2 –**  
**COUNCILMEMBER VILLEGAS**  
**MAYOR GARCIA**

**NO: 5 –**  
**COUNCILMEMBER GALLEGOS**  
**COUNCILMEMBER RODRIGUEZ**  
**COUNCILMEMBER MONTES**  
**COUNCILMEMBER EVANS**  
**MAYOR PRO TEM MEJIA**

**ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY COUNCILMEMBER RODRIGUEZ, STAFF WAS DIRECTED TO FACILITATE A MEETING WITH WALMART TO ENSURE**

THE REVISIONS WITHIN THE MADERA TRANSIT PLAN ALIGNS WITH WALMART’S OBJECTIVES AND IF IT DOES, THE ITEM MAY RETURN TO COUCIL FOR FURTHER CONSIDERATION.

A 7/0 VOTE. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

THE MOTION PASSED WITH THE FOLLOWING VOTE:

YES: 7 – COUNCILMEMBER GALLEGOS  
COUNCILMEMBER RODRIGUEZ  
COUNCILMEMBER MONTES  
COUNCILMEMBER EVANS  
MAYOR PRO TEM MEJIA  
COUNCILMEMBER VILLEGAS  
MAYOR GARCIA

**D-4 Amendment to Utilize the Remaining Public Transportation Modernization, Improvement, and Service Enhancement Account Program (PTMISEA) Funds for Eligible Capital Projects within the City Transit and Fleet Maintenance Section**

**Recommendation:** Adopt a Resolution Approving the Submission of a Corrective Action Plan (CAP) to the Department of Transportation to Authorize the Use of the Remaining \$839,556 PTMISEA Funds for other Eligible Projects within the City Transit and Fleet Maintenance Section (Report by Joy Canfield)

**ON MOTION BY COUNCILMEMBER GALLEGOS AND SECONDED BY COUNCILMEMBER VILLEGAS, ITEM D-4 WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.**

THE MOTION PASSED WITH THE FOLLOWING VOTE:

YES: 7 – COUNCILMEMBER GALLEGOS  
COUNCILMEMBER RODRIGUEZ  
COUNCILMEMBER MONTES  
COUNCILMEMBER EVANS  
MAYOR PRO TEM MEJIA  
COUNCILMEMBER VILLEGAS  
MAYOR GARCIA

**RES 23-05** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING SUBMISSION OF A CORRECTIVE ACTION PLAN (CAP) TO THE DEPARTMENT OF TRANSPORTATION TO AUTHORIZE THE USE OF REMAINING PTMISEA FUNDS FOR OTHER ELIGIBLE CAPITAL PROJECTS WITHIN THE CITY TRANSIT AND FLEET MAINTENANCE DEPARTMENT

**D-5 Amendment to Existing Service Provider Agreement with O&E Transportation LLC relating to Litter Abatement in the Fresno River**

**Recommendation:** Adopt a Resolution Approving the First Amendment to the Service Provider Agreement with O&E Transportation LLC for Additional Services at a Cost of \$180,025 and an Extension of term through June 30, 2023 (Report by Dino Lawson)

ON MOTION BY COUNCILMEMBER GALLEGOS AND SECONDED BY COUNCILMEMBER RODRIGUEZ, ITEM D-5 WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

THE MOTION PASSED WITH THE FOLLOWING VOTE:

YES: 7 – COUNCILMEMBER GALLEGOS  
COUNCILMEMBER RODRIGUEZ  
COUNCILMEMBER MONTES  
COUNCILMEMBER EVANS  
MAYOR PRO TEM MEJIA  
COUNCILMEMBER VILLEGAS  
MAYOR GARCIA

**RES 23-06** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING THE FIRST AMENDMENT TO THE SERVICE PROVIDER AGREEMENT WITH O&E TRANSPORTATION LLC FOR ADDITIONAL SERVICES AT A COST OF \$180,025 AND AN EXTENSION OF THE TERM THROUGH JUNE 30, 2023

**E. ADMINISTRATIVE REPORTS:**

**E-1 Informational Report on the City’s Cannabis Program**

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

**E-2 Mayor’s Appointments to Outside Boards**

**Recommendation:** Approve a Minute Order Approving the Mayor’s Appointments to Outside Boards, Commissions, and Committees (Report by Alicia Gonzales)

ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY MAYOR PRO TEM MEJIA, ITEM E-2 TO TABLE THIS ITEM TO THE FEBRUARY 1, 2023 COUNCIL MEETING WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

THE MOTION PASSED WITH THE FOLLOWING VOTE:

YES: 7 – COUNCILMEMBER GALLEGOS  
COUNCILMEMBER RODRIGUEZ  
COUNCILMEMBER MONTES  
COUNCILMEMBER EVANS  
MAYOR PRO TEM MEJIA  
COUNCILMEMBER VILLEGAS  
MAYOR GARCIA

**E-3 Support for local public health emergency declared upon closure of Madera Community Hospital (MCH)**

**Recommendation:**

1. Receive informational update.
2. Adopt a resolution supporting Madera County’s declaration of a local emergency due to the public health risk involved with the closure of MCH.

3. Determine whether to participate in Madera County's efforts to evaluate potential options. (Report by Arnaldo Rodriguez)

**ON MOTION BY COUNCILMEMBER GALLEGOS AND SECONDED BY COUNCILMEMBER MONTES, ITEM E-3 WAS APPROVED BY A 5/2 VOTE. NOES: COUNCILMEMBER RODRIGUEZ AND MAYOR GARCIA. ABSENT: NONE. ABSTAIN: NONE.**

**THE MOTION PASSED WITH THE FOLLOWING VOTE:**

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

**NO: 2 -**  
**COUNCILMEMBER RODRIGUEZ**  
**MAYOR GARCIA**

**RES 23-07** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA SUPPORTING THE COUNTY'S PROCLAMATION OF THE EXISTENCE OF A LOCAL EMERGENCY DUE TO THE CLOSURE OF MADERA COMMUNITY HOSPITAL

**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.*

Councilwoman Gallegos gave a shout out to the Wastewater Treatment team (Gabriel Bostan, Peter Gallegos, and Anthony Munoz) and Sergeant Gonzalez who worked throughout the night to ensure the broken sewer line was protected and ready for repairs. She also thanked the public and those attending the meeting for staying late into the evening.

Councilmember Montes thanked staff for their attention to emergencies and for helping the City to run smoothly though the storm and pipeline failure. He highlighted the volunteer opportunities with the Fresno/Madera Continuum of Care and encouraged the public to apply and help out.

Councilmember Rodriguez thanked those in attendance for exercising their civic duty and commended them for staying for the lengthy meeting. He also reiterated to his colleagues the importance of understanding and adhering to Legal Counsel's guidance.

Councilwoman Evans thanked staff and everyone who has worked on the sewer main and those who worked on clearing out the Fresno River, so that the recent rains did not negatively impact the community. She thanked Mark Souders for helping with technical support during the meeting.

Mayor Pro Tem Mejia recognized and acknowledged City staff for their efforts in ensuring Madera has experienced minimal flooding compared to surrounding areas and for their quick reaction to the sewer main collapse, that helped to avoid a greater emergency.

Councilmember Villegas had nothing to report.

Mayor Garcia thanked the Martin Luther King, Jr. Local Host Committee for inviting him to participate in the celebration event at Martin Luther King Middle School. He also thanked the Association of

Mexican American Educators for hosting a dinner event. Mayor Garcia acknowledged Parks and Public Works for their work on the sewer main. He urged the public to avoid the repair site and follow the detours, so that the City and its partners can get the sewer main up and running in a timely manner.

**G. CLOSED SESSION:**

**G-1 Public Employee Performance Evaluation - Pursuant to Government Code §54957(b)(1)**

Title: City Manager

**G-2 Conference with Legal Counsel - Existing Litigation - Pursuant to Government Code §54956.9(a)**

**One Case:** Madera Police Officers' Association; Randy Williams; Thomas Burns vs. City of Madera

City Attorney Hilda Cantu Montoy made the closed session announcement at 8:51 p.m.

Council returned from Closed Session at 9:58 p.m. with all members of Council present.

Mayor Garcia stated there was no reportable action.

**ADJOURNMENT:** Meeting was adjourned at 9:59 p.m.

**UPCOMING MEETING DATES:**

- Wednesday, February 1, 2023
- Wednesday, February 15, 2023

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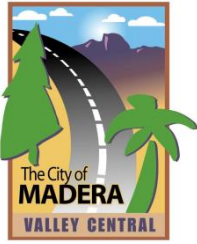
ALICIA GONZALES, City Clerk

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SANTOS GARCIA, Mayor

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MINUTES PREPARED BY  
ZELDA LEON, Deputy City Clerk



## REPORT TO CITY COUNCIL

**Approved by:**

*Anthony R. Forestiere*

Department Director

*Luis Rodriguez*

City Manager

**Council Meeting of:** March 15, 2023

**Agenda Number:** B-2

**SUBJECT:**

Informational Report on Register of Audited Demands

**RECOMMENDATION:**

Review Register of Audited Demands Report for February 18, 2023 to March 3, 2023

**SUMMARY:**

The Register of Audited Demands for the City covering obligations paid during the period of February 18, 2023 to March 3, 2023 is summarized in the following tables. Attachment A contains Warrants while Table 2 is a summary of the wire transfers.

<i>Table 1: Warrant Distribution Summary</i>		
<i>Description</i>	<i>Check #'s</i>	<i>Amount</i>
<i>General Warrants</i>	35699 – 35815	\$1,353,116.93

<i>Table 2: Wire Transfer Summary</i>		
<i>Description</i>	<i>Vendor</i>	<i>Amount</i>
<i>Payroll and Taxes</i>	Union Bank	\$626,743.36
<i>SDI</i>	EDD	\$2,308.98
<i>CalPERS Payment</i>	CalPERS	\$16.50

**DISCUSSION:**

Warrant requests are processed weekly based on the adopted Fiscal Year 2022/2023 budget and released for payment every Monday. Each demand has been audited and the Finance Director hereby certifies as to their accuracy and that there were sufficient funds for their payment. Per

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

**FINANCIAL IMPACT:**

Demands for payments are made within the constraints of the approved 2022/2023 budget.

**ALTERNATIVES:**

Informational only.

**ATTACHMENTS:**

Register of Audited Demands

**CITY OF MADERA**  
**REGISTER OF AUDITED DEMANDS FOR BANK #1 - UNION BANK GENERAL ACCOUNT**  
**March 15, 2023**

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
35699	02/22/2023	PLANNING	PLANNING	ACRO SERVICE CORPORATION	CONSULTING SERVICES - PLANNING	\$ 1,500.00
35700	02/22/2023	PW ADMIN	AIRPORT OPS	SERVICEMASTER BY J&C BROWN	02/23 JANITORIAL SERVICES	\$ 347.82
35700	02/22/2023	PW ADMIN	CENTRAL ADMIN	SERVICEMASTER BY J&C BROWN	02/23 JANITORIAL SERVICES	\$ 3,713.20
35700	02/22/2023	PW ADMIN	COMM & REC	SERVICEMASTER BY J&C BROWN	02/23 JANITORIAL SERVICES	\$ 7,219.13
35700	02/22/2023	PW ADMIN	ENGINEERING	SERVICEMASTER BY J&C BROWN	02/23 JANITORIAL SERVICES	\$ 2,611.59
35700	02/22/2023	PW ADMIN	FINANCE	SERVICEMASTER BY J&C BROWN	02/23 JANITORIAL SERVICES	\$ 219.87
35700	02/22/2023	PW ADMIN	INTERMODAL BLDG	SERVICEMASTER BY J&C BROWN	02/23 JANITORIAL SERVICES	\$ 526.23
35700	02/22/2023	PW ADMIN	SEWER OPS	SERVICEMASTER BY J&C BROWN	02/23 JANITORIAL SERVICES	\$ 679.37
35700	02/22/2023	PW ADMIN	SOLID WASTE	SERVICEMASTER BY J&C BROWN	02/23 JANITORIAL SERVICES	\$ 679.37
35700	02/22/2023	PW ADMIN	UB - GARBAGE	SERVICEMASTER BY J&C BROWN	02/23 JANITORIAL SERVICES	\$ 219.87
35700	02/22/2023	PW ADMIN	UB - SEWER	SERVICEMASTER BY J&C BROWN	02/23 JANITORIAL SERVICES	\$ 219.87
35700	02/22/2023	PW ADMIN	UB - WATER	SERVICEMASTER BY J&C BROWN	02/23 JANITORIAL SERVICES	\$ 439.76
35700	02/22/2023	PW ADMIN	WATER QUALITY	SERVICEMASTER BY J&C BROWN	02/23 JANITORIAL SERVICES	\$ 219.84
35700	02/22/2023	PW ADMIN	WWTP	SERVICEMASTER BY J&C BROWN	02/23 JANITORIAL SERVICES	\$ 979.48
35700	02/22/2023	PW ADMIN	MEAS K - PD	SERVICEMASTER BY J&C BROWN	02/23 JANITORIAL SERVICES	\$ 589.52
35700	02/22/2023	PW ADMIN	MADERA TRANSIT	SERVICEMASTER BY J&C BROWN	02/23 JANITORIAL SERVICES	\$ 1,757.30
35700	02/22/2023	PW ADMIN	PD OPS	SERVICEMASTER BY J&C BROWN	02/23 JANITORIAL SERVICES	\$ 4,276.13
35701	02/22/2023	FINANCE	PAYROLL TRUST	COURT ORDERED DEBT COLLECTIONS	COURT ORDERED DEBT COLL FOR 02/03/23 PAYROLL	\$ 6.87
35702	02/22/2023	FINANCE	PAYROLL TRUST	CA DEPARTMENT OF CHILD SUPPORT	CHILD SUPPORT DEDUCTIONS FOR 02/03/23 PAYROLL	\$ 1,115.85
35703	02/22/2023	PARKS ADMIN	PARKS	DAVE BANG ASSOCIATES, INC. OF CALIFORNIA	CENTENNIAL PARK - ROCK CLIMBER	\$ 2,715.21
35704	02/22/2023	PW ADMIN	BEVERAGE RECYCLING	RNS COMMUNICATIONS, INC.	DMV BEVERAGE RECYCLING AD	\$ 6,840.00
35705	02/22/2023	GRANTS	AFFORDABLE HOUSING	TRILLIUM SOLUTIONS, INC.	CONSULTING SERVICES - RFP DEV & TECH	\$ 1,762.50
35706	02/22/2023	PD OPS	PD OPS	RAUL R. HERRERA JR.	POLYGRAPHS	\$ 1,500.00
35707	02/22/2023	PD OPS	SUPP LAW ENF	LEATHAM FAMILY, LLC	BADGE ORDER	\$ 1,353.48
35708	02/22/2023	PD OPS	PD OPS	DIEBERTS CREATIVE COPY INC	BUSINESS CARDS - PD	\$ 113.66
35709	02/22/2023	PD OPS	PD OPS	TIM J LAW	EMPLOYMENT BACKGROUND	\$ 1,400.00
35710	02/22/2023	GRANTS	TRANS - FIXED	MV TRANSPORTATION, INC.	01/23 TRANSIT OPERATOR	\$ 79,781.11
35710	02/22/2023	GRANTS	TRANS - DAR	MV TRANSPORTATION, INC.	01/23 TRANSIT OPERATOR	\$ 51,248.20
35711	02/22/2023	ENGINEERING	LTF - STREETS	MARK THOMAS & COMPANY, INC.	ENGINEERING AND GRANT WRITING SERVICES	\$ 14,522.86
35712	02/22/2023	PD OPS	PD OPS	HALL, KEN	PER DIEM - PRACTICAL DE-ESCALATION & TACTICAL	\$ 189.75
35713	02/22/2023	PD OPS	PD OPS	PACIFIC STORAGE COMPANY	SHREDDING SERVICES	\$ 358.00
35714	02/22/2023	FINANCE	CENTRAL ADMIN	THE PUN GROUP	PROFESSIONAL AUDITING SERVICES	\$ 4,636.00
35715	02/22/2023	PD OPS	PD OPS	TRILOGY MEDWASTE WEST LLC	REUSABLE TUB - MEDICAL WASTE	\$ 183.47
35716	02/22/2023	CITY CLERK	CITY CLERK	GENERAL LOGISTICS SYSTEMS US INC	OVERNIGHT MAIL - CITY ATTORNEY	\$ 7.96
35716	02/22/2023	CITY CLERK	CITY CLERK	GENERAL LOGISTICS SYSTEMS US INC	OVERNIGHT MAIL	\$ 9.17
35716	02/22/2023	CITY CLERK	FINANCE	GENERAL LOGISTICS SYSTEMS US INC	OVERNIGHT MAIL	\$ 10.28
35717	02/22/2023	ENGINEERING	WATER OPS	DAVIDS ENGINEERING, INC.	PROFESSIONAL SERVICES	\$ 2,941.58

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
35718	02/22/2023	FIRE	FIRE	ZEN FIRE & SAFETY	FIRE HOSE	\$ 9,716.52
35719	02/22/2023	PD OPS	PD OPS	DOOLEY ENTERPRISES, INC.	AMMUNITION	\$ 1,983.39
35720	02/22/2023	FINANCE	AIRPORT OPS	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES - 01/16/23-01/31/23	\$ 55.72
35720	02/22/2023	FINANCE	ANIMAL CONTROL	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES - 01/16/23-01/31/23	\$ 435.56
35720	02/22/2023	FINANCE	BUILDING	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES - 01/16/23-01/31/23	\$ 234.94
35720	02/22/2023	FINANCE	CODE ENF	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES - 01/16/23-01/31/23	\$ 298.39
35720	02/22/2023	FINANCE	DRAINAGE	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES - 01/16/23-01/31/23	\$ 488.16
35720	02/22/2023	FINANCE	ENGINEERING	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES - 01/16/23-01/31/23	\$ 373.71
35720	02/22/2023	FINANCE	FACILITIES MAINT	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES - 01/16/23-01/31/23	\$ 341.51
35720	02/22/2023	FINANCE	FLEET MOTOR POOL	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES - 01/16/23-01/31/23	\$ 110.28
35720	02/22/2023	FINANCE	GRAFFITI ABATE	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES - 01/16/23-01/31/23	\$ 554.32
35720	02/22/2023	FINANCE	PARKS	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES - 01/16/23-01/31/23	\$ 2,741.36
35720	02/22/2023	FINANCE	STREETS	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES - 01/16/23-01/31/23	\$ 1,197.19
35720	02/22/2023	FINANCE	SEWER OPS	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES - 01/16/23-01/31/23	\$ 1,415.71
35720	02/22/2023	FINANCE	STREET CLEANING	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES - 01/16/23-01/31/23	\$ 1,991.11
35720	02/22/2023	FINANCE	TRANS - FIXED	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES - 01/16/23-01/31/23	\$ 2,999.63
35720	02/22/2023	FINANCE	TRANS - DAR	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES - 01/16/23-01/31/23	\$ 2,729.23
35720	02/22/2023	FINANCE	WATER OPS	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES - 01/16/23-01/31/23	\$ 2,275.43
35720	02/22/2023	FINANCE	WATER QUALITY	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES - 01/16/23-01/31/23	\$ 618.51
35720	02/22/2023	FINANCE	PD OPS	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES - 01/16/23-01/31/23	\$ 6,261.21
35720	02/22/2023	FIRE	FIRE	VAN DE POL ENTERPRISES, INC.	FUEL CDF - 01/16/23-01/31/23	\$ 635.28
35721	02/22/2023	HR	TRANS - FIXED	SIJ HOLDINGS LLC	ADVERTISEMENT - TRANSIT	\$ 4,032.00
35722	02/22/2023	PD OPS	PD OPS	LAW DOG K9	K9 VENDOR TRAINING	\$ 300.00
35723	02/22/2023	PD OPS	PD OPS	CINTAS CORPORATION	MEDICAL SUPPLIES	\$ 227.75
35724	02/22/2023	PD OPS	CODE ENF	O&E TRANSPORTATION LLC	RIVER CLEAN UP	\$ 54,385.00
35724	02/22/2023	PD OPS	PARKS	O&E TRANSPORTATION LLC	RIVER CLEAN UP	\$ 5,025.00
35725	02/22/2023	PD OPS	PD OPS	VIDEGAIN, ALICIA	PER DIEM - POST MGMT COURSE #23-9 SESSION 1	\$ 425.50
35726	02/22/2023	FACILITIES	FACILITIES MAINT	MESA ENERGY SYSTEMS, INC	HVAC MAINTENANCE - PW	\$ 2,108.00
35727	02/22/2023	FINANCE	AIRPORT OPS	PRUDENTIAL OVERALL SUPPLY	01/23 UNIFORM SERVICES	\$ 116.08
35727	02/22/2023	FINANCE	CENTRAL ADMIN	PRUDENTIAL OVERALL SUPPLY	01/23 UNIFORM SERVICES	\$ 119.40
35727	02/22/2023	FINANCE	COMM & REC	PRUDENTIAL OVERALL SUPPLY	01/23 UNIFORM SERVICES	\$ 591.60
35727	02/22/2023	FINANCE	COMPUTER MAINT	PRUDENTIAL OVERALL SUPPLY	01/23 UNIFORM SERVICES	\$ 16.20
35727	02/22/2023	FINANCE	ENGINEERING	PRUDENTIAL OVERALL SUPPLY	01/23 UNIFORM SERVICES	\$ 87.00
35727	02/22/2023	FINANCE	FACILITIES MAINT	PRUDENTIAL OVERALL SUPPLY	01/23 UNIFORM SERVICES	\$ 424.79
35727	02/22/2023	FINANCE	FLEET MAINT	PRUDENTIAL OVERALL SUPPLY	01/23 UNIFORM SERVICES	\$ 572.52
35727	02/22/2023	FINANCE	PARKS	PRUDENTIAL OVERALL SUPPLY	01/23 UNIFORM SERVICES	\$ 712.86
35727	02/22/2023	FINANCE	STREETS	PRUDENTIAL OVERALL SUPPLY	01/23 UNIFORM SERVICES	\$ 1,297.93
35727	02/22/2023	FINANCE	SEWER OPS	PRUDENTIAL OVERALL SUPPLY	01/23 UNIFORM SERVICES	\$ 359.95
35727	02/22/2023	FINANCE	UB - WATER	PRUDENTIAL OVERALL SUPPLY	01/23 UNIFORM SERVICES	\$ 39.80
35727	02/22/2023	FINANCE	WATER OPS	PRUDENTIAL OVERALL SUPPLY	01/23 UNIFORM SERVICES	\$ 856.63

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
35727	02/22/2023	FINANCE	WATER QUALITY	PRUDENTIAL OVERALL SUPPLY	01/23 UNIFORM SERVICES	\$ 175.64
35727	02/22/2023	FINANCE	WWTP	PRUDENTIAL OVERALL SUPPLY	01/23 UNIFORM SERVICES	\$ 545.16
35727	02/22/2023	FINANCE	PD OPS	PRUDENTIAL OVERALL SUPPLY	01/23 UNIFORM SERVICES	\$ 119.20
35728	02/22/2023	PARKS ADMIN	COMM & REC	S & D RESTORATION	FBSC WATER DAMAGE RECON	\$ 21,515.61
35729	02/22/2023	GRANTS	PROP 1B PTMISEA	CHARLES SIMMONS	SIMME SEATS - TRANSIT	\$ 24,961.00
35730	02/22/2023	FINANCE	BUILDING	AT&T	01/23 CALNET 3 SVS 9391031559	\$ 20.09
35730	02/22/2023	FINANCE	BUILDING	AT&T	01/23 CALNET 3 SVS 9391031577	\$ 26.50
35730	02/22/2023	FINANCE	BUILDING	AT&T	01/23 CALNET 3 SVS 9391026390	\$ 61.37
35730	02/22/2023	FINANCE	CITY ATTORNEY	AT&T	01/23 CALNET 3 SVS 9391031559	\$ 6.70
35730	02/22/2023	FINANCE	CITY ATTORNEY	AT&T	01/23 CALNET 3 SVS 9391031577	\$ 7.56
35730	02/22/2023	FINANCE	CITY ATTORNEY	AT&T	01/23 CALNET 3 SVS 9391026390	\$ 17.50
35730	02/22/2023	FINANCE	CITY ATTORNEY	AT&T	01/23 CALNET 3 SVS 9391026388	\$ 52.72
35730	02/22/2023	FINANCE	CITY CLERK	AT&T	01/23 CALNET 3 SVS 9391031559	\$ 5.02
35730	02/22/2023	FINANCE	CITY CLERK	AT&T	01/23 CALNET 3 SVS 9391031577	\$ 7.56
35730	02/22/2023	FINANCE	CITY CLERK	AT&T	01/23 CALNET 3 SVS 9391026390	\$ 17.50
35730	02/22/2023	FINANCE	COMM & REC	AT&T	01/23 CALNET 3 SVS 9391026391	\$ 283.41
35730	02/22/2023	FINANCE	COMPUTER MAINT	AT&T	01/23 CALNET 3 SVS 9391031559	\$ 5.02
35730	02/22/2023	FINANCE	COMPUTER MAINT	AT&T	01/23 CALNET 3 SVS 9391031577	\$ 15.14
35730	02/22/2023	FINANCE	COMPUTER MAINT	AT&T	01/23 CALNET 3 SVS 9391026390	\$ 35.06
35730	02/22/2023	FINANCE	ENGINEERING	AT&T	01/23 CALNET 3 SVS 9391031559	\$ 38.51
35730	02/22/2023	FINANCE	ENGINEERING	AT&T	01/23 CALNET 3 SVS 9391031577	\$ 53.01
35730	02/22/2023	FINANCE	ENGINEERING	AT&T	01/23 CALNET 3 SVS 9391026390	\$ 122.73
35730	02/22/2023	FINANCE	FACILITIES MAINT	AT&T	01/23 CALNET 3 SVS 9391026394	\$ 25.23
35730	02/22/2023	FINANCE	FACILITIES MAINT	AT&T	01/23 CALNET 3 SVS 9391031564	\$ 14.77
35730	02/22/2023	FINANCE	FINANCE	AT&T	01/23 CALNET 3 SVS 9391031559	\$ 25.11
35730	02/22/2023	FINANCE	FINANCE	AT&T	01/23 CALNET 3 SVS 9391031577	\$ 41.64
35730	02/22/2023	FINANCE	FINANCE	AT&T	01/23 CALNET 3 SVS 9391026390	\$ 96.42
35730	02/22/2023	FINANCE	FLEET MAINT	AT&T	01/23 CALNET 3 SVS 9391026394	\$ 16.85
35730	02/22/2023	FINANCE	FLEET MAINT	AT&T	01/23 CALNET 3 SVS 9391031564	\$ 9.84
35730	02/22/2023	FINANCE	GRANT OVERSIGHT	AT&T	01/23 CALNET 3 SVS 9391031559	\$ 11.72
35730	02/22/2023	FINANCE	GRANT OVERSIGHT	AT&T	01/23 CALNET 3 SVS 9391031577	\$ 15.14
35730	02/22/2023	FINANCE	GRANT OVERSIGHT	AT&T	01/23 CALNET 3 SVS 9391026390	\$ 35.06
35730	02/22/2023	FINANCE	HR/RISK MGT	AT&T	01/23 CALNET 3 SVS 9391031559	\$ 6.70
35730	02/22/2023	FINANCE	HR/RISK MGT	AT&T	01/23 CALNET 3 SVS 9391031577	\$ 11.34
35730	02/22/2023	FINANCE	HR/RISK MGT	AT&T	01/23 CALNET 3 SVS 9391026390	\$ 26.25
35730	02/22/2023	FINANCE	PLANNING	AT&T	01/23 CALNET 3 SVS 9391031559	\$ 11.72
35730	02/22/2023	FINANCE	PLANNING	AT&T	01/23 CALNET 3 SVS 9391031577	\$ 18.92
35730	02/22/2023	FINANCE	PLANNING	AT&T	01/23 CALNET 3 SVS 9391026390	\$ 43.81
35730	02/22/2023	FINANCE	STREETS	AT&T	01/23 CALNET 3 SVS 9391026394	\$ 42.08
35730	02/22/2023	FINANCE	STREETS	AT&T	01/23 CALNET 3 SVS 9391031564	\$ 24.63

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
35730	02/22/2023	FINANCE	SEWER OPS	AT&T	01/23 CALNET 3 SVS 9391026394	\$ 29.43
35730	02/22/2023	FINANCE	SEWER OPS	AT&T	01/23 CALNET 3 SVS 9391031564	\$ 17.23
35730	02/22/2023	FINANCE	SOLID WASTE	AT&T	01/23 CALNET 3 SVS 9391026394	\$ 33.63
35730	02/22/2023	FINANCE	SOLID WASTE	AT&T	01/23 CALNET 3 SVS 9391031564	\$ 19.73
35730	02/22/2023	FINANCE	UB - GARBAGE	AT&T	01/23 CALNET 3 SVS 9391031559	\$ 6.70
35730	02/22/2023	FINANCE	UB - GARBAGE	AT&T	01/23 CALNET 3 SVS 9391031577	\$ 12.30
35730	02/22/2023	FINANCE	UB - GARBAGE	AT&T	01/23 CALNET 3 SVS 9391026390	\$ 28.47
35730	02/22/2023	FINANCE	UB - GARBAGE	AT&T	01/23 CALNET 3 SVS 9391026394	\$ 8.41
35730	02/22/2023	FINANCE	UB - GARBAGE	AT&T	01/23 CALNET 3 SVS 9391031564	\$ 4.92
35730	02/22/2023	FINANCE	UB - SEWER	AT&T	01/23 CALNET 3 SVS 9391031559	\$ 6.70
35730	02/22/2023	FINANCE	UB - SEWER	AT&T	01/23 CALNET 3 SVS 9391031577	\$ 12.30
35730	02/22/2023	FINANCE	UB - SEWER	AT&T	01/23 CALNET 3 SVS 9391026390	\$ 28.48
35730	02/22/2023	FINANCE	UB - SEWER	AT&T	01/23 CALNET 3 SVS 9391026394	\$ 8.41
35730	02/22/2023	FINANCE	UB - SEWER	AT&T	01/23 CALNET 3 SVS 9391031564	\$ 4.92
35730	02/22/2023	FINANCE	UB - WATER	AT&T	01/23 CALNET 3 SVS 9391031559	\$ 13.39
35730	02/22/2023	FINANCE	UB - WATER	AT&T	01/23 CALNET 3 SVS 9391031577	\$ 24.65
35730	02/22/2023	FINANCE	UB - WATER	AT&T	01/23 CALNET 3 SVS 9391026390	\$ 57.08
35730	02/22/2023	FINANCE	UB - WATER	AT&T	01/23 CALNET 3 SVS 9391026394	\$ 16.85
35730	02/22/2023	FINANCE	UB - WATER	AT&T	01/23 CALNET 3 SVS 9391031564	\$ 9.86
35730	02/22/2023	FINANCE	UB - WATER	AT&T	01/23 CALNET 3 SVS 9391026393	\$ 76.17
35730	02/22/2023	FINANCE	WATER OPS	AT&T	01/23 CALNET 3 SVS 9391026394	\$ 37.84
35730	02/22/2023	FINANCE	WATER OPS	AT&T	01/23 CALNET 3 SVS 9391031564	\$ 22.15
35730	02/22/2023	FINANCE	WATER QUALITY	AT&T	01/23 CALNET 3 SVS 9391026394	\$ 16.85
35730	02/22/2023	FINANCE	WATER QUALITY	AT&T	01/23 CALNET 3 SVS 9391031564	\$ 9.84
35730	02/22/2023	FINANCE	WWTP	AT&T	01/23 CALNET 3 SVS 9391026394	\$ 25.23
35730	02/22/2023	FINANCE	WWTP	AT&T	01/23 CALNET 3 SVS 9391031564	\$ 14.77
35730	02/22/2023	FINANCE	CITY MANAGER	AT&T	01/23 CALNET 3 SVS 9391031559	\$ 10.05
35730	02/22/2023	FINANCE	CITY MANAGER	AT&T	01/23 CALNET 3 SVS 9391031577	\$ 7.56
35730	02/22/2023	FINANCE	CITY MANAGER	AT&T	01/23 CALNET 3 SVS 9391026390	\$ 17.50
35730	02/22/2023	FINANCE	PURCHASING	AT&T	01/23 CALNET 3 SVS 9391026394	\$ 25.23
35730	02/22/2023	FINANCE	PURCHASING	AT&T	01/23 CALNET 3 SVS 9391031564	\$ 14.77
35730	02/22/2023	FINANCE	PD OPS	AT&T	01/23 CALNET 3 SVS 9391031561	\$ 167.43
35730	02/22/2023	FINANCE	PD OPS	AT&T	01/23 CALNET 3 SVS 9391031579	\$ 251.93
35730	02/22/2023	FINANCE	PD OPS	AT&T	01/23 CALNET 3 SVS 9391026411	\$ 174.81
35730	02/22/2023	PD OPS	PD OPS	AT&T	01/23 CALNET 3 SVS 9391031566	\$ 167.43
35730	02/22/2023	PD OPS	PD OPS	AT&T	01/23 CALNET 3 SVS 9391064552	\$ 307.40
35730	02/22/2023	PD OPS	PD OPS	AT&T	01/23 CALNET 3 SVS 9391031578	\$ 177.45
35731	02/22/2023	FINANCE	AQUATICS PROGRM	AT&T	01/23 CALNET 3 SVS 9391026397	\$ 23.05
35731	02/22/2023	FINANCE	BUILDING	AT&T	01/23 CALNET 3 SVS 9391026407	\$ 24.76
35731	02/22/2023	FINANCE	CODE ENF	AT&T	01/23 CALNET 3 SVS 9391026413	\$ 48.98

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
35731	02/22/2023	FINANCE	COMM & REC	AT&T	01/23 CALNET 3 SVS 9391026392	\$ 50.54
35731	02/22/2023	FINANCE	FIRE	AT&T	01/23 CALNET 3 SVS 9391026402	\$ 24.76
35731	02/22/2023	FINANCE	SR CITIZEN COMM	AT&T	01/23 CALNET 3 SVS 9391026395	\$ 24.72
35731	02/22/2023	FINANCE	SR CITIZEN COMM	AT&T	01/23 CALNET 3 SVS 9391026389	\$ 24.72
35732	02/22/2023	FINANCE	BUILDING	AT&T	01/23 FIRSTNET SVS 287302656036	\$ 98.48
35732	02/22/2023	FINANCE	CITY CLERK	AT&T	01/23 FIRSTNET SVS 287302656036	\$ 88.40
35732	02/22/2023	FINANCE	CITY COUNCIL	AT&T	01/23 FIRSTNET SVS 287302656036	\$ 281.68
35732	02/22/2023	FINANCE	CODE ENF	AT&T	01/23 FIRSTNET SVS 287302656036	\$ 44.20
35732	02/22/2023	FINANCE	COMPUTER MAINT	AT&T	01/23 FIRSTNET SVS 287302656036	\$ 469.36
35732	02/22/2023	FINANCE	ENGINEERING	AT&T	01/23 FIRSTNET SVS 287302656036	\$ 281.40
35732	02/22/2023	FINANCE	FACILITIES MAINT	AT&T	01/23 FIRSTNET SVS 287302656036	\$ 693.24
35732	02/22/2023	FINANCE	FINANCE	AT&T	01/23 FIRSTNET SVS 287302656036	\$ 138.72
35732	02/22/2023	FINANCE	FLEET MAINT	AT&T	01/23 FIRSTNET SVS 287302656036	\$ 44.20
35732	02/22/2023	FINANCE	GRANT OVERSIGHT	AT&T	01/23 FIRSTNET SVS 287302656036	\$ 93.44
35732	02/22/2023	FINANCE	HR/RISK MGT	AT&T	01/23 FIRSTNET SVS 287302656036	\$ 89.48
35732	02/22/2023	FINANCE	PARKS	AT&T	01/23 FIRSTNET SVS 287302656036	\$ 192.88
35732	02/22/2023	FINANCE	PLANNING	AT&T	01/23 FIRSTNET SVS 287302656036	\$ 44.20
35732	02/22/2023	FINANCE	STREETS	AT&T	01/23 FIRSTNET SVS 287302656036	\$ 49.24
35732	02/22/2023	FINANCE	UB - GARBAGE	AT&T	01/23 FIRSTNET SVS 287302656036	\$ 11.05
35732	02/22/2023	FINANCE	UB - SEWER	AT&T	01/23 FIRSTNET SVS 287302656036	\$ 11.05
35732	02/22/2023	FINANCE	UB - WATER	AT&T	01/23 FIRSTNET SVS 287302656036	\$ 22.10
35732	02/22/2023	FINANCE	WWTP	AT&T	01/23 FIRSTNET SVS 287302656036	\$ 49.24
35732	02/22/2023	FINANCE	CITY MANAGER	AT&T	01/23 FIRSTNET SVS 287302656036	\$ 89.48
35732	02/22/2023	FINANCE	PD OPS	AT&T	01/23 FIRSTNET SVS 287302965625	\$ 4,781.37
35733	02/22/2023	WWTP	WWTP	BSK ASSOCIATES	PERMIT COMPLIANCE LAB	\$ 4,320.50
35734	02/22/2023	PD OPS	PD OPS	CA DEPARTMENT OF JUSTICE	MISCELLANEOUS SERVICES 10/22-12/22	\$ 1,876.98
35734	02/22/2023	PD OPS	PD OPS	CA DEPARTMENT OF JUSTICE	01/23 BLOOD ALCOHOL ANALYSIS	\$ 1,295.00
35735	02/22/2023	FACILITIES	FACILITIES MAINT	CA DEPARTMENT OF TRANSPORTATION	SHARED COST - SIGNAL	\$ 5,405.52
35736	02/22/2023	FINANCE	PAYROLL TRUST	COLONIAL LIFE & ACCIDENT INSURANCE CO	#E700482-3 FOR 02/03/23 PAYROLL	\$ 1,056.42
35737	02/22/2023	FINANCE	PD OPS	COMCAST	02/23 SVS 8155500320092096	\$ 175.86
35738	02/22/2023	FLEET MAINT	FLEET MAINT	COOK'S COMMUNICATIONS	PD UP-FIT PARTS UNITS #6026	\$ 19,431.96
35739	02/22/2023	PD OPS	CODE ENF	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST SERVICES 01/23	\$ 87.50
35739	02/22/2023	PD OPS	UB - GARBAGE	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST SERVICES 01/23	\$ 21.88
35739	02/22/2023	PD OPS	UB - SEWER	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST SERVICES 01/23	\$ 21.88
35739	02/22/2023	PD OPS	UB - WATER	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST SERVICES 01/23	\$ 43.74
35740	02/22/2023	FIRE	MEAS K - FIRE	DIAMOND COMMUNICATIONS	FIRE ALARM CERT - FIRE #58	\$ 275.00
35740	02/22/2023	PARKS	COMM & REC	DIAMOND COMMUNICATIONS	FIRE ALARM CERT - JWYC	\$ 275.00
35741	02/22/2023	BUILDING	BUILDING	FIRE SAFETY SOLUTIONS, LLC	FIRE PROTECTION SVS 01/16/23-01/31/3	\$ 10,320.00
35742	02/22/2023	PD OPS	PD OPS	FRESNO CITY COLLEGE	POLICE ACADEMY REGISTRATION	\$ 9,923.00
35743	02/22/2023	PD OPS	PD OPS	GAONA, JUAN	PER DIEM - PRACTICAL DE-ESCALATION & TATICAL	\$ 367.91

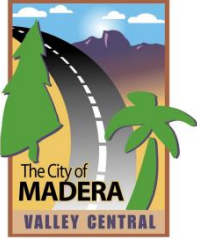
CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
35744	02/22/2023	PD OPS	PD OPS	J'S COMMUNICATIONS	RADIO ACCESSORIES	\$ 748.36
35745	02/22/2023	GRANTS	INTERMODAL BLDG	CITY OF MADERA	02/23 UTILITY SERVICE - 3040421-500276	\$ 51.60
35745	02/22/2023	GRANTS	INTERMODAL BLDG	CITY OF MADERA	02/23 UTILITY SERVICE - 3040431-500276	\$ 98.24
35745	02/22/2023	GRANTS	INTERMODAL BLDG	CITY OF MADERA	02/23 UTILITY SERVICE - 3040441-500276	\$ 54.63
35746	02/22/2023	FINANCE	COMMUNITY PROMO	MADERA DOWNTOWN ASSOC.	CROW ABATEMENT PROGRAM	\$ 15,000.00
35747	02/22/2023	HR	HR/RISK MGT	MADERA TRIBUNE	JOB ADVERTISEMENT - PAYROLL SPECIALIST	\$ 60.80
35747	02/22/2023	HR	HR/RISK MGT	MADERA TRIBUNE	JOB ADVERTISEMENT - WWTP	\$ 133.00
35747	02/22/2023	HR	HR/RISK MGT	MADERA TRIBUNE	JOB ADVERTISEMENT - ASSOC CIVIL ENGINEER	\$ 72.20
35748	02/22/2023	PD OPS	PD OPS	MADERA UNIFORM & ACCESSORIES	UNIFORM ACCESSORIES	\$ 320.36
35749	02/22/2023	PARKS	AQUATICS PROGRM	MAMMOTH OXYGEN	CO2 FOR POOL	\$ 82.94
35750	02/22/2023	PW ADMIN	STREETS	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL	\$ 825.70
35751	02/22/2023	ENGINEERING	LTF - STREETS	NATIONAL DATA & SURVEYING SERVICES	TRAFFIC COUNTS - E 14TH & S C ST	\$ 690.00
35752	02/22/2023	FINANCE	CENTRAL ADMIN	PACIFIC GAS & ELECTRIC	01/23 SERVICE 9920095153-3	\$ 1,026.18
35752	02/22/2023	FINANCE	COMM & REC	PACIFIC GAS & ELECTRIC	01/23 SERVICE 9920095153-3	\$ 4,086.10
35752	02/22/2023	FINANCE	DRAINAGE	PACIFIC GAS & ELECTRIC	01/23 SERVICE 9920095153-3	\$ 1,760.30
35752	02/22/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	01/23 SERVICE 1598348280-1	\$ 81.96
35752	02/22/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	01/23 SERVICE 5225647713-5	\$ 14.29
35752	02/22/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	01/23 SERVICE 9787342989-4	\$ 131.53
35752	02/22/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	01/23 SERVICE 8207933925-6	\$ 85.71
35752	02/22/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	01/23 SERVICE 9920095153-3	\$ 2,978.90
35752	02/22/2023	FINANCE	FIRE	PACIFIC GAS & ELECTRIC	01/23 SERVICE 9920095153-3	\$ 418.89
35752	02/22/2023	FINANCE	PARKING DIST OPS	PACIFIC GAS & ELECTRIC	01/23 SERVICE 9920095153-3	\$ 177.54
35752	02/22/2023	FINANCE	PARKS	PACIFIC GAS & ELECTRIC	01/23 SERVICE 8675479583-8	\$ 49.38
35752	02/22/2023	FINANCE	PARKS	PACIFIC GAS & ELECTRIC	01/23 SERVICE 9920095153-3	\$ 170.39
35752	02/22/2023	FINANCE	RECREATION	PACIFIC GAS & ELECTRIC	01/23 SERVICE 9920095153-3	\$ 34.64
35752	02/22/2023	FINANCE	SEWER OPS	PACIFIC GAS & ELECTRIC	01/23 SERVICE 9920095153-3	\$ 923.13
35752	02/22/2023	FINANCE	SOLID WASTE	PACIFIC GAS & ELECTRIC	01/23 SERVICE 9920095153-3	\$ 476.32
35752	02/22/2023	FINANCE	SR CITIZEN COMM	PACIFIC GAS & ELECTRIC	01/23 SERVICE 9920095153-3	\$ 8.93
35752	02/22/2023	FINANCE	WATER OPS	PACIFIC GAS & ELECTRIC	01/23 SERVICE 9920095153-3	\$ 22,416.81
35752	02/22/2023	FINANCE	MEAS K - PD	PACIFIC GAS & ELECTRIC	01/23 SERVICE 1715785853-5	\$ 1,150.54
35752	02/22/2023	FINANCE	ZONE 24 ACTIVITIES	PACIFIC GAS & ELECTRIC	01/23 SERVICE 9920095153-3	\$ 17.74
35752	02/22/2023	FINANCE	ZONE 31A ACTIVITIES	PACIFIC GAS & ELECTRIC	01/23 SERVICE 9920095153-3	\$ 20.36
35752	02/22/2023	FINANCE	PD OPS	PACIFIC GAS & ELECTRIC	01/23 SERVICE 9920095153-3	\$ 5,006.69
35753	02/22/2023	PD OPS	SUPP LAW ENF	PUBLIC SAFETY COMMUNICATIONS ASSOC.	FRESNO COUNTY DISPATCHER CEREMONY	\$ 210.00
35754	02/22/2023	PD OPS	PD OPS	PECK'S PRINTERY	MISSION STATEMENT PRINT	\$ 18.28
35754	02/22/2023	PD OPS	PD OPS	PECK'S PRINTERY	PD VEHICLE - PLATE	\$ 35.40
35755	02/22/2023	PD OPS	PD OPS	PROFORCE	MISC PD EQUIPMENT	\$ 896.75
35756	02/22/2023	ENGINEERING	WWTP	SPARKLETTES	DRINKING WATER ENGINEERING	\$ 84.32
35756	02/22/2023	WWTP	WWTP	SPARKLETTES	LAB & DRINKING WATER	\$ 83.64
35757	02/22/2023	WWTP	SEWER CAPITAL OUTLAY	STANTEC CONSULTING SERVICES INC.	PROFESSIONAL ENGINEERING CONSULT SRVCS FOR T	\$ 6,399.00

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35758	02/22/2023	FINANCE	PAYROLL TRUST	STATE OF CALIFORNIA	FRANCHISE TAX DEDUCTIONS FOR 02/03/23 PAYROLL	\$ 225.00
35759	02/22/2023	WWTP	WWTP	SYNAGRO WEST, INC.	BIOSOLIDS DISPOSAL	\$ 14,021.09
35760	02/22/2023	PW ADMIN	AIRPORT OPS	TECH. MASTER PEST MANAGEMENT	01/23 PEST CONTROL SERVICES	\$ 35.00
35760	02/22/2023	PW ADMIN	CENTRAL ADMIN	TECH. MASTER PEST MANAGEMENT	01/23 PEST CONTROL SERVICES	\$ 45.00
35760	02/22/2023	PW ADMIN	COMM & REC	TECH. MASTER PEST MANAGEMENT	01/23 PEST CONTROL SERVICES	\$ 435.00
35760	02/22/2023	PW ADMIN	ENGINEERING	TECH. MASTER PEST MANAGEMENT	01/23 PEST CONTROL SERVICES	\$ 60.00
35760	02/22/2023	PW ADMIN	FIRE	TECH. MASTER PEST MANAGEMENT	01/23 PEST CONTROL SERVICES	\$ 120.00
35760	02/22/2023	PW ADMIN	INTERMODAL BLDG	TECH. MASTER PEST MANAGEMENT	01/23 PEST CONTROL SERVICES	\$ 75.00
35760	02/22/2023	PW ADMIN	SEWER OPS	TECH. MASTER PEST MANAGEMENT	01/23 PEST CONTROL SERVICES	\$ 25.00
35760	02/22/2023	PW ADMIN	SOLID WASTE	TECH. MASTER PEST MANAGEMENT	01/23 PEST CONTROL SERVICES	\$ 25.00
35760	02/22/2023	PW ADMIN	WATER OPS	TECH. MASTER PEST MANAGEMENT	01/23 PEST CONTROL SERVICES	\$ 25.00
35760	02/22/2023	PW ADMIN	WWTP	TECH. MASTER PEST MANAGEMENT	01/23 PEST CONTROL SERVICES	\$ 45.00
35760	02/22/2023	PW ADMIN	PD OPS	TECH. MASTER PEST MANAGEMENT	01/23 PEST CONTROL SERVICES	\$ 40.00
35761	02/22/2023	ENGINEERING	FAU CMAQ	TJKM TRANSPORTATION CONSULTANTS	CONSULTING SERVICES	\$ 1,805.19
35761	02/22/2023	ENGINEERING	LTF - STREETS	TJKM TRANSPORTATION CONSULTANTS	CONSULTING SERVICES	\$ 823.46
35762	02/22/2023	PD OPS	PD OPS	TRANSUNION RISK & ALTERNATIVE DATA SOL.	DATABASE ACCESS 01/23	\$ 214.40
35763	02/22/2023	FINANCE	PAYROLL TRUST	MISSION SQUARE - 302351	PLAN #302351 CONTRIBS FOR 02/03/23 PAYROLL	\$ 29,437.99
35764	02/22/2023	PARKS	GENERAL TRUST	OTP- PARKS REFUNDS	PARK DEPOSIT REFUND - LTC PAVILION	\$ 50.00
35765	02/22/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9916836	\$ 198.25
35766	02/22/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9922661	\$ 76.86
35767	02/22/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9922455	\$ 108.74
35768	02/22/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9923339	\$ 118.04
35769	02/22/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9905627	\$ 386.31
35770	02/22/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9923056	\$ 49.78
35771	02/22/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9924639	\$ 88.63
35772	02/22/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9919435	\$ 112.56
35773	02/22/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9916395	\$ 211.95
35774	02/27/2023	PD OPS	PD OPS	VASQUEZ, RYAN	PER DIEM - K9 CONFERENCE	\$ 258.75
35775	02/27/2023	PLANNING	PLANNING	ACRO SERVICE CORPORATION	CONSULTING SERVICES - PLANNING	\$ 3,375.00
35776	02/27/2023	PD OPS	PD OPS	HARRY D. WILSON INC.	PD - NEOTEC HELMET	\$ 1,028.36
35777	02/27/2023	PD OPS	PD OPS	DIEBERTS CREATIVE COPY INC	BUSINESS CARDS - PD	\$ 37.89
35778	02/27/2023	PD OPS	PD OPS	CRISCOM PUBLIC RELATIONS, INC.	GRANT RESEARCH & WRITING SERVICES	\$ 4,000.00
35779	02/27/2023	ENGINEERING	WATER OPS	DAVIDS ENGINEERING, INC.	PROFESSIONAL SERVICES	\$ 3,797.43
35780	02/27/2023	WWTP	WWTP	VAN DE POL ENTERPRISES, INC.	FUEL WWTP - BULK PROPANE	\$ 5,984.98
35781	02/27/2023	FLEET MAINT	FLEET MAINT	ALTEC INDUSTRIES INC	ANNUAL INSPECTION	\$ 729.60
35782	02/27/2023	GRANTS	CDBG PUBLIC SVC	OLIVE CHARITABLE ORGANIZATION	CDBG 22/23 DEC 22 INVOICE	\$ 6,888.09
35783	02/27/2023	ENGINEERING	SEWER CAPITAL OUTLAY	MKN & ASSOCIATES	PROFESSIONAL ENGINEERING SERVICES	\$ 10,291.00
35784	02/27/2023	PD OPS	PD OPS	SMITH, JEREMY	PER DIEM - K9 CONFERENCE	\$ 258.75
35785	02/27/2023	PD OPS	CODE ENF	O&E TRANSPORTATION LLC	RIVER CLEAN UP	\$ 8,025.00
35786	02/27/2023	PARKS ADMIN	COMM & REC	ALLIANCE ENVIRONMENTAL GROUP LLC	FBSC FLOODING	\$ 8,979.48

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35787	02/27/2023	WATER	WATER QUALITY	DELLAVALLE LABORATORY, INC.	WEEKLY SAMPLING	\$ 1,140.00
35787	02/27/2023	WATER	WATER QUALITY	DELLAVALLE LABORATORY, INC.	SPECIAL SAMPLES	\$ 33.00
35788	02/27/2023	FINANCE	COMM & REC	AT&T	01/23 CALNET 3 SVS 9391026396	\$ 259.82
35788	02/27/2023	FINANCE	MEAS K - FIRE	AT&T	01/23 CALNET 3 SVS 9391068734	\$ 49.78
35788	02/27/2023	FINANCE	SEWER OPS	AT&T	01/23 CALNET 3 SVS 9391031570	\$ 212.09
35788	02/27/2023	FINANCE	SEWER OPS	AT&T	02/23 CALNET 3 SVS 9391031570	\$ 212.09
35788	02/27/2023	FINANCE	SR CITIZEN COMM	AT&T	01/23 CALNET 3 SVS 9391026403	\$ 27.45
35788	02/27/2023	FINANCE	SR CITIZEN COMM	AT&T	01/23 CALNET 3 SVS 9391026398	\$ 24.50
35788	02/27/2023	FINANCE	PD OPS	AT&T	01/23 CALNET 3 SVS 9391059143	\$ 2,502.21
35788	02/27/2023	FINANCE	PD OPS	AT&T	01/23 CALNET 3 SVS 9391026401	\$ 24.49
35788	02/27/2023	FINANCE	PD OPS	AT&T	02/23 CALNET 3 SVS 9391020514	\$ 167.43
35789	02/27/2023	FINANCE	BUILDING	AT&T	12/22 FIRSTNET SVS 287302656036	\$ 98.64
35789	02/27/2023	FINANCE	CITY CLERK	AT&T	12/22 FIRSTNET SVS 287302656036	\$ 88.56
35789	02/27/2023	FINANCE	CITY COUNCIL	AT&T	12/22 FIRSTNET SVS 287302656036	\$ 281.68
35789	02/27/2023	FINANCE	CODE ENF	AT&T	12/22 FIRSTNET SVS 287302656036	\$ 44.28
35789	02/27/2023	FINANCE	COMPUTER MAINT	AT&T	12/22 FIRSTNET SVS 287302656036	\$ 470.00
35789	02/27/2023	FINANCE	ENGINEERING	AT&T	12/22 FIRSTNET SVS 287302656036	\$ 272.71
35789	02/27/2023	FINANCE	FACILITIES MAINT	AT&T	12/22 FIRSTNET SVS 287302656036	\$ 729.31
35789	02/27/2023	FINANCE	FINANCE	AT&T	12/22 FIRSTNET SVS 287302656036	\$ 138.88
35789	02/27/2023	FINANCE	FLEET MAINT	AT&T	12/22 FIRSTNET SVS 287302656036	\$ 44.28
35789	02/27/2023	FINANCE	GRANT OVERSIGHT	AT&T	12/22 FIRSTNET SVS 287302656036	\$ 235.92
35789	02/27/2023	FINANCE	HR/RISK MGT	AT&T	12/22 FIRSTNET SVS 287302656036	\$ 89.56
35789	02/27/2023	FINANCE	PARKS	AT&T	12/22 FIRSTNET SVS 287302656036	\$ 193.12
35789	02/27/2023	FINANCE	PLANNING	AT&T	12/22 FIRSTNET SVS 287302656036	\$ 44.28
35789	02/27/2023	FINANCE	STREETS	AT&T	12/22 FIRSTNET SVS 287302656036	\$ 49.32
35789	02/27/2023	FINANCE	UB - GARBAGE	AT&T	12/22 FIRSTNET SVS 287302656036	\$ 11.07
35789	02/27/2023	FINANCE	UB - SEWER	AT&T	12/22 FIRSTNET SVS 287302656036	\$ 11.07
35789	02/27/2023	FINANCE	UB - WATER	AT&T	12/22 FIRSTNET SVS 287302656036	\$ 22.14
35789	02/27/2023	FINANCE	WWTP	AT&T	12/22 FIRSTNET SVS 287302656036	\$ 49.32
35789	02/27/2023	FINANCE	CITY MANAGER	AT&T	12/22 FIRSTNET SVS 287302656036	\$ 89.56
35790	02/27/2023	HR	HR/RISK MGT	CONCENTRA MEDICAL CENTERS	PRE-EMPLOYMENT PHYSICAL	\$ 430.50
35791	02/27/2023	FLEET	FLEET ACQUISITION	COOK'S COMMUNICATIONS	RADIO PKG FIRE TRUCK	\$ 9,940.10
35792	02/27/2023	HR	HR/RISK MGT	CPS HR CONSULTING	EXAM - ADMIN ANALYST	\$ 546.25
35793	02/27/2023	GRANTS	MADERA TRANSIT	DIAMOND COMMUNICATIONS	FIRE ALARM MONITORING - TRANSIT	\$ 80.00
35794	02/27/2023	HR	INS/RISK MGT	LIEBERT CASSIDY WHITMORE	LEGAL FEES	\$ 10,610.76
35795	02/27/2023	FINANCE	WATER CONSERV	CITY OF MADERA	TOILET REPLACEMENT REBATE - 9921840	\$ 400.00
35795	02/27/2023	FINANCE	WATER CONSERV	CITY OF MADERA	DISHWASHER REBATE - 9915139	\$ 200.00
35796	02/27/2023	HR	HR/RISK MGT	MADERA TRIBUNE	JOB ADVERTISEMENT - GRANTS PROGRAM MGR	\$ 76.00
35797	02/27/2023	PARKS ADMIN	PARKS	O'DELL ENGINEERING, INC.	PARKS DESIGN SERVICES - OLIVE PARK	\$ 10,664.18
35798	02/27/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	02/23 SERVICE 1619119913-8	\$ 116.77

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
35798	02/27/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	02/23 SERVICE 6690755760-8	\$ 89.44
35798	02/27/2023	FINANCE	ZONE 34B ACTIVITIES	PACIFIC GAS & ELECTRIC	02/23 SERVICE 0443905948-8	\$ 10.93
35799	02/27/2023	PD OPS	PD OPS	PROFORCE	FIREARMS	\$ 2,337.99
35800	02/27/2023	FINANCE	BUILDING	VERIZON WIRELESS	CITY CELL PHONE CHARGES 01/11/23-02/10/23	\$ 101.92
35800	02/27/2023	FINANCE	CITY COUNCIL	VERIZON WIRELESS	CITY CELL PHONE CHARGES 01/11/23-02/10/23	\$ 38.01
35800	02/27/2023	FINANCE	FACILITIES MAINT	VERIZON WIRELESS	CITY CELL PHONE CHARGES 01/11/23-02/10/23	\$ 50.96
35800	02/27/2023	FINANCE	FIRE	VERIZON WIRELESS	CITY CELL PHONE CHARGES 01/11/23-02/10/23	\$ 152.04
35800	02/27/2023	FINANCE	FLEET MAINT	VERIZON WIRELESS	CITY CELL PHONE CHARGES 01/11/23-02/10/23	\$ 0.55
35800	02/27/2023	FINANCE	HR/RISK MGT	VERIZON WIRELESS	CITY CELL PHONE CHARGES 01/11/23-02/10/23	\$ 38.01
35800	02/27/2023	FINANCE	PARKS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 01/11/23-02/10/23	\$ 0.48
35800	02/27/2023	FINANCE	PLANNING	VERIZON WIRELESS	CITY CELL PHONE CHARGES 01/11/23-02/10/23	\$ 50.96
35800	02/27/2023	FINANCE	STREETS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 01/11/23-02/10/23	\$ 12.48
35800	02/27/2023	FINANCE	SEWER OPS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 01/11/23-02/10/23	\$ 4.54
35800	02/27/2023	FINANCE	STREET CLEANING	VERIZON WIRELESS	CITY CELL PHONE CHARGES 01/11/23-02/10/23	\$ 0.48
35800	02/27/2023	FINANCE	WATER OPS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 01/11/23-02/10/23	\$ 141.93
35800	02/27/2023	FINANCE	WATER QUALITY	VERIZON WIRELESS	CITY CELL PHONE CHARGES 01/11/23-02/10/23	\$ 38.01
35800	02/27/2023	FINANCE	WWTP	VERIZON WIRELESS	CITY CELL PHONE CHARGES 01/11/23-02/10/23	\$ 74.47
35800	02/27/2023	FINANCE	PD OPS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 01/11/23-02/10/23	\$ 494.15
35801	02/27/2023	FINANCE	WATER FUND	OTP- UB REFUNDS	DEPOSIT FROM MAIS TO MUNIS	\$ 158.16
35802	02/27/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9915918	\$ 89.87
35803	02/27/2023	FINANCE	WATER FUND	OTP- UB REFUNDS	DEPOSIT FROM MAIS TO MUNIS	\$ 155.36
35804	02/27/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9899904	\$ 63.08
35805	02/27/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9923807	\$ 179.77
35806	02/27/2023	FINANCE	WATER FUND	OTP- UB REFUNDS	DEPOSIT FROM MAIS TO MUNIS	\$ 170.97
35807	02/27/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9925964	\$ 57.81
35808	02/27/2023	FINANCE	WATER UTILITY	OTP- UB REFUNDS	UB TERM REFUND 9891802-503476	\$ 208.16
35809	02/27/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TREM REFUND 9905155	\$ 26.57
35810	02/27/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9198035	\$ 191.67
35811	02/27/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9919587	\$ 38.07
35812	02/27/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9922132	\$ 192.30
35813	02/27/2023	FINANCE	WATER UTILITY	OTP- UB REFUNDS	RETURN OF UNUSED FUNDS - NO ACCOUNT	\$ 121.95
35813	02/27/2023	FINANCE	DRAINAGE OPS	OTP- UB REFUNDS	RETURN OF UNUSED FUNDS - NO ACCOUNT	\$ 14.54
35814	02/27/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9894157	\$ 200.00
35815	02/27/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9922582	\$ 203.18
205	02/22/2023	FINANCE	PAYROLL TRUST	NAVIA BENEFIT SOLUTIONS INC	FSA SECTION 125 DISBURSEMENT 02/14/2023	\$ 52.98
206	02/23/2023	FINANCE	WWTP BOND ADMIN	BANK OF NEW YORK MELLON	2015 WASTEWATER REV REF BOND PMT	\$ 234,434.18
207	02/23/2023	FINANCE	PAYROLL TRUST	NAVIA BENEFIT SOLUTIONS INC	FSA SECTION 125 DISBURSEMENT 02/21/2023	\$ 106.25
208	02/28/2023	FINANCE	PAYROLL TRUST	N.P.C.-ORCHARD TRUST COMPANY	PLAN #340227-01 FOR 02/03/2023 PAYROLL	\$ 9,663.72
209	02/28/2023	FINANCE	PAYROLL TRUST	N.P.C.-ORCHARD TRUST COMPANY	PLAN #340227-02 FOR 02/03/23 PAYROLL	\$ 2,260.44
210	03/02/2023	FINANCE	CFD DEBT FUND - 2006	BANK OF NEW YORK MELLON	CFD 2006-1 SPECIAL TAX BONDS SERIES 2018	\$ 39,608.33

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
210	03/02/2023	FINANCE	WATER DEBT SERVICE	BANK OF NEW YORK MELLON	2015 WASTEWATER REV REF BOND PMT	\$ 113,952.50
210	03/02/2023	FINANCE	WATER DEBT SERVICE	BANK OF NEW YORK MELLON	2019 WATER REV REF BOND	\$ 318,055.00
<b>BANK #1 - UNION BANK GENERAL ACCOUNT TOTAL</b>						<b>\$ 1,353,116.93</b>



# REPORT TO CITY COUNCIL

**Approved by:**

Wendy Silva  
Wendy Silva, Director of Human Resources

Arnoldo Rodriguez  
Arnoldo Rodriguez, City Manager

**Council Meeting of:** March 15, 2023

**Agenda Number:** B-3

**SUBJECT:**

Informational Report on Personnel Activity

**RECOMMENDATION:**

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

**SUMMARY:**

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

**DISCUSSION:**

The Civil Service Commission (Commission) met February 21, 2023, and approved an eligibility list for Public Safety Dispatcher. The Commission also met March 7, 2023, and approved eligibility lists for the following:

- Payroll Specialist
- Police Officer II
- Police Officer Trainee

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

<b>Table 1: New Hires and Re-hires</b>				
Name	Position	Department	Status*	Effective Date
Fernando Elizalde	Public Works Maintenance Worker II	Public Works – Streets Division	FT	2/13/23
Joston Frost	Public Works Maintenance Worker I	Public Works – Streets Division	PT	2/13/23

**Table 1: New Hires and Re-hires, continued**

Name	Position	Department	Status*	Effective Date
Haley Christenson	Administrative Analyst I	Engineering	FT	2/13/23
Jeremy Myers	Public Works Maintenance Worker II	Public Works – Streets Division	FT	2/13/23
Jason Skipper	Code Enforcement Consultant	Police Department	PT	2/13/23
Juan Raygoza, Jr.	Program Leader I	Parks & Community Services	PT	2/27/23
Leilani Franco	Program Leader I	Parks & Community Services	PT	2/27/23
Rosario Navarro	Park Aide	Parks & Community Services	PT	2/27/23

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

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

**Table 2: Promotions, Transfers, or Assignment Changes**

Name	Old Position	New Position	Effective Date
Andres Martinez	Wastewater Treatment Plant Lab Analyst/Environmental Compliance Inspector I	Wastewater Treatment Plant Lead Operator	2/11/23
Grace Salazar	Program Leader I	Part Time Office Assistant – Parks & Community Services	2/13/23
Joston Frost	Part Time Public Works Maintenance Worker I	Public Works Equipment Operator	2/27/23

The following employees separated from employment since our last report.

**Table 3: Separations**

Name	Position	Department	Status*	Effective Date
Ciara Rousey	Program Leader I	Parks & Community Services	PT	11/5/22

**Table 3: Separations, continued**

Name	Position	Department	Status*	Effective Date
Jerry Bowles	Park Aide	Parks & Community Services	PT	1/5/23
Orlando Jesus Perez	Park Aide	Parks & Community Services	PT	1/7/23
Juan Zapata	Park Aide	Parks & Community Services	PT	1/28/23
Juan Hernandez	Park Aide	Parks & Community Services	PT	1/28/23
Daisy Reyes	Office Assistant	Parks & Community Services	PT	1/28/23
Richard Hunter	Code Enforcement Consultant	Police Department	PT	2/3/23
Rosa Hernandez	Administrative Analyst I	Finance Department	FT	2/15/23
Stephanie Rodriguez	Records Clerk	Police Department	FT	2/15/23
Armand Molina, Jr.	Police Officer Trainee	Police Department	FT	2/20/23
Juan Pablo Balbuena Moreno	Program Leader I	Parks & Community Services	PT	2/21/23

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

**FINANCIAL IMPACT:**

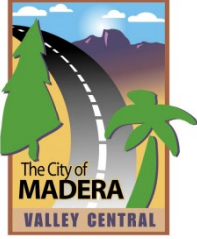
Funding for positions and employees to fill those positions is contemplated annually by the Council in the budget process. During the course of any given fiscal year, individual employees filling specific positions may change due to a number of various circumstances. All hiring and termination decisions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

**ALTERNATIVES:**

This report is for informational purposes only.

**ATTACHMENTS:**

None



## REPORT TO CITY COUNCIL

**Approved by:**

*Mark Souders*  
\_\_\_\_\_

Mark Souders, IT Manager

*Arnoldo Rodriguez*  
\_\_\_\_\_

Arnoldo Rodriguez, City Manager

**Council Meeting of:** March 15, 2023

**Agenda Number:** B-4

**SUBJECT:**

Volume License Agreement Renewal with Microsoft/CDWG for Microsoft Software

**RECOMMENDATION:**

Adopt the Resolution Approving a Three-Year Volume License Agreement between the City and Microsoft and Authorizing the Renewal Procurement of Microsoft Software from CDW-G

**SUMMARY:**

This Volume License Agreement is for the renewal of Microsoft Server and Office Software for the City. The previous agreement is expiring, and this agreement will allow the City to continue to use the Microsoft Office Suite and Microsoft Servers to serve the organization.

**DISCUSSION:**

In January 2019, the City entered into a three-year agreement with CDWG to obtain Microsoft software, which expired on January 31, 2023. This agreement had three annual payments of \$74,225.56. The license agreement was based on a Cooperative Purchasing Agreement negotiated by the County of Riverside. It provided a substantial discount for the City to contract for its software licensing needs. The City is again leveraging the purchasing power of the County of Riverside Co-Op agreement to facilitate a renewal of Microsoft's Enterprise Agreement (EA). Microsoft EA is a volume perpetual licensing program that enables organizations with 250 or more users the flexibility to purchase cloud services, and software licenses and updates under one agreement at a lower price than when purchased individually or separately. This program includes Software Assurance, Microsoft's enhanced software maintenance package. The City currently has an EA agreement through CDWG for the following products:

- Core CAL (Client Access Licenses – allows users to access servers)
- Exchange Server Enterprise (Email)

- Office Professional Plus (Word, Excel, PowerPoint, etc.)
- Microsoft Project (Project Management software)
- SQL Server Standard Core (Data Base Licenses)
- Visio Professional (software for drawing a variety of diagrams)
- Visual Studio Professional with MSDN (provides access to both current and previous versions of core Microsoft development platforms)
- Windows Server Datacenter 2-Processor (creates servers)

By renewing this EA, the City will continue to pay for maintenance-only pricing on that licensing investment for another three-year term in equal annual installments of \$98,547.82 per year. This maintenance coverage will give the City many benefits, including, but not limited to, the following:

- Upgrade rights to future versions of our licensed software for free
- SQL virtual machine mobility rights
- Three-year price protection against price increases
- Free web-based/e-mail technical support on the Microsoft server products covered by the Enterprise Agreement
- Additional security features of Single Sign-on, Multifactor Authentication, and Intune

Over the last three years, the City has added servers and applications to the City's computing environment. In addition, the need for additional security licenses to comply with the Cybersecurity insurance provider's recommendation has increased the annual cost by approximately \$24,000 per year to \$98,547 per year. Staff researched several other licensing models and retaining the current licensing and adding security requirements allowed for the most savings. The City receives substantial discounts for retaining licensing as opposed to going with large package deals that range from \$132,000 to over \$200,000. Staff has concluded that the Volume License Agreement with Microsoft/CDWG for \$98,547.82 per year provides the best value for the City.

**FINANCIAL IMPACT:**

The financial impact on the General Fund will be:

- Year 1: \$98,547.82
- Year 2: \$98,547.82
- Year 3: \$98,547.82

The expenditure is included in Information Services' annual budget.

**ALTERNATIVES:**

The City Council may elect not to authorize the Volume License Agreement, in which case the cost of using Microsoft software would increase. The City has retained substantial discounts due to the length of time owning Microsoft Volume Licenses, and these discounts would disappear,

in addition to losing the Volume License discount. As another alternative to adopting this resolution, the City Council may elect to not continue to use the Microsoft Software suite. Staff investigated the use of Google's suite of productivity tools but is not recommending it due to the disruption and its affiliated impact on the organization. The Information Services Department would have to retrain staff, migrate email and convert hundreds of thousands of documents. Microsoft's Office Suite and Office 365 has 87.5% of the market share versus Google's 10.4%, according to estimates shared by industry-research company Gartner.

**ATTACHMENTS:**

1. Resolution Approving Volume Licensing Agreement
  - a. Exhibit 1: Microsoft/CDWG Volume Licensing Agreement

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,  
CALIFORNIA, APPROVING A THREE-YEAR ANNUAL VOLUME LICENSE  
SOFTWARE AGREEMENT BETWEEN THE CITY OF MADERA AND  
MICROSOFT/CDWG IN THE AMOUNT OF \$98,547.82 PER YEAR**

**WHEREAS**, the City of Madera (the “City”) is in need of Microsoft software products and Azure cloud-based services; and

**WHEREAS**, the Microsoft Volume Licensing Agreement will provide the mechanism required to utilize Microsoft software products and Azure cloud-based services; and

**WHEREAS**, the Microsoft Volume Licensing Agreement will be established through the Riverside County purchasing contract with CDWG, a Microsoft licensing services provider which is consistent with Cooperative Purchasing Programs authorized in Madera Municipal Code Section 2-5.07; and

**WHEREAS**, the term of the Agreement is for a period of three (3) years beginning February 1<sup>st</sup>. 2023, at an estimated price of \$98,547.82 per year with the possibility of one (1) extension of three (3) years thereafter, subject to budget appropriations.

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

1. The above recitals are true and correct.
2. The Council approves the Microsoft/CDWG Volume Licensing Agreement which is attached as Exhibit 1 and incorporated by reference.
3. This resolution is effective immediately upon adoption.

\*\*\*\*\*

# Program Signature Form

MBA/MBSA number

Agreement number  <b>8084445</b>
--

<b>5-0000009722556</b>
------------------------

**Note:** Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, “Customer” can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Enrollment (Indirect)	X20-10635
Enterprise Amendment	M97 (New)
Product Selection Form	1287265.009 (PSF)

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
<b>Name of Entity (must be legal entity name)*</b> City of Madera
<b>Signature*</b>
<b>Printed First and Last Name*</b>
<b>Printed Title</b>
<b>Signature Date*</b>
<b>Tax ID</b>

*\* indicates required field*

<b>Microsoft Affiliate</b>
<b>Microsoft Corporation</b>
<b>Signature</b> <b>Printed First and Last Name</b> <b>Printed Title</b> <b>Signature Date</b> (date Microsoft Affiliate countersigns)
<b>Agreement Effective Date</b>  (may be different than Microsoft's signature date)

**Optional 2<sup>nd</sup> Customer signature or Outsourcer signature (if applicable)**

<b>Customer</b>
<b>Name of Entity (must be legal entity name)*</b> <b>Signature*</b> <b>Printed First and Last Name*</b> <b>Printed Title</b> <b>Signature Date*</b>

*\* indicates required field*

<b>Outsourcer</b>
<b>Name of Entity (must be legal entity name)*</b> <b>Signature*</b> _____ <b>Printed First and Last Name*</b> <b>Printed Title</b> <b>Signature Date*</b>

*\* indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

**Microsoft Corporation**  
 Dept. 551, Volume Licensing  
 6880 Sierra Center Parkway  
 Reno, Nevada 89511  
 USA

## Enterprise Enrollment

## State and Local

Enterprise Enrollment number <i>(Microsoft to complete)</i>	55060288	Framework ID <i>(if applicable)</i>	
Previous Enrollment number <i>(Reseller to complete)</i>	6111032		

**This Enrollment must be attached to a signature form to be valid.**

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Online Services Terms, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

**Effective date.** If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to “anniversary date” refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

**Term.** The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

## Terms and Conditions

### 1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

“Additional Product” means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

“Community” means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer’s regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

## **2. Order requirements.**

- a. Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
  - (i) Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
  - (ii) Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
- c. Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. Adding Products.**
  - (i) Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

- (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.
- g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.
- (i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
- (ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.
- (iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.
- (iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:
- 1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
  - 2) For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.
  - 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.
- Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.
- (v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.
- (vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate

may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

- (vii) **Late true-up order.** If the true-up order or update statement is not received when due, Microsoft will invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).
- h. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:
  - (i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.
  - (ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled “Adding new Products not previously ordered,” then for additional step-up Licenses, by following the true-up order process.
- i. **Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.
- j. **Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

### 3. ***Pricing.***

- a. **Price Levels.** For both the initial and any renewal term Enrolled Affiliate’s Price Level for all Products ordered under this Enrollment will be Level “D” throughout the term of the Enrollment.
- b. **Setting Prices.** Enrolled Affiliate’s prices for each Product or Service will be established by its Reseller. Except for Online Services designated in the Product Terms as being exempt from fixed pricing, As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft’s prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft’s prices to Resellers are reestablished at the beginning of the renewal term.

### 4. ***Payment terms.***

For the initial or renewal order, Microsoft will invoice Enrolled Affiliate’s Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft’s acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

### 5. ***End of Enrollment term and termination.***

- a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.
- b. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal.

Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.

**c. If Enrolled Affiliate elects not to renew.**

(i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.

(ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.

1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month (“Extended Term”) is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.

2) **Cancellation during Extended Term.** At any time during the first year of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, either party may terminate the Extended Term by providing the other with a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received or issued the notice.

(iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate’s Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

**d. Termination for cause.** Any termination for cause of this Enrollment will be subject to the “Termination for cause” section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.

**e. Early termination.** Any early termination of this Enrollment will be subject to the “Early Termination” Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

## **6. Government Community Cloud.**

**a. Community requirements.** If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate’s license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

**b.** All terms and conditions applicable to non-Government Community Cloud Services also apply

to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.

- c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
  - (i) Government Community Cloud Services will be offered only within the United States.
  - (ii) Additional European Terms, as set forth in the Use Rights, will not apply.
  - (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

## **Enrollment Details**

### **1. Enrolled Affiliate's Enterprise.**

- a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:
- Enrolled Affiliate only
  - Enrolled Affiliate and all Affiliates
  - Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):
  
  - Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:
- b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Include future Affiliates

### **2. Contact information.**

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (\*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

**Name of entity (must be legal entity name)\*** City of Madera

**Contact name\* First Mark Last Souders**

**Contact email address\* msouders@madera.gov**

**Street address\* 205 West 4th Street**

**City\* Madera**

**State\* CA**

**Postal code\* 93637-3527-**

(Please provide the zip + 4, e.g. xxxxx-xxxx)

**Country\* United States**

**Phone\* (559) 661.5411**

**Tax ID**

*\* indicates required fields*

- b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

Same as primary contact (default if no information is provided below, even if the box is not checked).

**Contact name\*** First Mark Last Souders  
**Contact email address\*** msouders@madera.gov  
**Street address\*** 205 West 4th Street  
**City\*** Madera  
**State\*** CA  
**Postal code\*** 93637-3527-  
(Please provide the zip + 4, e.g. xxxxx-xxxx)  
**Country\*** United States  
**Phone\*** (559) 661.5411

**Language preference.** Choose the language for notices. English

This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

*\* indicates required fields*

- c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

**Contact name\*:** First Last  
**Contact email address\***  
**Phone\***

This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

*\* indicates required fields*

- d. **Reseller information.** Reseller contact for this Enrollment is:

**Reseller company name\*** CDW Logistics LLC.  
**Street address (PO boxes will not be accepted)\*** 200 N Milwaukee Ave.  
**City\*** Vernon Hills  
**State\*** IL  
**Postal code\*** 60061-1577  
**Country\*** United States  
**Contact name\*** Brent Cameron  
**Phone\*** 847.371.6090  
**Contact email address\*** brencam@cdw.com  
*\* indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

<p><b>Signature*</b> _____</p> <p><b>Printed name*</b></p> <p><b>Printed title*</b></p> <p><b>Date*</b></p>
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*\* indicates required fields*

**Changing a Reseller.** If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the

other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*
  - (i) Additional notices contact
  - (ii) Software Assurance manager
  - (iii) Subscriptions manager
  - (iv) Customer Support Manager (CSM) contact

### **3. *Financing elections.***

Is a purchase under this Enrollment being financed through MS Financing?  Yes,  No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Physically Submitted

## Previous Enrollment(s)/Agreement(s) Form

**Entity Name:** City of Madera

**Contract that this form is attached to:** State Local Government

For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

Please provide a description of the previous Enrollment(s), Agreement(s), Purchasing Account(s), and/or Affiliate Registration(s) being renewed or consolidated into the new contract identified above.

- a. Entity may select below any previous contract(s) from which to transfer MSDN subscribers to this new contract. Entity shall ensure that each MSDN subscriber transferred is either properly licensed under the new contract or is removed.
- b. Entity may select below only one previous contract from which to transfer the Software Assurance (SA) Benefit contact details, i.e., benefits contact (*not* the SA manager) and the program codes, to this new contract.
- c. An Open License cannot be used to transfer either the SA Benefit details or MSDN subscribers.
- d. The date of the earliest expiring Enrollment/Agreement that contains SA or Online Services will be the effective date of the new contract (or SA coverage period for Select Plus).
- e. Please insert the number of the earliest expiring Enrollment/Agreement with SA or Online Services in the appropriate fields of the new contract.

Enrollment/Agreement/ Purchasing Account/Affiliate Registration Description	Enrollment/Agreement/ Purchasing Account/Affiliate Registration Public Customer Number	Transfer SA Benefit Contact	Transfer MSDN Subscribers
Standard Enrollment	6111032	X	X

## Amendment to Contract Documents

Enrollment Number

5-0000009722556

This amendment (“Amendment”) is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

## Enterprise Enrollment Invoice for Quoted Price Amendment ID M97

The price quoted to Enrolled Affiliate is a fixed price based on an estimated order submission date. Microsoft will invoice Enrolled Affiliate based on this fixed price quote. If this order is submitted later than the estimated order submission date, Enrolled Affiliate will be charged for net new Monthly Subscriptions (including Online Services) for the period during which these services were not provided. For Indirect models, Pricing to Enrolled Affiliate is agreed between Enrolled Affiliate and Enrolled Affiliate’s Reseller.

SKU Number	SKU Description	Existing Quantity	Incremental quantities
AAA-11924	O365 G3 FSA GCC Sub Per User	270	0
AAA-12416	CCAL Bridge O365 FSA Sub Per User	270	0
AAA-12414	CCAL Bridge O365 Sub Per User	5	0
AAD-32904	EMS G3 CAO GCC ALng Sub Add-on User CCAL	0	275
AAA-11894	O365 G3 GCC Sub Per User	5	0
3MS-00001	Exchange Online P1 GCC Sub Per User	0	20
3KS-00001	O365 F3 GCC Sub Per User	10	0
PF1-00002	Project P1 GCC Sub Per User	0	1
NYH-00001	Teams AC with Dial Out US/CA GCC Sub Add-on	0	285

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

**This Amendment must be attached to a signature form to be valid.**

**Microsoft Internal Use Only:**

(M97)EnrAmend(Ind)(InvoiceforQuotedPrice)(WW)(ENG)(Jan2023)v2(IU).docx		M97	B
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Proposal ID

1287265.009

Enrollment Number

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:					
Profile	Qualified Devices	Qualified Users	Device / User Ratio	Enterprise Product Platform	CAL Licensing Model
Enterprise	275	275	1.0	-	User Licenses
Total	275	275			

Products	Enterprise Quantity	
<b>Office 365 Plans</b>		
O365 G3 GCC FromSA	270	-
O365 G3 GCC	5	-
<b>Client Access License (CAL)</b>		
<b>Core CAL</b>		
Bridge for Office 365	5	-
Core CAL Bridge for Office 365 From SA	270	-
<b>Enterprise Mobility and Security (EMS)</b>		
Enterprise Mobility and Security GOV	275	-

Enrolled Affiliate's Product Quantities:				
Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + M365 Apps for Enterprise + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
Quantity	275	275	275	0

Enrolled Affiliate's Price Level:	
Product Offering / Pool	Price Level
<b>Enterprise Products and Enterprise Online Services USLs:</b> Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
<b>Additional Product Application Pool:</b> Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
<b>Additional Product Server Pool:</b> Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
<b>Additional Product Systems Pool:</b> Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

Notes	
Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:	
Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D
<b>Note 1:</b> Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.	
<b>Note 2:</b> Unless otherwise indicated in associated Agreement documents, the CAL selection must be the same across the Enterprise for each Profile.	
<b>Note 3:</b> If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.	
<b>Note 4:</b> Bridge CAL, Office 365 Plan E3 Add Ons, EMS Add Ons, Windows Ent SA Per User Add Ons, and Enterprise Cloud Suite Add On quantities are not included for Price Leveling, as License quantities are determined by the corresponding Enterprise Online Service(s).	



CDW Government, LLC  
Microsoft Enterprise 6.6 Agreement Pricing

Date 1/27/23  
Account Manager Brian Clouser

**Enterprise Quote  
for**

VSL Specialist Brent Cameron  
Channel Price Sheet Month Jan.

**City of Madera (81B36166)**

Unless otherwise noted, All Quotes expire upon current month's end

**EA Quote**

Customer to make three annual payments to CDW-G

Microsoft Part #	Description	Level	Quantity	Year 1		Year 2		Year 3	
				Price	Extended	Price	Extended	Price	Extended
AAA-12416	CCAL Bridge O365 FSA Sub Per User	D	270	\$17.01	\$ 4,592.70	\$ 17.01	\$ 4,592.70	\$ 17.01	\$ 4,592.70
AAA-12414	CCAL Bridge O365 Sub Per User	D	5	\$20.05	\$ 100.25	\$ 20.05	\$ 100.25	\$ 20.05	\$ 100.25
AAD-32904	EMS G3 CAO GCC ALng Sub Add-on User CCAL	D	275	\$63.54	\$ 17,473.50	\$ 63.54	\$ 17,473.50	\$ 63.54	\$ 17,473.50
3KS-00001	O365 F3 GCC Sub Per User	D	10	\$36.33	\$ 363.30	\$ 36.33	\$ 363.30	\$ 36.33	\$ 363.30
3MS-00001	Exchange Online P1 GCC Sub Per User	D	20	\$36.33	\$ 726.60	\$ 36.33	\$ 726.60	\$ 36.33	\$ 726.60
312-02257	Exchange Server Standard ALng SA	D	1	\$127.33	\$ 127.33	\$ 127.33	\$ 127.33	\$ 127.33	\$ 127.33
AAA-11924	O365 G3 FSA GCC Sub Per User	D	270	\$199.75	\$ 53,932.50	\$ 199.75	\$ 53,932.50	\$ 199.75	\$ 53,932.50
AAA-11894	O365 G3 GCC Sub Per User	D	5	\$235.22	\$ 1,176.10	\$ 235.22	\$ 1,176.10	\$ 235.22	\$ 1,176.10
359-00792	SQL CAL ALng SA Device CAL	D	65	\$37.54	\$ 2,440.10	\$ 37.54	\$ 2,440.10	\$ 37.54	\$ 2,440.10
359-00961	SQL CAL ALng SA User CAL	D	35	\$37.54	\$ 1,313.90	\$ 37.54	\$ 1,313.90	\$ 37.54	\$ 1,313.90
228-04433	SQL Server Standard ALng SA	D	6	\$161.47	\$ 968.82	\$ 161.47	\$ 968.82	\$ 161.47	\$ 968.82
7NQ-00292	SQL Server Standard Core ALng SA 2L	D	2	\$644.92	\$ 1,289.84	\$ 644.92	\$ 1,289.84	\$ 644.92	\$ 1,289.84
9EM-00270	Win Server Standard Core ALng SA 2L	D	490	\$19.32	\$ 9,466.80	\$ 19.32	\$ 9,466.80	\$ 19.32	\$ 9,466.80
9EA-00279	Win Server DC Core ALng SASU 2L Win Server Std	D	16	\$248.02	\$ 3,968.32	\$ 248.02	\$ 3,968.32	\$ 248.02	\$ 3,968.32
D86-01253	Visio Standard ALng SA	D	7	\$56.50	\$ 395.50	\$ 56.50	\$ 395.50	\$ 56.50	\$ 395.50
D86-01175	Visio Standard ALng LSA	D	1	\$121.38	\$ 121.38	\$ 121.38	\$ 121.38	\$ 121.38	\$ 121.38
PF1-00002	Project P1 GCC Sub Per User	D	1	\$90.88	\$ 90.88	\$ 90.88	\$ 90.88	\$ 90.88	\$ 90.88

Year 1 Total \$ 98,547.82      Year 2 Total \$ 98,547.82      Year 3 Total \$ 98,547.82

Three Year Total \$ 295,643.46

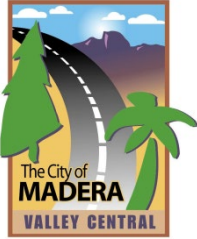
**Notes**

No Tax Referenced  
Riverside Contract: PSA-0001522  
Current Enrollment # 6111032  
Agreement End Date: 1/31/2023

**Terms & Conditions**

Terms and Conditions of sales and services projects are governed by the terms at:

<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>



## REPORT TO CITY COUNCIL

**Approved by:**

*Keith Helmuth*

Keith Helmuth, P.E., Department Director

*Arnoldo Rodriguez*

Arnoldo Rodriguez, City Manager

**Council Meeting of:** March 15, 2023

**Agenda Number:** B-5

**SUBJECT:**

Encroachment into a Landscape and Public Utility Easement (PUE) for a Single-Family Home at 3 Via Cerioni (APN 009-460-002)

**RECOMMENDATION:**

Adopt a Resolution Approving the Covenant Agreement to Allow a Limited Encroachment into a Landscape and Public Utility Easement (PUE) at the Property Owner's Risk (Covenant)

**SUMMARY:**

Kamaljit Singh, the property owner, has submitted a request to construct a garage in the rear yard of a home that contains a PUE and a portion of a landscape easement within an existing masonry wall that divides it from the nearby street and sidewalk. The PUE was defined in the Title Report when the owner purchased the property, and the City does not have the authority to allow or approve construction within PUEs that are not for the exclusive use of the City. A PUE is an easement that is expressly dedicated to a public utility. PUEs define who may have an interest or right to use. It is common for parcels to have utility easements, such as:

- |         |             |            |               |
|---------|-------------|------------|---------------|
| ▪ Sewer | ▪ Cable     | ▪ Gas      | ▪ Drainage    |
| ▪ Water | ▪ Telephone | ▪ Electric | ▪ Landscaping |

If a PUE does not define a specific utility, the PUE is available to any entity that can be designated as a public utility.

PUEs often restrict an owner's ability to use a portion of the property. For example, if a rear yard has a drainage line easement, there may be an underground pipe; thus, the owner may not be able to dig or place anything at the surface, given that the utility company may require that the land remain clear from the ground to the sky.

Use of a portion of the public landscaping easement is also required. A public landscaping easement is typically an area (usually adjacent to the street right-of-way) providing required street trees and landscape material. Different from a PUE, which may be used by specific utility companies, a public landscape

easement commonly benefits the public generally, and encroachment would not usually be allowed. Here, however, the use of the landscaping easement is limited to just that portion enclosed by a masonry wall surrounding the site, which obstructs the view from the street and sidewalk. Further, that portion of the landscape easement is not subject to a landscaping and lighting maintenance district. Under these limited circumstances, a limited encroachment may be warranted.

#### **DISCUSSION:**

Prior to property owners securing permits for the construction of garages or other permanent structures, the City typically reviews the proposal for any concerns that may exist with that construction, including mandatory setbacks from the property line or other structures. In addition, the City verifies if there are existing easements to ensure the property owner and the City are not subject to a demand to remove facilities and liability associated with the structure constructed under a permit approved by the City.

In this situation, a proposed garage extends 17 feet into a 40-foot-wide landscape and public utility easement depicted on subdivision map 00-S-05, recorded on April 13, 2001, in book 49, pages 72 and 73, Madera County Records. While this public utility easement remains unused, it does not:

- Relinquish rights to exercise the use of the easement
- Imply that the easement may not be needed at a later date

Per the owner's title report, an easement has been listed that conflicts with the proposed garage. The easement provides for access to "public utilities as shown on said map". A landscape easement is also included.

Given the 40-foot easement, the owner is requesting an encroachment permit. Should the Council approve their request, a Covenant, defined as a legal agreement, would be required. Under the terms of the Covenant, prior to constructing the garage, the property owner would be responsible for contacting the utility company(s) to seek consent to encroach within an easement and advisement as to whether there may be any intention for the easement to be used in the future. Alternatively, and preferably to the City, the owner would seek removal of the easement if there is no intention on the part of utilities to exercise rights to use the easement by a beneficiary. In a situation wherein the owner is not successful in removing the easement and only receives assurances from the utility which would constitute consent to allow a proposed improvement to encroach within the easement, the City would not be held liable on the basis of the Covenant for any damages the owner may accrue. With regard to the landscaping portion, there is no utility that can provide assurances. However, if required by (private) covenants, codes, and restrictions (CC&Rs), the City would prefer that the owner seek the removal of the easement required. If any easement cannot be removed, then the City will require a Covenant. As written, the Covenant:

- Provides indemnification language that would require that the property owner defend the City against litigation
- Will be recorded with the County on the title
- Will be listed on future title reports
- Run with the property; thus, should the current owner sell the property, any new owner would be subject to compliance with the agreement.

It should be noted that 6 properties on the south side of Sunset Avenue, all near the subject site, provide a 40-foot-wide easement. In 2014, the property immediately to the east obtained an easement

encroachment to develop a patio. In addition, the subdivision to the east, also on the south side of Sunset Avenue, only provides a MID easement that encroaches approximately 10 feet into the rear yards. The disposition of these encroachments is not considered relevant, given that the City cannot address current or future requests based on past actions unless the action can be determined to meet the current known requirements.

**FINANCIAL IMPACT:**

Approval of this Covenant Agreement imposes no impact or expense to City's General Fund. In addition, the applicant remitted a \$379.00 fee as part of the easement encroachment permit, while the applicant will also be required to obtain building permits from the City.

**ALTERNATIVES:**

The Council may request that the item be continued so that staff may conduct additional research.

**ATTACHMENTS:**

1. Resolution
  - a. Exhibit A – Covenant Agreement
  
2. Approximate location of the easement

**Attachment 1**

Resolution

**RESOLUTION NO. 23-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,  
CALIFORNIA APPROVING THE COVENANT AGREEMENT TO ALLOW A  
LIMITED ENCROACHMENT INTO A LANDSCAPE AND PUBLIC UTILITY  
EASEMENT AT THE PROPERTY OWNER'S RISK**

**WHEREAS**, Kamaljit Singh is the Owner in fee title of that certain improved real property commonly known as 3 Via Cerioni (Property) in the City of Madera, County of Madera (APN 009-460-002-000); and

**WHEREAS**, the Owner proposes to construct a garage in the backyard of the Property and has applied to the City for a building permit to construct the same; and

**WHEREAS**, the proposed garage as designed will encroach into a landscape and public utility easement (PUE); and

**WHEREAS**, no utilities are currently using the PUE, but could do so at some future date.

**WHEREAS**, proposed use of the landscaping easement is limited to just that portion that is enclosed by a masonry wall surrounding the site and that obstructs the view from the street and sidewalk. Further, that portion of the landscape easement is not subject to a landscaping and lighting maintenance district.

**WHEREAS**, to accommodate Owner's proposal, the City, as for itself alone and no other Utility agrees to allow for a limited, temporary, encroachment by Owners into the landscape and PUE at the Owner exclusive cost and risk, and subject to Owners obtaining appropriate approvals from the other Utilities (such as a recorded covenant or agreement) and future use by the Utilities outside the active participation of the City.

**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. That certain Covenant Agreement to Allow a Limited Encroachment into a landscape and Public Utility Easement at Property Owner(s)' Risk, attached hereto as Exhibit A, is hereby approved.
3. The City Clerk and City Engineer collectively are authorized to make any technical corrections to this resolution.
4. This resolution is effective immediately upon adoption.

**Exhibit A**

Covenant Agreement

**RECORDING REQUESTED BY AND  
WHEN RECORDED, MAIL TO:**

City of Madera  
205 W Fourth Street  
Madera, CA 93637

APN. 009-460-002-000

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NO DOCUMENTARY TAX DUE – R&T 11922 (Amended)  
Presented for Recordation by the City of Madera  
Fee Waived Per Sections 27383 & 27388.1(a)(2)(D) of the Government Code.....No Fee Due \_0\_

**COVENANT AGREEMENT TO ALLOW A LIMITED  
ENCROACHMENT INTO A LANDSCAPE AND PUBLIC  
UTILITY EASEMENT  
AT PROPERTY OWNER(S)' RISK**

This Covenant Agreement to Allow a Limited Encroachment into a Landscape and Public Utility Easement at Property Owner(s)' Risk ("Agreement") is made and entered into this \_\_\_ day of \_\_\_\_\_, 2023 by Kamaljit Singh ("Owner") and the City of Madera ("City") for the purpose of allowing a limited encroachment into a public utilities easement.

**RECITALS:**

- A. Owner owns in fee title that certain improved real property commonly known as 3 Via Cerioni in the City of Madera, County of Madera (APN. 009-460-002-000) and legally described on Exhibit A attached hereto and incorporated herein by reference ("Property").
- B. Owner proposes to construct a garage in the backyard of the Property and have applied to the City for a building permit to construct the same. As designed the proposed garage will encroach into a landscape and public utility easement (PUE), as depicted in the diagram attached as Exhibit B.
- C. The landscape and PUE was previously dedicated and accepted by the City, and public utility easements are commonly used by utilities such as the City, Pacific Gas and Electric Company, Comcast, AT&T, and other authorized providers (collectively "Utilities" or singularly "Utility").
- D. The Utilities are not currently using the landscape and PUE but could do so at some future date. To accommodate Owners' proposal, the City, as for itself and no other Utility, desires to agree to allow for a limited, temporary, encroachment

by Owners into the landscape and PUE at the Owners' exclusive cost and risk, and subject to Owners obtaining appropriate approvals from the other Utilities (such as a recorded covenant or agreement) and future use by the Utilities.

- E. The proposed use of the landscaping easement is limited to just that portion that is enclosed by a masonry wall surrounding the site and that obstructs the view from the street and sidewalk. Further, that portion of the landscape easement is not subject to a landscaping and lighting maintenance district.

### **AGREEMENT:**

NOW, THEREFORE, the Parties agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are incorporated herein by reference.
2. **Effective Date; Duration.** This Agreement shall be effective upon delivery to the City of a copy executed by Owner ("**Effective Date**") which the City shall cause to be recorded in the Official Records of Madera County. This Agreement shall remain in full force and effect in perpetuity.
3. **Owner's Representations and Warranties.** Owner represents and warrants to the Utilities and City that, as of the Effective Date, Owner is the fee owner of the Property, and has authority to execute this Agreement which shall be binding on the Property upon recordation in the official records of Madera County ("**Official Records**").
4. **Covenants, Restrictions and Obligations.** The Parties agree as follows:
  - (a) At Owner's sole cost and expense and in accordance with all applicable City requirements, Owners are granted a temporary encroachment into the landscape and PUE, as to the City's right of use only, for the limited purposes of constructing, maintaining, and using a garage strictly in accordance with the permits and the plans as approved by the City.
  - (b) Owner shall not modify the garage nor construct or cause to be constructed any additional structures on the Property without first applying for and obtaining a permit from the City, at Owner's sole cost and expense. Upon approval, any additional permitted structure shall be subject to this Agreement, including, but not limited to, the covenants in this Section 4.
  - (c) Owner specifically acknowledges that the granting of a limited encroachment in the landscape and PUE under this Agreement is only

approval to do so from the City. Owner acknowledges that Owner will need to obtain the appropriate approval or consent of all other Utilities for encroachment into the landscape and PUE. Further, if the landscape easement is otherwise required by any covenants, codes and restrictions (CC&Rs) or other private agreement, the Owner acknowledges that Owner will need to obtain the appropriate approval or consent thereunder, and Owner agrees that the obligations of the Utilities set forth in Section 4(d) shall likewise apply any person or entity (such as a home owners association) that is a party to said CC&Rs or private agreement. The City encourages the recording of any such approval or consent.

- (d) Owner agrees that use of the landscape and PUE by the Utilities is paramount to the limited and temporary encroachment by Owner. Owner further agrees that any encroachment into the landscape and PUE is solely at Owner's risk, and Owner expressly acknowledges and agrees that any Utilities, including any utilities of the City, may disturb, remove, damage, or reconfigure the garage at any time to make use of the landscape and PUE or otherwise exercise their rights to the landscape and PUE, with or without notice. Further, any of the Utilities, including the City, may require Owner to remove the garage from the landscape and PUE at any time. Owner is solely responsible for any cost of removal, damages, reconfigurations, or any other disturbance of the garage by any Utilities, and under no circumstances shall Utilities be responsible to Owner for any damages or other relief, which are expressly waived by Owner. If Owner fail to promptly pay, any Utility may file and record a lien against the Property for the costs thereof, including attorney's fees. Owner agrees any Utility may pursue any other remedy under the law to enforce this Agreement.

- (e) At all times, Owner shall comply with all ordinances, regulations and standards applicable to the Property.
- (f) Owner agrees to indemnify and to hold the City harmless against any and all claims, demands, losses, liabilities, causes of action, obligations and claims of any kind for damages, lawsuits, costs, attorney's fees and expenses of every kind and nature whatsoever, filed against the City with respect to i) the City's approval of this Agreement; ii) the design, construction, approval, or use of the garage; and iii) related to the use of the landscape and PUE by Owner (collectively "Indemnified Obligations"). Owner will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities and Owner agrees to save and hold the City, its officers, agents and employees harmless therefrom. If the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Owner for such damages or other claims arising out of the Indemnified Obligations, Owner agrees to promptly reimburse the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including, but not limited to, legal costs and attorneys' fees. Any and all amounts due under this Section 4 shall be promptly paid to the City or its officers, agents or employees within ten (10) days of written demand is delivered to Owner. If any amounts are not paid when due, said amounts shall thereafter bear interest at the rate of ten percent (10%) per annum (but not in excess of the maximum rate permitted by law) until paid in full.

**5. Runs with the Land.** This Agreement shall run with the land binding the Property and all future owners, tenants, and occupants of the Property.

**6. Amendment or Modification.** This Agreement may not be amended or modified except (i) in writing executed by the then current owner(s) of the Property and the City, and (ii) recorded in the Official Records.

## **7. Miscellaneous.**

**7.1. Notices.** Any notices, demands, or communications under this Agreement shall be in writing, and may be given either by (i) personal services, (ii) overnight delivery, or (iii) mailing via United States mail, certified mail, postage prepaid, return service requested, addressed as set forth on the signature page of this Agreement or such other address as may be furnished in writing by a party, and such notice or communication shall, if properly addressed, be deemed to have been given as of the date so delivered, or

three (3) business days after deposit into the United States mail. The addresses of the Parties are as follows:

CITY  
Office of the City Engineer  
428 E. Yosemite Avenue  
Madera, CA 93638

OWNER  
Kamaljit Singh  
1812 Sundance Lane  
Madera, CA 93637

- 7.2. Severability.** If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.
- 7.3. Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of California and any legal action shall be brought in a court of competent jurisdiction in Madera County.
- 7.4. Attorney's Fees.** In the event of any litigation or other legal proceeding arising from this Agreement, the prevailing party will be entitled to recover, in addition to any other relief awarded or granted, its reasonable costs and expenses, including attorney's fees, incurred in the proceeding.
- 7.5. Final Agreement.** This Agreement contains the entire understanding and agreement with respect to the subject matter of this Agreement and all prior or contemporaneous documents, communications, understandings, representations, and statements shall be of no force or effect.
- 7.6. Construction.** This Agreement shall be construed according to its fair meaning as if prepared by all parties to this Agreement. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.
- 7.7. No Waiver.** The failure to enforce any term, covenant, or condition of this Agreement shall not be construed as a waiver of the right to enforce this, or any other, term, covenant, or condition of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed as set forth below.

**OWNER:**

**CITY OF MADERA**

\_\_\_\_\_  
\*Kamaljit Singh

\_\_\_\_\_  
Santos Garcia, Mayor

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

Date: \_\_\_\_\_, 2023

\* Signature must be notarized.

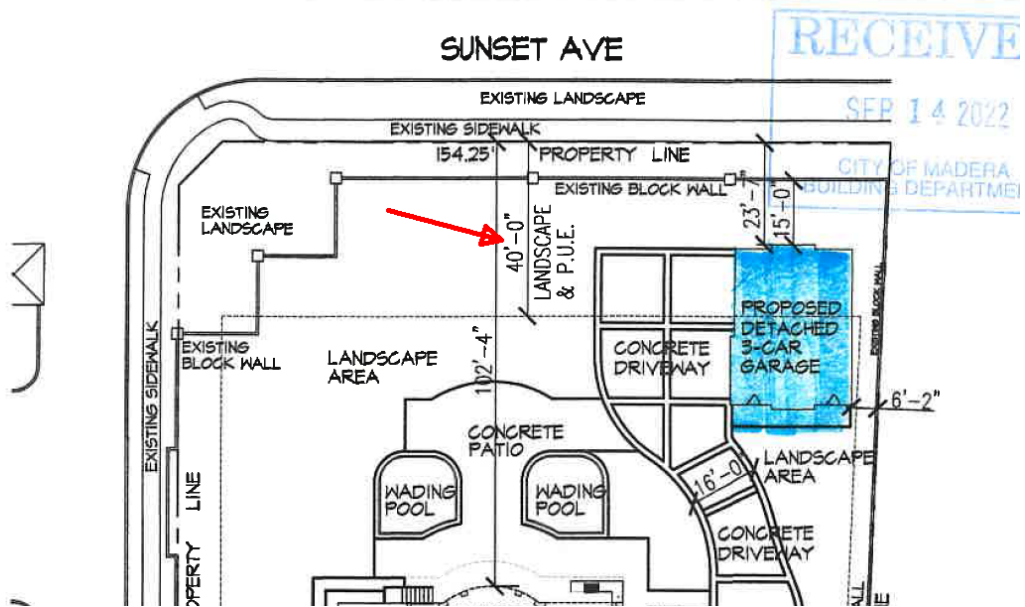
**Exhibit A**  
**Property Description**

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

LOT 1, SUBDIVISION NO. 00-S-05, VILLA PIEMONTE, ACCORDING TO THE MAP THEREOF RECORDED IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF MADERA, STATE OF CALIFORNIA IN BOOK 49, PAGES 72 AND 73, MADERA COUNTY RECORDS.

APN: 009-460-002-000

**Exhibit B**  
**Depiction of Landscape and Public Utility Easement (Including Encroachment)**



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

State of California

County of \_\_\_\_\_

On \_\_\_\_\_, 2023 before me, \_\_\_\_\_, personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

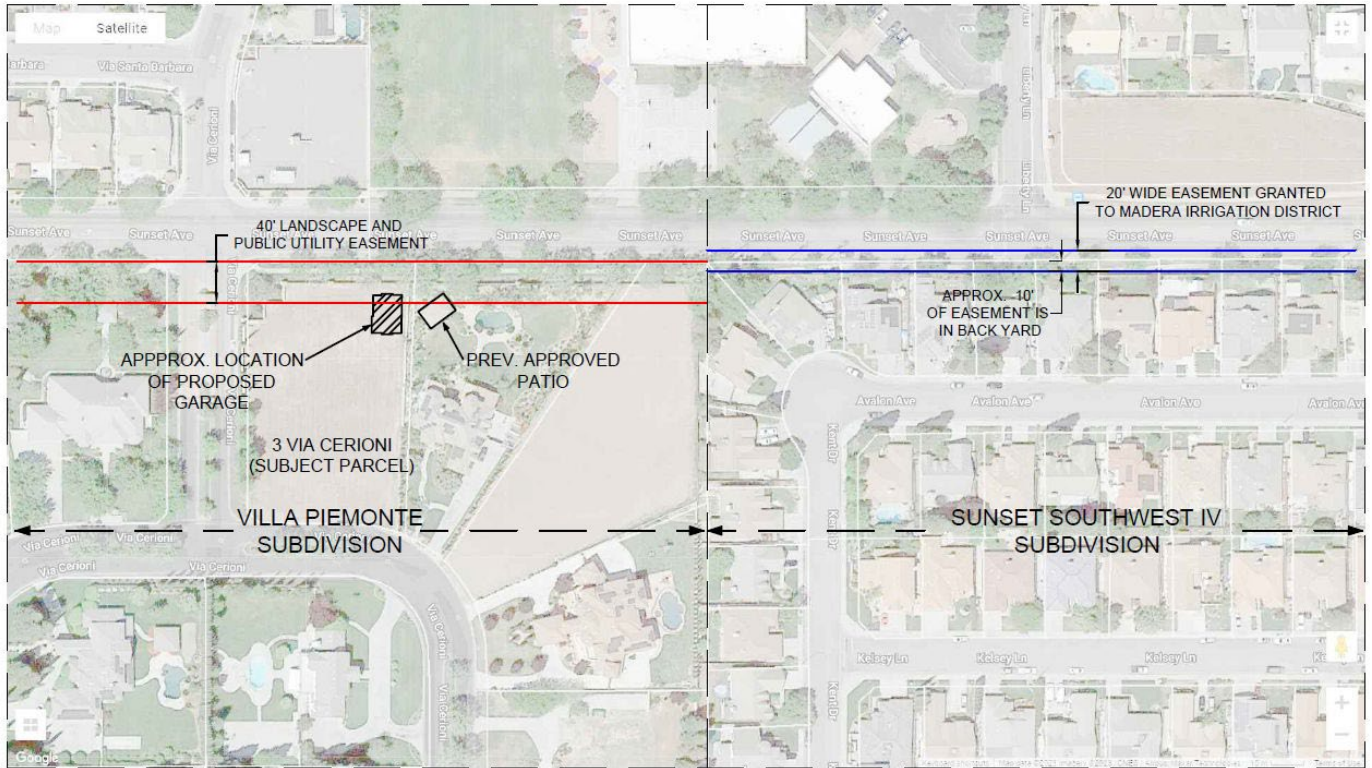
\_\_\_\_\_  
Signature

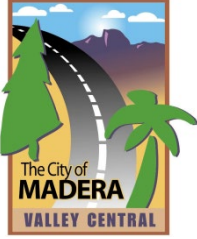
SEAL

## **Attachment 2**

Approximate location of easement

# APPROXIMATE LOCATION OF EASEMENT





## REPORT TO CITY COUNCIL

**Approved by:**

*Marcela Zuniga*  
 \_\_\_\_\_  
 Marcela Zuniga, Grants Administrator

*Arnoldo Rodriguez*  
 \_\_\_\_\_  
 Arnaldo Rodriguez, City Manager

**Council Meeting of:** March 15, 2023

**Agenda Number:**     B-6    

**SUBJECT:**

Procurement of a 26 Foot Transit Bus for Madera Metro

**RECOMMENDATION:**

Adopt a Resolution Authorizing the procurement of One Transit Bus utilizing Federal Transit Administration Section 5307 and Local Transportation Funds in the amount of \$161,000

**SUMMARY:**

During the August 3, 2022, meeting, Council adopted a resolution to apply for a Federal Transit Administration (FTA) Section 5307 to purchase four transit vehicles to replace those that exceeded their useful life. On August 17, 2022, the City was awarded \$515,000 in FTA – Section 5307 funds (CA-2022-019) with a Local Share requirement of \$129,000 for Capital Improvements. State Transit Assistance (STA) Funds are used to meet the Local Share requirement. The project total was estimated at \$644,000.

On November 2, 2022, Council approved Resolution No. 22-183, authorizing staff to purchase the four Transit Vehicles. Table 1 summarizes the vehicles approved for procurement by Resolution No. 22-183:

<b>Table 1: Vehicles Scheduled to be Procured as a Result of Res. No. 22-183</b>						
Funding Source	Vehicle Make	Model	Year	Vehicle Length	Passenger Capacity	Estimated Cost (Nov. 2022)
Section 5307	Ford E-350	Starcraft	2022	26ft	17	\$190,000
Section 5307	Ford E-350	Starcraft	2022	26ft	17	\$190,000
Section 5307	Ford E-350	Starcraft	2022	26ft	17	\$190,000
Section 5339	Voyager*	Braun (Van)	2022	12ft	4-5	\$72,000

\*Delivered February 28, 2022

The Section 5307 award allowed for the procurement of four Transit Buses; however, anticipating significant increases in costs, staff solicited bids for 3 buses rather than 4. Surprisingly, through the procurement process, staff realized vehicle costs had decreased. Consequently, there is a remaining balance of Section 5307 funds for the procurement of the 4th Transit Bus.

**DISCUSSION:**

The FTA annually allocates Madera Urbanized Area (MUA) Funds dedicated for transit operations. Eligible expenses include:

- Operation Assistance (OA)
- Preventative Maintenance (PM), and
- Capital Improvements (CI)

The City applies for these funds on an as-needed basis and, once awarded, may submit a claim to FTA to pay for the eligible expense.

The City’s Transit system consists of 19 Light Duty – Cutaway Transit Buses. Of these 19, 9 have exceeded their Useful Life Benchmark (ULB). According to FTA Circular 5010.1e, the ULB of a light-duty transit bus is at least 5 years or 150,000 miles. However, when the vehicles proposed for replacement were procured, the grant application allowed for a 7-year ULB.

After Council’s approval to utilize FTA Section 5307 funds to replace transit vehicles, staff began the procurement process. The estimated cost per vehicle was \$190,000 per bus. The total for 4 transit buses would exceed the grant amount of \$644,000. Therefore, staff solicited bids for three buses. These vehicles have since been ordered and are scheduled to arrive in Fall 2023.

Table 2 summarizes the recent vehicle procurement and the remaining balance:

<b>Table 2: Use of funds for vehicle procurement</b>				
Project	Total Cost	5307 Funding (80% Federal Share)	Local Fund (20% Local Share)	Award Remaining Balance
(3) Ford E-350	\$438,000	\$386,250	\$96,750	\$161,000

Staff proposes procuring the 4th transit vehicle with the remaining FTA 5307 award balance.

Table 3 summarizes the 4th Transit Bus proposed for replacement.

**Table 3: Vehicle Proposed for Replacement**

Vehicle Make	Model & Fuel Type	Year	Vehicle Length	Passenger Capacity	Miles (As of February 2023)	Years Exceeding ULB
Ford E-450	Elkhart – CNG	2012	26ft	17	179,132	3

Table 4 summarizes the proposed Transit Vehicle for procurement.

**Table 4: Vehicle Proposed for Procurement**

Vehicle Make	Model & Fuel Type	Year	Vehicle Length	Passenger Capacity	Estimated Vehicle Cost
Ford E-350	Starcraft – Gas	2022	26ft	17	\$150,000

**FINANCIAL IMPACT:**

The proposed projects will not impact the City’s General Fund as all transit costs are expended through Local Transportation and Federal Transit Administration grant funds.

**ALTERNATIVES:**

1. Council may direct staff to seek an alternative transit project to expend MUA funds.
2. Council may direct staff to provide additional evidence for replacing the transit fleet.

**ATTACHMENTS:**

1. Resolution
2. Attachment A – 2022, Ford E-350 Starcraft
  - a. Exhibit A – Floorplan
  - b. Exhibit B – Quote
3. Attachment B - Image of Braun Voyager Delivered as a result of Res. No. 22-183
4. Attachment C – PO (3) 26ft Class-C Bus at \$485,000

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,  
CALIFORNIA AUTHORIZING THE PROCUREMENT OF TRANSIT VEHICLE  
UTILIZING FEDERAL TRANSIT ADMINISTRATION (FTA SECTION 5307  
PROGRAM FUNDS – AWARD# CA-2022-019)**

**WHEREAS**, the Federal Transit Administration (FTA) has been delegated authority to award federal financial assistance to the City of Madera (City) for transportation projects and capital assistance; and

**WHEREAS**, the City has been awarded Section 5307 FTA Funds in the amount of \$515,000 for vehicle procurement; and

**WHEREAS**, the City is requesting City Council (Council) to approve utilizing the remaining balance of FTA – Section 5307 Program Funds in the amount of \$128,750; and

**WHEREAS**, the City is requesting Council approve utilizing Local Funds as the required 20% match in the amount of \$32,250; and

**WHEREAS**, the City is approving the purchase of One Transit Bus for the total amount of \$161,000; and

**WHEREAS**, the City is requesting Council to approve utilizing of the combined funds for the procurement of One Transit Bus for the enhancement of Madera Metro’s transit fleets.

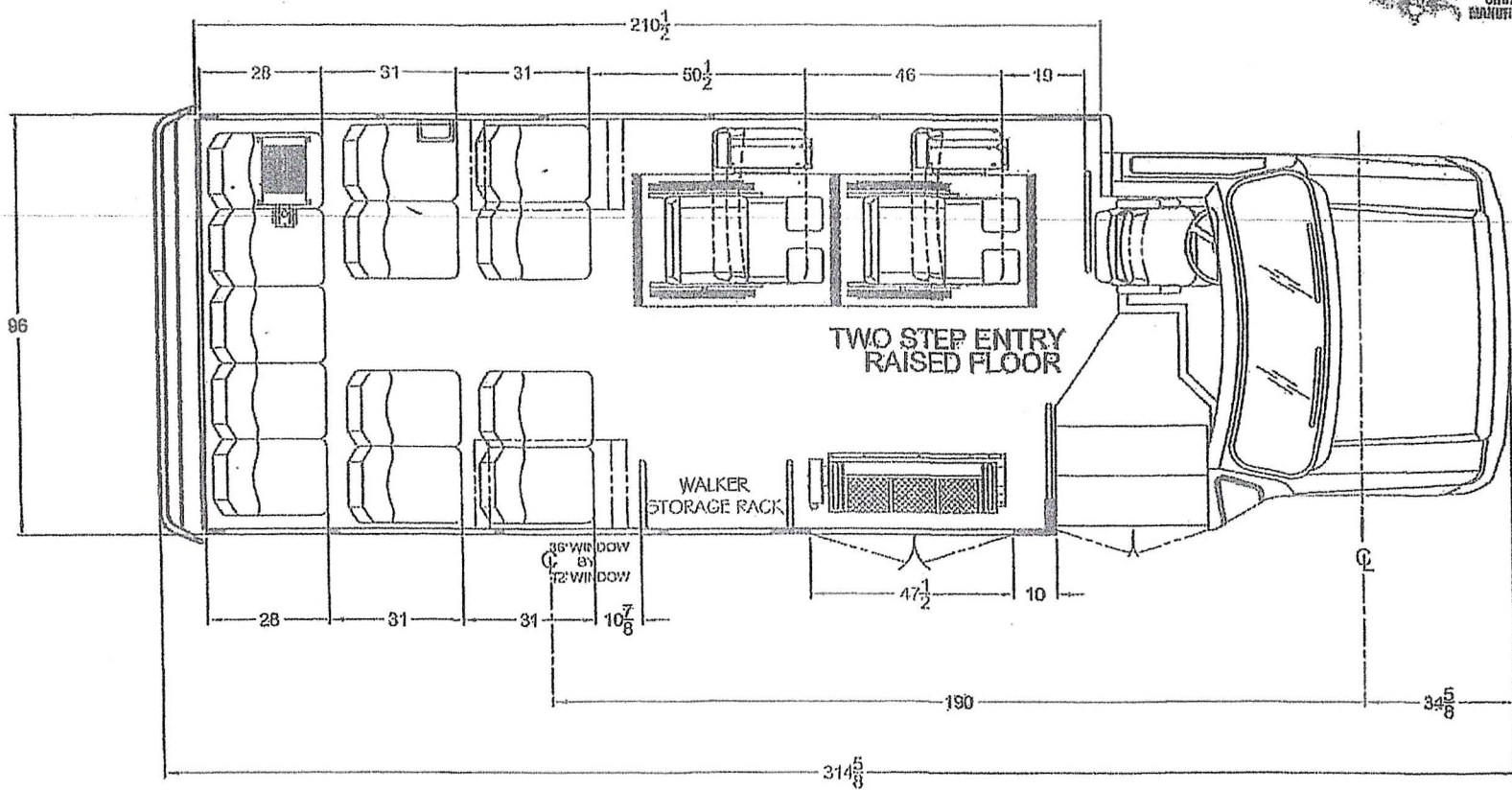
**NOW, THEREFORE, THE COUNCIL OF THE CITY OF MADERA** does hereby find, resolve, and order:

1. The above recitals are true and correct.
2. Council approves utilization of the FTA and Local funds for the purchase of one transit bus.
3. The City Manager, or his/her designee, is hereby authorized to proceed with procurement procedures and execute documents required for the purchase of one transit bus in the approximate amount of \$161,000.
4. This resolution shall be effective immediately upon adoption.

\*\*\*\*

Attachment A – 2022, Ford E-350 Starcraft





NOTE: SHOWN WITH MID HI FREEDMAN SEATS  
 ALLSTAR E-160 14,500 GVWR  
 THIS FLOOR PLAN IS FOR ILLUSTRATION PURPOSES ONLY.  
 A WEIGHT ANALYSIS HAS NOT YET BEEN PERFORMED.  
 FINAL APPROVAL WITH A WEIGHT ANALYSIS IS REQUIRED UPON RECEIPT OF A  
 COMPLETED ORDER WITH ALL OPTIONS SHOWN.  
 OPTIONAL EQUIPMENT MAY BE SHOWN.  
 THE SALES ORDER PLACED DICTATES ACTUAL OPTION CONTENT.

**DEALER APPROVAL**

APPROVED

\_\_\_\_\_  
 CUSTOMER SIGNATURE



THIS DRAWING AND THE INFORMATION THEREON ARE THE EXCLUSIVE PROPERTY OF STARCRAFT BUS, A DIVISION OF FOREST RIVER. IT SHALL NOT BE COPIED OR DUPLICATED IN ANY MANNER, NOR SHALL IT BE SUBMITTED TO OUTSIDE PARTIES FOR EXAMINATION WITHOUT OUR WRITTEN CONSENT. IT IS LOANED FOR USE WITH REFERENCE TO WORK UNDER CONTRACT WITH, OR PROPOSALS SUBMITTED TO STARCRAFT BUS, A DIVISION OF FOREST RIVER.

REV. LET.	DESCRIPTION OF CHANGE	BY	CHK	DATE	ECN No.

TOLERANCE UNLESS OTHERWISE SPECIFIED		<b>STARCRAFT BUS</b> a division of Forest River, Inc.	
WOOD	OTHER	DATE: 08/25/17	TITLE: 13 PASS. 2 WALKER RACK 26' 2013 ALLSTAR
± 1/8"	± 1/16"	NAME: JFC	
± 1"	± 1/2"	DWG. No. 13 2 WLC 2 DB FCLDS WALKER RACK 189 169 USA	



# Creative Bus Sales

14740 Ramona Avenue  
Chino, CA 91710  
888.633.8380



# Creative Bus Sales

7471 Reese Road  
Sacramento, CA 95828  
888.633.8380

CalACT MBTA RFP #20-01 - Class C - Quote Sheet <small>(Rev 2022)</small>		12-01-2022		
Vehicle Type:	Class C - Starcraft Bus (Allstar) 16+2	Type of Lift:	<input checked="" type="checkbox"/> Braun	
Contact:	Randy Collin	Lift Location:	<input checked="" type="checkbox"/> Front <input type="checkbox"/> Rear	
Agency:	City of Madera	Seat Material Level:	DOC90 Vinyl	
Address:	205 West Fourth Street	Seat Color:	Blue	
City, State, Zip:	Madera, CA 93637	Flooring and Color:	Gray	
Phone:	559-562-4923	Salesperson:	Dan Williams	
E-Mail:	<a href="mailto:rcollins@madera.org">rcollins@madera.org</a>	Salesperson Cell:	650-222-2618	
Delivery:	<a href="#">Delivery 300 days from receipt of purchase order</a>	Salesperson E-Mail:	<a href="mailto:dan@creativebussales.com">dan@creativebussales.com</a>	
Quantity:	Description	Price	Ext. Price	ADA
1	Starcraft Bus - Class C - (Ford E450)	\$102,571.00	\$102,571.00	\$11,790.00
Published Options				
2	1 - Freedman Foldaway Seat (double)	\$2,070.00	\$4,140.00	\$4,140.00
1	12 - USSC G2 E Drivers Seat (If not standard)	\$1,185.00	\$1,185.00	
18	16 - Freedman Docket 90 cloth (per seat)	\$75.00	\$1,350.00	
1	26 - Raised Flat Floor - (West Coast Style) 1/2 Step Behind Driver	\$530.00	\$530.00	\$530.00
1	44 - Gerflor/Tarabus floor	\$0.00	\$0.00	
1	48 - REI PA system (4 interior, 1 exterior ADA sokr)	\$460.00	\$460.00	
1	50 - Thermo King - SA 800	\$7,470.00	\$7,470.00	
1	54 - Thermo King A/C Oil Seperator	Included	Included	Included
1	66 - Mor-RYD Suspension	\$1,140.00	\$1,140.00	
1	79 - Sportworks bike rack (black 2 bike)	\$2,625.00	\$2,625.00	
1	81 - Velvac Power Mirror	\$700.00	\$700.00	
1	82 - CrossOver Mirror (N/A on Ford Transit)	\$130.00	\$130.00	
1	86 - Rear Tow Hooks	\$85.00	\$85.00	
1	91 - Dialight Exterior LED	\$1,055.00	\$1,055.00	
1	92 - Dialight Interior LED	\$800.00	\$800.00	

1	105 - Safe Fleet - 4 Camera (1T, Wifi) Seon/Mobileview	\$5,275.00	\$5,275.00	
1	116 - Stop Request System (w/ sign)	\$1,000.00	\$1,000.00	\$1,000.00
1	117 - Hanover Front and Side Destination Signs	\$6,040.00	\$6,040.00	\$6,040.00
1	125 - Delivery Zone 3	\$1,150.00	\$1,150.00	
1	129 - Diamond Farebox XV	\$2,200.00	\$2,200.00	\$2,200.00
<b>Non-Published Options</b>				
1	"Watch Your Step" Gerflor entry step inserts (White or Yellow)	\$100.00	\$100.00	
1	DIALIGHT stepwell lights (Each)	\$70.00	\$70.00	
1	Custom Graphics Per Madera Design QUOTE	\$5,645.00	\$5,645.00	
1	Light (2) 7" Amber LED For Turn Signals	\$325.00	\$325.00	
1	Light (2) 7" Red LED For Stop For Stop Light	\$325.00	\$325.00	
1	Walker Storage Rack	\$425.00	\$425.00	
<b>Summary</b>				
		Class C - Base Price	\$102,571.00	
		Published Options	\$37,335.00	
		Non-Published Options	\$6,890.00	
		<b>Total</b>	<b>\$146,796.00</b>	<b>\$25,700.00</b>
		Doc Prep Fee	\$85.00	
The Non-Taxable Amount is the ADA Equipment in the Base and Added as Options		Non-Taxable	\$25,700.00	
The Taxable Amount Includes the Mobility Rebate of \$1,000.00 For Ford Chassis		Taxable Amount	\$122,181.00	
Madera*		<b>Tax Total</b>	<b>\$10,079.93</b>	<b>8.250%</b>
		Sub-Total	\$156,960.93	
		CalACT Fee	\$2,201.94	
		DMV E-File Fee:	\$31.00	
		DMV Fee	\$0.00	<i>(Estimated)</i>
		Tire Fee	\$12.25	
		<b>Total</b>	<b>\$159,206.12</b>	
		Number of Units	1	
		<b>Final Total</b>	<b>\$159,206.12</b>	

**questions, please contact CALACT direct at 916-920-8018**

Attachment B – Braun Voyager Van (ADA/Paratransit Vehicle)



# Purchase Order

Fiscal Year 2023

Page: 1 of: 1

The City of  
**MADERA**

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **30230214**

Delivery must be made within doors of specified destination.

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CITY OF MADERA - FINANCE  
205 W. 4TH STREET  
MADERA, CA 93637

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CREATIVE BUS SALES, INC.  
14740 RAMONA AVE  
CHINO, CA 91710

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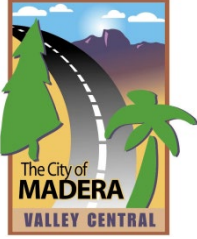
CITY OF MADERA -FLEET DIVISION  
1030 SOUTH GATEWAY DRIVE  
MADERA, CA 93637-4728  
Email: [rcollin@madera.gov](mailto:rcollin@madera.gov)

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
				20230287			
Date Ordered	Vendor Number	Date Required	Freight Method/Terms		Department/Location		
12/15/2022	25918				GRANTS		
Item#	Description/PartNo			QTY	UOM	Unit Price	Extended Price
1	The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading Three (3) 26ft Starcraft Class-C Bus, Gas			1.0	EACH	\$485,000.00	\$485,000.00

For Purchase Order Terms and Conditions  
Please visit the Purchasing Department pages on the City website: [www.cityofmadera.ca.gov](http://www.cityofmadera.ca.gov)

By: J. Stickman  
Authorized Signature

Total Ext. Price	\$485,000.00
<b>PO Total</b>	<b>\$485,000.00</b>



## REPORT TO CITY COUNCIL

**Approved by:**

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

**Council Meeting of:** March 15, 2023

**Agenda Number:**       B-7      

**SUBJECT:**

Letter of Support for Senate Bill 37 (Caballero): Older Adults and Adults with Disabilities Housing Stability Act of 2023

**RECOMMENDATION:**

Consider a Minute Order Approving a Letter of Support for Senate Bill 37 (Caballero): Older Adults and Adults with Disabilities Housing Stability Act of 2023

**SUMMARY:**

Senator Anna Caballero recently unveiled Senate Bill 37 (SB 37), the Older Adults and Adults with Disabilities Housing Stability Act, which aims to provide rent subsidies for at-risk older and disabled individuals. On March 7, 2023, the City received a request from Senator Caballero's office for a letter of support for this Bill. SB 37 allows California governing bodies to address older adult homelessness at a critical time when the housing crisis disproportionately impacts older adults. In introducing the legislation, Caballero pointed to the growing need for assistance for this population. From 2017 to 2021, the number of Californians 55 and older seeking homelessness services increased at double the rate of the general population. Notably, SB 37 advances the California Department of Aging's goal of preventing and ending homelessness among older adults by enabling thousands of extremely low-income older adults and people with disabilities who are currently homeless or at risk of homelessness to afford housing.

**DISCUSSION:**

Existing law establishes various programs to address homelessness, including requiring the Governor to create an Interagency Council on Homelessness and establishing the Homeless Emergency Aid program to provide localities with one-time grant funds to address their immediate homelessness challenges. The Department of Housing and Community Development (HCD) oversees the administration of various housing assistance programs, including provisions relating to residential hotel rehabilitation. It tasks the department to determine each region's existing and projected housing needs. If approved, SB 37 would, upon an appropriation by the

Legislature, require the HCD to develop the Older Adults and Adults with Disabilities Housing Stability Program and, in administering the program, offer the following:

- Competitive grants to nonprofit community-based organizations, continuums of care, public housing authorities, and area agencies on aging;
- A housing subsidy program for older adults and adults with disabilities who are experiencing homelessness or at risk of homelessness;
- Prioritize communities in which a higher proportion of renters face severe rental cost burdens than the state average;
- Create the Older Adults and Adults with Disabilities Housing Stability Fund from which funds would be allocated to eligible recipients through December 31, 2028;
- Award recipients the use of grant funds for specified activities, including housing subsidies up to the amount of reasonable rent until the participant can access longer-term support, no longer requires the housing subsidy, or the specified expenditure period expires and relocation costs if a landlord elects to withdraw from the program or evicts a tenant;
- Authorization grantees to utilize up to 15 percent of its allocation for landlord recruitment and tenancy acquisition services, landlord incentives, and tenancy transition services,
- Specified oversight of activities, including imposing reporting requirements on award recipients and contracting with an independent evaluator to conduct an interim evaluation of program outcomes and a final report;
- Submissions of these evaluation reports to the Legislature for further oversight.

If passed, SB 37 would establish a multi-year Rent Stabilization Fund to provide shallow and deep subsidies to help older adults and people with disabilities afford fair market rate rent and transition to permanent housing assistance programs, including the Section 8 Housing Choice Voucher program. It would also facilitate the HCD to fund and work with various community-based organizations that provide housing services and are limited by resources and overwhelmed by demand.

The Bill is cosponsored by a coalition including Justice in Aging, LeadingAge California, the Corporation for Supportive Housing, the State Council on Developmental Disabilities, and the United Way of Greater LA.

**FINANCIAL IMPACT:**

There is no anticipated fiscal impact to the City as a result of providing the letter of support.

**ALTERNATIVES:**

As an alternative, Council may elect not to authorize the signing of this Letter of Support for SB 37.

**ATTACHMENTS:**

1. Letter of Support



March 9, 2023

The Honorable Scott Wiener, Chair  
Senate Committee on Housing  
1021 O Street, Room 3330  
Sacramento, California 95814

**Re: Senate Bill 37 (Caballero): Older Adults and Adults with Disabilities Housing Stability Act of 2023: Support**

Dear Senator Wiener,

On behalf of the City of Madera, I am pleased to offer our strong support of SB 37, which provides housing subsidies to older adults and adults with disabilities who are experiencing or at risk of experiencing homelessness.

Californians who are older or with disabilities find it increasingly difficult to afford the rapidly rising cost of housing. Many of these Californians live on fixed incomes, such as Supplemental Security Income (SSI), which are inadequate to cover rising rents. With business as usual, homelessness for older adults Californians (at least 65 years of age) is expected to triple between 2017 and 2030. For extremely low-income renters, roughly 8 out of 10 spend more than 50% of their monthly income on rent, placing them at risk of homelessness. People with disabilities comprise about 43% of those experiencing homelessness, and African American households are more than five times as likely to experience homelessness when compared to the general California population.

A key goal of the California Master Plan for Aging is to prevent and end older adult homelessness. Yet older adult homelessness is projected to increase, and no comprehensive state program exists that provides long-term housing subsidies for older and disabled adults who are on fixed incomes. Meanwhile, Housing Choice Vouchers and other federally subsidized housing programs often take years for applicants to access, since such programs accommodate only a fraction of eligible applicants.

SB 37 would provide a rent subsidy targeted to those older adults and adults with disabilities who are homeless or are at high risk of experiencing homelessness. The bill will establish OADHSA within HCD to administer and offer competitive grants to nonprofit organizations, continuums of care, and other organizations. HCD will select grantees with the resources, expertise, and cultural specificity to provide

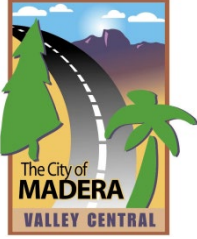
assistance to households experiencing or at risk of homelessness. Grants will prioritize communities in where a higher proportion of renters face cost burdens.

Grantees will provide subsidies to help older adults and adults with disabilities remain housed, with subsidies covering the difference between 30% of a person's household income and the unit's reasonable rent. Such subsidies will likely prevent and end homelessness for thousands of older and disabled adults. Studies show low-income renters accessing housing subsidies are able to remain housed or exit homelessness for good.

For these reasons, SB 37 (Caballero) would further the City of Madera's goal of preventing and reducing homelessness for our aging and disabled population. We are proud to support SB 37 (Caballero), and encourage your "aye" vote when it is heard in the Senate Housing Committee.

Best regards,

Santos Garcia, Mayor  
City of Madera



## REPORT TO CITY COUNCIL

**Approved by:**

Arnaldo Rodriguez, City Manager

**Council Meeting of:** March 15, 2023

**Agenda Number:**           B-8          

**SUBJECT:**

Local state of emergency related to the closure of Madera Community Hospital

**RECOMMENDATION:**

Adopt a Resolution continuing to support Madera County's Proclamation of a local emergency due to the closure of Madera Community Hospital for 30 days.

**SUMMARY:**

On January 18, 2023, the Council adopted a resolution supporting a Madera County Proclamation of the existence of a local emergency due to the closure of Madera Community Hospital (MCH). Subsequently, Council adopted a Resolution on January 18, 2023, supporting the County's Proclamation and formalizing the City's stance on the local emergency. Furthermore, the approval of the Resolution demonstrates support for any requests for state and federal funding to reopen MCH or for alternative healthcare options for the residents of Madera. Legislative bodies are required by the Office of Emergency Services to approve a Resolution to extend the state of emergency every 30 days until termination.

**DISCUSSION:**

Upon the closure of MCH, Sherriff Pogue proclaimed a local state of emergency in his role as Director of Emergency Services for Madera County. The Madera County Board of Supervisors (BOS) ratified the Sherriff's action on January 3, 2023. At the BOS meeting on January 10, 2023, County staff received direction to study potential options and alternatives for providing emergency and hospital medical services for the citizens of Madera. Council also adopted a Resolution supporting the County's Proclamation, recognizing the existence of a local Emergency in Madera on January 18, 2023. In addition, Council authorized the City Manager to allocate staff time and up to \$60,000 in resources to partner with the County in evaluating potential options for healthcare and emergency medical care services for Madera residents.

It should be noted that the closure of MCH continues to have a regional effect, with many neighboring hospitals now under extreme strain with the overflow of patients. To that extent, on January 3, 2023, the Fresno County Board of Supervisors (FCBOS) also proclaimed the existence of a local emergency, partly due to the closure of MCH, which compounded an already over-extended public health crisis caused by ongoing COVID-19, flu, and respiratory illness outbreaks. Shortly thereafter, Congressman Costa and Congressman-elect Duarte co-authored a letter to the US Department of Health and Human Services and Centers for Medicare and Medicaid Services to highlight the dire situation and request that the agencies give the current medical crisis in Madera their full attention and evaluate options to provide emergency relief. Since the closure, MCH has attempted to secure new affiliation partners and alternative funding options; however, these efforts have yet to come to fruition. Based on information released by MCH, it appears the Hospital will move towards filing Chapter 11 bankruptcy in the coming months.

While the County of Fresno elected to terminate the local state of emergency regarding its hospitals on February 7, 2023, Madera residents continue to lack basic essential medical services and resources to travel to the nearest hospital. Patients with acute or emergency medical conditions are left with limited to no options within the city in which they reside. Staff feels this presents a dire situation necessitating the need to continue declaring a health emergency at a local level.

#### **BACKGROUND:**

During a Public Comment portion of the August 3, 2022, Council meeting, Madera Community Hospital (MCH) informed the Council of the financial hardship it faced as a result of operating during the COVID-19 pandemic and requested \$1 million in American Rescue Plan Act (ARPA) to allow continued operations while its affiliation with St. Agnes Medical Center/Trinity Health was under consideration with the State Attorney General. MCH accrued millions of dollars in debt due to labor cost inflation, costly treatment, and shouldering the cost of intensive care services for COVID-19 cases. The Hospital attributes the years of accumulated liability to its high census of Medi-Cal patients and low reimbursement rates.

Subsequently, at Council's direction, relief funding was revisited for further consideration on September 21, 2022, where MCH provided additional details that justified the request for \$1 million in ARPA funds. Considering that 100 percent of ARPA funds received by the City were previously allocated to the City's Sewer and Water Enterprise Funds for public infrastructure projects to lower utility rates, and that any reallocation of monies would not sustain a long-term solution for MCH, the Council elected to sponsor the MCH/Trinity Health affiliation with a Letter of Support in lieu of reallocating ARPA funding.

In the interim, City Staff facilitated meetings with MCH and local, regional, and state officials to identify alternative funding options MCH may either apply for or be entitled to, which included:

- MCH was owed \$23 million from the State to which Senator Caballero's office is intervening to expedite these funds.

- If additional funding was not received, MCH had funding to operate until mid-November.
- The requested allocation of \$1 million from the City would have allowed the hospital to operate for an additional 1-2 weeks.
- Potential Federal Emergency Management Agency (FEMA) funding for COVID relief had not been previously sought by MCH when these funds were made available for application. Congressman Jim Costa's office recommended that MCH urgently apply, as the Hospital had not tapped into this funding source.
- \$5 million in state funding secured by Assemblyman Bigelow and Senator Caballero for immediate debt relief.
- MCH received a loan of \$15 million from Trinity Health to ensure continued operations while the merger was under consideration.

MCH entered into discussions of an affiliation agreement with Trinity Health/St. Agnes Medical Center to alleviate its financial burden and to provide continuity of care for its patients. Under State law, the affiliation agreement was subject to the California Attorney General's approval. Attorney General Rob Bonta conditionally approved the agreement; however, based on the conditions set forth, Trinity Health Corporation elected to abandon the affiliation, causing MCH to cease operations and close its facilities indefinitely.

Upon this decision, MCH advised their agency partners that they would file for Chapter 11 bankruptcy. The Hospital's closure leaves approximately 160,000 Madera County residents and surrounding communities without full-service healthcare facilities, including a 24-hour emergency room, surgical facilities, radiology services, and inpatient critical care. Specifically, the closure of MCH poses numerous challenges to the delivery of public health services to the community. These include, but are not limited to, the following:

1. Mandated services to the medically indigent;
2. Medical facility for 72-hour crisis holds for adults and children;
3. Delays in response times for Emergency Medical Services Personnel;
4. Strain to surrounding healthcare facilities and increased patient volume;
5. Rerouting of local law enforcement from other matters of public safety to health-care-related emergencies;
6. Overall negative impact on health outcomes for all residents.

In response to the immediate risk to public health and safety, Council adopted a resolution supporting the County's declaration of a Local State of Emergency and authorized City resources and staff time for a partnership with Madera County to evaluate potential healthcare options. As required by the California Office of Emergency Services (OES), declarations of local emergencies must be approved by Resolution every 30 days until terminated. Due to the absence of a full-service hospital and life-saving services outlined above, Staff finds reason to continue the local emergency and support the need for state and federal funding. Staff recommends Council adopt a resolution supporting the local public health emergency declared upon the closure of Madera Community Hospital, extending the period for an additional 30 days.

**FINANCIAL IMPACT:**

Council authorized the City Manager to allocate staff time and up to \$60,000 for collaboration with County leaders and staff to evaluate and identify a path forward concerning the Hospital and alternative medical care.

**ALTERNATIVES:**

As an alternative, Council may elect to terminate the existing Resolution supporting the County's local emergency proclamation.

**ATTACHMENTS:**

1. A Resolution supporting the County's Proclamation of Local Emergency to extend an additional 30 days.

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA  
SUPPORTING THE COUNTY'S PROCLAMATION OF THE EXISTENCE OF A  
LOCAL EMERGENCY DUE TO THE CLOSURE OF MADERA COMMUNITY  
HOSPITAL FOR A PERIOD OF 30 DAYS**

**WHEREAS**, on December 29, 2022, the Madera County Sheriff/Madera County Director of Emergency Services declared a local emergency based on an imminent and proximate threat to public safety in Madera County caused by the sudden and unexpected closure of Madera Community Hospital, the City's only general acute care hospital and emergency room that provided services to both adults and children; and

**WHEREAS**, the Madera County Board of Supervisors ratified the declaration of a local emergency on January 3, 2023, related to the closure of Madera Community Hospital; and

**WHEREAS**, the City Council of the City of Madera hereby finds that there continues to exist an imminent and proximate threat to public health and safety from the closure of Madera Community Hospital; and

**WHEREAS**, conditions of disaster or of extreme peril to the safety of persons within the City have resulted from and continue due to the sudden termination of emergency and other medical services at Madera Community Hospital, thereby causing significant and unanticipated strain and depletion of local resources and the conditions warrant and necessitate supporting the declaration of a local emergency; and

**WHEREAS**, the closure of Madera Community Hospital came at a time when the region's healthcare network was already significantly strained by ongoing cases of COVID-19, flu, and respiratory viruses; and

**WHEREAS**, the Fresno County Board of Supervisors declared an emergency on January 3, 2023, related to the current healthcare crisis affecting medical facilities in their County, compounded by the closure of Madera Community Hospital.

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

**Section 1.** The above recitals are true and correct and are incorporated herein by this reference.

**Section 2.** The City Council finds that the state of emergency conditions related to the closure of Madera Community Hospital set forth in the Madera County Sheriff's Proclamation of Emergency are ongoing and are recognized as an imminent threat to our citizens.

**Section 3.** The City Council hereby recognizes and affirms the existence and conditions of a state of emergency as proclaimed by the Madera County Board of Supervisors and the City affirms, authorizes, and acknowledges the existence of a local emergency throughout the City.

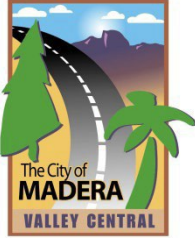
**Section 4.** The City Council further requests that the Governor make available any State assistance programs and seek additional Federal assistance programs to provide relief to the public agencies and private individuals that have been or will be harmed by this emergency.

**Section 5.** The City Council supports the proclamation issued by Sherriff Pogue on December 29, 2022, ratified by the Madera County Board of Supervisors on January 3, 2023.

**Section 6.** The City Clerk is directed to provide a certified copy of this resolution to Madera County, Fresno County, and all state and federal legislative representatives for the City of Madera.

**Section 7.** This resolution is effective immediately upon adoption.

\* \* \* \*



## REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, Department Director

Arnaldo Rodriguez, City Manager

Council Meeting of: March 15, 2023

Agenda Number:     B-9    

### SUBJECT:

Extend Declaration Proclaiming the Existence of a Local Emergency – January 2023 Winter Storms

### RECOMMENDATION:

Adopt a Resolution Extending the Declaration Proclaiming the Existence of a Local Emergency – January 2023 Winter Storms in accordance with Madera Municipal Code Title III, Chapter 2

### SUMMARY:

On or about Sunday, January 1, 2023, the first of a series of storm events entered the area. The second event being a storm that entered the area on or about Thursday, January 5, 2023, and the third event being a storm that entered the area on or about Monday, January 9, 2023. As of this writing on Thursday, March 9, another in a series of storms was entering the State of California, including the City of Madera.

Among others, the first of these storms resulted in storm surges within the City's sanitary sewer infrastructure causing damage to portions of the system. Subsequent events either exacerbated the damage or served to accelerate it as additional damage became apparent as the City attempted repairs on the initial damaged section of pipe. Following the initial identification of damages, other portions of the sewer system were also determined to be damaged.

Subsequent storms have stressed the ability of the City maintenance crews to respond to widespread flooding. The incoming storm is expected to stress those crews beyond what they have already experienced.

Adoption of this Resolution (See Attachment 1) requires a majority vote of the City Council (Council).

**DISCUSSION:**

Damages to the City's sewer system infrastructure as a result of the storm events first became apparent on Monday, January 2, 2023, at approximately 2 PM wherein County staff identified an area where the roadway collapsed along the northern shoulder of Avenue 13 (Pecan Avenue) as a result of a pipe failure 16 feet below the surface of the road, 30 feet west of Granada Drive, which is directly in line with the City's sewer main that runs along Avenue 13 to the Wastewater Treatment Plant (WWTP). Given the critical nature of the infrastructure, the City declared an emergency under Public Contract Code Section 22050 on January 18, 2023, at a regularly scheduled Council meeting, which allowed it to immediately procure materials and services without engaging in competitive bidding to repair damages cited at same meeting. Subsequent to the emergency declared on January 18, 2023, an additional failure occurred which required suspending service on a Union Pacific Railroad (UPRR) spur due to fears the track had been undercut by a cavity below ground. Suspension of those services negatively impacted UPRR customers that are reliant upon that spur line. Later investigations served to identify other pipe sections that were also subject to failure.

Given the nature of the various damages, the original declaration was requested to be retroactive as of the date of January 4, 2023, when the Governor of the State of California declared the existence of a state of emergency for the State of California. If approved, this extension of the proclamation of a local emergency will be forwarded to the State Office of Emergency Services, if so required.

Consistent with Title III, Chapter 2 of the Madera Municipal Code, the proclamation designated the City Manager as the Director of Emergency Services (Director). As part of the Director's duties, the Director is authorized to require emergency services of any City officer or employee and to command the aid of as many citizens as they deem necessary and to require necessary personnel or materials of any City department or agency. These actions are to be taken in support of the City's response to the local emergency and will be taken with the utmost care for the preservation of life. Council has been provided regular updates regarding any actions taken by the Director of Emergency Services. These updates will continue as long as considered necessary. The extended local emergency will automatically expire in 60 days unless further extended by the City Council.

**FINANCIAL IMPACT:**

The recommended action is necessary to ensure specific liability protection, emergency powers of the Emergency Services Director, and potential recovery of eligible costs, if any, from State and Federal emergency funds.

**ALTERNATIVES:**

Staff does not recommend consideration of other alternatives given alternatives likely would remove reimbursement to the City that may become possible as a result of this action.

**ATTACHMENTS:**

1. Resolution extending Declaration of a Local Emergency (with attached Declaration)
2. Governor's Proclamation of a State of Emergency

**Attachment 1**

Resolution

**RESOLUTION NO. 23-\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,  
CALIFORNIA, EXTENDING THE DECLARATION PROCLAIMING THE  
EXISTENCE OF A LOCAL EMERGENCY – JANUARY 2023 WINTER STORMS  
IN ACCORDANCE WITH MADERA MUNICIPAL CODE TITLE III, CHAPTER 2**

**WHEREAS**, the City of Madera has already been adversely impacted by the effects of other local emergencies such as the recent unexpected closure of Madera Community Hospital and the ongoing COVID-19 pandemic; and

**WHEREAS**, pursuant to the provisions of Government Code section 8558(b), on January 4, 2023 the Governor of the State of California issued a “Proclamation of a State of Emergency” (“Governor’s Proclamation”) relating to severe winter storms and a series of atmospheric river systems that struck California, bringing high winds, substantial precipitation, and river, stream and urban flooding. The Governor’s Proclamation declared that conditions of extreme peril to the safety of persons and property exist due to these storms; and

**WHEREAS**, the Director of Emergency Services has found that conditions of extreme peril to the safety of persons and property continue to exist within the City of Madera, caused by a series of extreme winter weather events that started on or about Sunday, January 1, 2023. The first event being a storm that entered the area on or about Sunday January 1, 2023, the second event being a storm that entered the area on or about Thursday, January 5, 2023, and the third event being a storm that entered the area on or about Monday, January 9, 2023; other smaller but meaningful events in the interim and a new large storm entering California, including the City of Madera on Thursday March 9 which is expected to continue into next week, and

**WHEREAS**, these extreme winter storm events also referred to as “Atmospheric Rivers” produced large rainfall totals and wind, leading to localized flooding and storm surges within the City’s critical infrastructure systems; and

**WHEREAS**, these extreme winter storm events have and may continue to cause damage to the City of Madera and other public and private facilities, including but not limited to roads, critical infrastructure, transportation corridors, and buildings, the extent of which has not been completely compiled; and

**WHEREAS**, strict compliance with certain Madera Municipal Code (“MMC”) and other City regulations would prevent, hinder, or delay appropriate actions to prevent and mitigate the effects of the severe winter storms, which issue cannot be timely addressed absent a declaration of emergency; and

**WHEREAS**, the mobilization of local resources, ability to coordinate interagency response, accelerate procurement of vital supplies, use mutual aid, and allow for future reimbursement by the state and federal governments will be critical to successfully responding to the severe winter storms; and

**WHEREAS**, local resources have been and will continue to be deployed by the City of Madera to mitigate and recover from these extreme weather events, thereby depleting strained public safety resources such as Law Enforcement, Public Works, and Engineering services; and

**WHEREAS**, it has now been found that local resources will be unable to cope with the catastrophic effects of this emergency.

**WHEREAS**, Section 3-2.04 of the Madera Municipal Code designates the City Manager as the Director of Emergency Services for the City of Madera; and

**WHEREAS**, California Government Code Sections 8558 and 8630, et seq., and Section 3-2.04(A) of the Madera Municipal Code authorizes the Director of Emergency Services to proclaim the existence of a local emergency within the City of Madera when the City Council is not in session and the City of Madera is affected or likely to be affected by the existence or threatened existence of conditions of emergency or of extreme peril to the safety of persons and property within the territorial limits of the City of Madera; and

**WHEREAS**, on January 27, 2023, the City Council was not in session, and the City's Director of Emergency Services declared a local emergency thereby activating the Emergency Operations Center; and

**WHEREAS**, pursuant to Government Code Section 8630 and MMC Section 3-2.04(A), a local emergency declared by the Director of Emergency Services shall not remain in effect for a period in excess of seven (7) days unless it has been ratified by the City Council; and

**WHEREAS**, the health, safety and welfare of City residents, businesses, visitors and staff are of utmost importance to the City and additional future measures may be needed to protect the community. The mobilization of local resources, ability to coordinate interagency response, accelerate procurement of vital supplies, use mutual aid, and allow for future reimbursement by the state and federal governments will be critical to successfully responding to the present storm-related state of emergency. The City may require additional assistance in the future, and proclamation of local emergency allows additional resources to flow to the City in a timely manner; and

**WHEREAS**, the Director of Emergency Services requests that the City Council extend the proclamation and reaffirm the proclamation ratified by Council on February 1, 2023 and affirming the existence of a state of local emergency for the City of Madera as of the date of January 4, 2023, when the Governor declared the existence of a state of emergency for the State of California; and

**WHEREAS**, after consideration of all facts reasonably available for review and all items, the City Council of the City of Madera now desires to extend the proclamation and reaffirm the existence of a state of emergency throughout the City to make additional resources available to address the disaster impacts of the above-described 2023 winter storms, ratify the proclamation of the Director of Emergency Services made on January 27, 2023, and affirm the existence of a state of local emergency for the City of Madera as of the date of January 4, 2023 when Governor Newsom declared the existence of a state of emergency for the State of California.

**NOW, THEREFORE**, be it resolved by the City Council of the City of Madera as follows:

1. Recitals. The above recitals true and correct and incorporated herein as findings by the City Council.
2. Proclamation of Local Emergency. The actual existence of conditions of extreme peril to

the safety of persons and property have arisen within the City of Madera, caused by the effects of the above-described 2023 winter storms. The City Council, based upon the foregoing, now does proclaim, declare and affirm the continuing existence of a local emergency throughout the City.

3. Ratification. The aforementioned conditions of extreme peril warranted and necessitated the extension of the proclamation of the existence of a local emergency throughout the City of Madera by the City's Director of Emergency Services on January 27, 2023. The City Council of the City of Madera does hereby ratify and affirm the need to extend the proclamation of a local emergency throughout the City of Madera by the City's Director of Emergency Services on January 27, 2023 (attached hereto and incorporated herein by reference).

4. Effective Date of Local Emergency. The City Council of the City of Madera does hereby extend and reaffirm the existence of a state of local emergency for the City of Madera as of the date of January 4, 2023, when the Governor of the State of California originally declared the existence of a state of emergency for the State of California, for the reasons articulated in the Governor's Proclamation of the existence of a state of emergency for the State of California on January 4, 2023, the reasons articulated herein, and for the reasons in the proclamation of a local emergency throughout the City of Madera by the City's Director of Emergency Services proclaimed on January 27, 2023.

5. Authority. During the existence of said local emergency, the powers, authority, functions and duties of the Director of Emergency Services and the City's emergency services organizations shall be those prescribed by state law, City ordinances, resolutions, and approved plans of the City in order to mitigate the effects of said local emergency. In this regard, the Council desires to make clear the powers, functions, and duties include:

a. As necessary for the public health, life, and property, entering into contracts to arrange for the procurement of materials, goods, and services needed to assist in preparing for, containing, responding to, mitigating the effects of, and recovering from the severe weather conditions. Applicable provisions of the Government Code and the Public Contract Code, including but not limited to travel, advertising, and competitive bidding requirements, as well as any City procurement or related policy, are suspended to the extent reasonably necessary to address the effects of the severe weather conditions.

b. The Emergency Services Director is expressly authorized to assist with any lawful order, including the enforcement of an order issued by Governor's Proclamation.

c. The designation and authorization of Arnoldo Rodriguez, City Manager and Emergency Services Director, or his designee, as the Local Hazard Mitigation Coordinator of the City of Madera is reaffirmed, including for the purposes of i) assessing damage within the City of Madera and consulting with federal/state survey teams about hazard mitigation actions; and ii) authorized representative for individual assistance of the City of Madera for purposes of receipt, processing, and coordination of all inquiries and requirements necessary to obtain available state and federal assistance

6. Duration. Per Government Code Section 8630, this ratification of the proclamation of local emergency shall expire in sixty (60) days unless extended by the City Council. At the direction of the Emergency Services Director, City Staff are directed to return this item for Council review of the need for continuing the local emergency prior to the expiration of the sixty (60) days period.

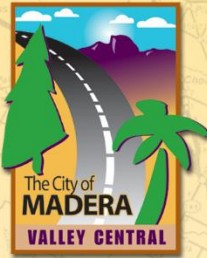
7. Notice to Agencies. In accordance to the California Disaster Assistance Act and the Stafford Act, the Emergency Services Director is authorized to send a copy of this ratification of a proclamation of local emergency be forwarded to the Director of California Governor's Office of Emergency Services requesting that the Director find it acceptable in accordance with State law; that the Governor waive regulations that may hinder response and recovery efforts; that recovery assistance be made available under the California Disaster Assistance Act; and that the State expedite access to State and Federal resources and any other appropriate federal disaster relief programs. A copy of this Resolution shall be forwarded to the Madera County Office of Emergency Services.

8. Severability. If any subsection, sentence, clause, phrase, or word of this Resolution or any application of it to any person, structure, gathering, or circumstance is held to be invalid or unconstitutional by a decision of a court of competent jurisdiction, then such decision will not affect the validity of the remaining portions or applications of this Resolution.

9. Effective Date of Resolution. This Resolution shall be effective immediately upon passage and adoption. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

10. Publication. This Resolution and its contents will be published and promulgated in as widespread a manner as is reasonably feasible under the conditions prevailing during this local emergency.

\*\*\*\*\*



## **DECLARATION PROCLAIMING THE EXISTENCE OF A LOCAL EMERGENCY JANUARY 2023 WINTER STORMS**

WHEREAS, the City of Madera has already been adversely impacted by the effects of other local emergencies such as the recent unexpected closure of Madera Community Hospital and the ongoing COVID-19 pandemic; and

WHEREAS, pursuant to the provisions of Government Code section 8558(b), on January 4, 2023, the Governor of the State of California issued a “Proclamation of a State of Emergency” (“Governor’s Proclamation”) relating to severe winter storms and a series of atmospheric river systems that struck California, bringing high winds, substantial precipitation, and river, stream and urban flooding. The Governor’s Proclamation declared that conditions of extreme peril to the safety of persons and property exist due to these storms; and

WHEREAS, on January 9, 2023, the Department of Homeland Security, Federal Emergency Management Agency (FEMA) issued an Emergency Declaration for the state of California to supplement state, tribal, and local response efforts due to emergency conditions resulting from the severe winter storms, flooding, and mudslide events, the recitals and findings of which Declaration are referenced and incorporated herein as though set forth in full; and

WHEREAS, the Director of Emergency Services does hereby find that conditions of extreme peril to the safety of persons and property have arisen within the City of Madera, caused by numerous extreme winter weather events that started on or about Sunday, January 1, 2023. The first event being a storm that entered the area on or about Sunday January 1, 2023, the second event being a storm that entered the area on or about Thursday, January 5, 2023, and the third event being a storm that entered the area on or about Monday, January 9, 2023; and

WHEREAS, these extreme winter storm events also referred to as “Atmospheric River” produced large rainfall totals and wind, leading to localized flooding and storm surges within the City’s critical infrastructure systems; and

WHEREAS, these extreme winter storm events have and may continue to cause damage to the City of Madera and other public and private facilities, including but not limited to roads, critical infrastructure, transportation corridors, and buildings, the extent of which has not been completely compiled; and

WHEREAS, strict compliance with certain Madera Municipal Code (“MMC”) and other City regulations would prevent, hinder, or delay appropriate actions to prevent and mitigate the effects of the severe winter storms, which issue cannot be timely addressed absent a declaration of emergency; and

WHEREAS, the mobilization of local resources, ability to coordinate interagency response, accelerate procurement of vital supplies, use mutual aid, and allow for future reimbursement by the state and federal governments will be critical to successfully responding to the severe winter storms; and

WHEREAS, local resources have been deployed by the City of Madera to mitigate and recover from these extreme weather events, thereby depleting strained public safety resources such as Law Enforcement, Public Works, and Engineering services; and

WHEREAS, it has now been found that local resources will be unable to cope with the catastrophic effects of this emergency; and

WHEREAS, Section 3-2.04 of the Madera Municipal Code designates the City Manager as the Director of Emergency Services for the City of Madera; and

WHEREAS, California Government Code Sections 8558 and 8630, et seq., and Section 3-2.04 (A) of the Madera Municipal Code authorizes the Director of Emergency Services to proclaim the existence of a local emergency within the City of Madera when the City Council is not in session and the City of Madera is affected or likely to be affected by the existence or threatened existence of conditions of emergency or of extreme peril to the safety of persons and property within the territorial limits of the City of Madera; and

WHEREAS, a local emergency declared by the Director of Emergency Services shall not remain in effect for a period in excess of seven days unless it has been ratified by the City Council; and

WHEREAS, after consideration of all items the Director of Emergency Services now desires to proclaim the existence of a state of emergency to make additional resources available to address the effects of the severe winter storms.

NOW, THEREFORE, the Director of Emergency Services for the City of Madera does hereby find and proclaim as follows:

1. The above recitals true and correct and incorporated herein as findings by the Director of Emergency Services.
2. The Director of Emergency Services finds that conditions of extreme peril to the safety of persons and property have arisen within the City of Madera, caused by effects of the severe winter storm events that have occurred and that are continuing.
3. The Director of Emergency Services further finds that the City Council is not currently in session.
4. The aforementioned conditions of extreme peril warrant and necessitate the proclamation of the existence of a local emergency by the City's Director of Emergency Services. Pursuant to the authority granted by City ordinance, I hereby proclaim that a local emergency now exists throughout the City as of the date of January 4, 2023, when the Governor of the State of California declared the existence of a state of emergency for the State of California, for the reasons articulated in the Governor's Proclamation of the existence of a state of emergency for the State of California on January 4, 2023, and the reasons articulated herein.
5. It is further proclaimed and ordered that during the existence of said local emergency, the powers, functions, and duties of the Emergency Services Director and the Madera Disaster Council shall be those prescribed by State Law, City ordinances, resolutions, and approved

plans of the City in order to mitigate the effects of said local emergency.

7. It is further proclaimed and ordered that in accordance with the California Disaster Assistance Act and the Stafford Act, a copy of this proclamation be forwarded to the Director of the California Governor’s Office of Emergency Services requesting that the Director find it acceptable in accordance with State law; that the Governor waive regulations that may hinder response and recovery efforts; that recovery assistance be made available under the California Disaster Assistance Act; and that the State expedite access to State and Federal resources and any other appropriate federal disaster relief programs. It is further proclaimed and ordered that a copy of this Declaration be forwarded to the Madera County Office of Emergency Services.
8. It is further proclaimed and ordered that Arnaldo Rodriguez, City Manager and Emergency Services Director, or his designee, is hereby designated as the Local Hazard Mitigation Coordinator of the City of Madera for the purpose of assessing damage within the City of Madera and consulting with federal/state survey teams about hazard mitigation actions.
9. It is further proclaimed and ordered that Arnaldo Rodriguez, City Manager and Emergency Services Director, or his designee, is hereby designated as the authorized representative for public assistance, and Arnaldo Rodriguez, City Manager and Emergency Services Director, or his designee, is hereby designated as the authorized representative for individual assistance of the City of Madera for purposes of receipt, processing, and coordination of all inquiries and requirements necessary to obtain available state and federal assistance.
10. This proclamation and its contents will be published and promulgated in as widespread a manner as is reasonable feasible under the conditions prevailing during this local emergency.
11. This proclamation of a local emergency shall take effect immediately as of the date first set forth below. Consistent with Subsection 3-2.04(A) of the MMC and California Government Code Section 8630(b) the local emergency shall not remain in effect for a period in excess of seven days unless it has been ratified by the City Council.



\_\_\_\_\_  
Arnaldo Rodriguez, City Manager  
Director of Emergency Services

1/27/23  
\_\_\_\_\_  
Date

**Attachment 2**

Governor's Proclamation of a State of Emergency  
(January 4, 2023)

**EXECUTIVE DEPARTMENT  
STATE OF CALIFORNIA**

**PROCLAMATION OF A STATE OF EMERGENCY**

**WHEREAS** beginning December 27, 2022, severe winter storms related to a series of atmospheric river systems struck California, bringing high winds, substantial precipitation, and river and urban flooding; and

**WHEREAS** it is forecasted that additional and continuing storms related to this series of atmospheric river systems threaten California, bringing heavy rainfall, expected flooding, strong winds and wind gusts, falling debris, downed trees, and widespread power outages; and

**WHEREAS** in preparation for the forecasted storms, multiple California Conservation Corps flood fight crews, fire swift water rescue, and urban search and rescue teams have been strategically prepositioned for emergency response; sandbags have been made available throughout the State; and shelters are opening for displaced individuals; and

**WHEREAS** these storms forced the closure and caused damage to highways and roads, as well as caused levee and culvert failures, and mandatory evacuations in severely impacted counties, and such impacts will likely continue to be caused by the forecasted storms; and

**WHEREAS** these storms threatened and continue to threaten critical infrastructure, movement of resources, burn scars from recent wildfires potentially causing mud and debris flows; resulted in and threaten power outages to thousands of households and businesses; and caused and continue to threaten river and urban flooding due to excessive and prolonged rainfall; and

**WHEREAS** due to the series of atmospheric river systems continuously impacting counties throughout the State, the counties have not had time to mitigate the cascading impacts of these storms; and

**WHEREAS** under the provisions of Government Code section 8558(b), I find that conditions of extreme peril to the safety of persons and property exist due to these storms; and

**WHEREAS** under the provisions of Government Code section 8558(b), I find that the conditions caused by these storms, by reason of their magnitude, are or are likely to be beyond the control of the services, personnel, equipment, and facilities of any single local government and require the combined forces of a mutual aid region or regions to appropriately respond; and

**WHEREAS** under the provisions of Government Code section 8625(c), I find that local authority is inadequate to cope with the magnitude of the damage caused by these storms; and

**WHEREAS** under the provisions of Government Code section 8571, I find that strict compliance with various statutes and regulations specified in this Proclamation would prevent, hinder, or delay the mitigation of the effects of these storms.

**NOW, THEREFORE, I, GAVIN NEWSOM**, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes, including the California Emergency Services Act, and in particular, Government Code section 8625, **HEREBY PROCLAIM A STATE OF EMERGENCY** to exist throughout California.

**IT IS HEREBY ORDERED THAT:**

1. All agencies of the state government utilize and employ state personnel, equipment, and facilities for the performance of any and all activities consistent with the direction of the Office of Emergency Services and the State Emergency Plan. Also, all residents are to obey the direction of emergency officials with regard to this emergency in order to protect their safety.
2. The Office of Emergency Services shall provide assistance to local governments, if appropriate, under the authority of the California Disaster Assistance Act, Government Code section 8680 et seq., and California Code of Regulations, Title 19, section 2900 et seq.
3. As necessary to assist local governments and for the protection of public health and the environment, state agencies shall enter into contracts to arrange for the procurement of materials, goods, and services necessary to quickly assist with the response to and recovery from the impacts of these storms. Applicable provisions of the Government Code and the Public Contract Code, including but not limited to travel, advertising, and competitive bidding requirements, are suspended to the extent necessary to address the effects of these storms.
4. Any fairgrounds the Office of Emergency Services determines suitable to assist individuals impacted by these storms shall be made available to the Office of Emergency Services pursuant to the Emergency Services Act, Government Code section 8589. The Office of Emergency Services shall notify the fairgrounds of the intended use and may immediately utilize the fairgrounds without the fairground board of directors' approval.
5. The California Department of Transportation shall formally request immediate assistance through the Federal Highway Administration's Emergency Relief Program, United States Code, Title 23, section 125, in order to obtain federal assistance for highway repairs or reconstruction.
6. The California National Guard may be mobilized under Military and Veterans Code section 146 to support disaster response and relief efforts, as directed by the Office of Emergency Services, and to coordinate with all relevant state agencies and state and local emergency responders and law enforcement within the impacted areas. Sections 147 and 188 of the Military and Veterans Code are applicable during the period of participation in this mission, exempting the California Military Department from applicable procurement rules

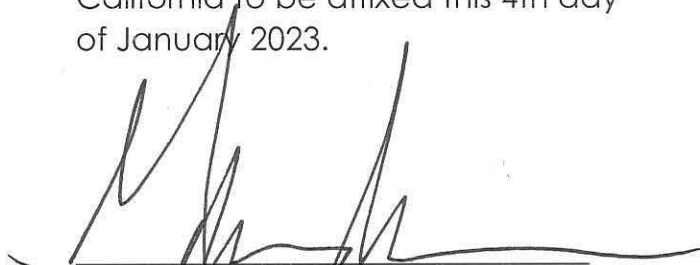
for specified emergency purchases, and those rules are hereby suspended.

7. Any state-owned properties the Office of Emergency Services determines suitable for staging of debris as a result of these storms shall be made available to the Office of Emergency Services for this purpose in accordance with Government Code section 8570.
8. Drivers may exceed the hours-of-service limits specified in California Vehicle Code section 34501.2 and California Code of Regulations, Title 13, section 1212.5 while operating a vehicle engaged in fuel transportation in support of emergency relief efforts, subject to the following conditions:
  - a. Motor carriers or drivers currently subject to an out-of-service order are eligible for the exemption once the out-of-service order expires or when they have met the conditions for its rescission.
  - b. In accordance with Section 1214, Title 13, California Code of Regulations, no motor carrier operating under the terms of this Proclamation will require or allow an ill or fatigued driver to operate a motor vehicle. A driver who notifies a motor vehicle carrier that they need immediate rest shall be given at least ten consecutive hours off-duty before being required to return to service.
  - c. Drivers shall maintain a driver's record of duty status, regardless of number of hours worked each day. These records shall be prepared, submitted, and maintained as required by Section 1213, Title 13, California Code of Regulations.
9. Consistent with Parts 390 and 395, Title 49, Code of Federal Regulations, drivers may exceed the hours-of-service limits specified while operating a vehicle engaged in fuel transportation in support of emergency relief efforts. These waivers shall be in effect for the duration of the driver's direct assistance in providing emergency relief, or thirty (30) days from the date of this Proclamation, whichever is less.
10. In order to allow out-of-state contractors and other utilities driving their own vehicles to provide mutual aid assistance for the restoration of electrical power within the counties impacted by these storms, applicable provisions of the Vehicle Code including, but not limited to, Vehicle Code section 34620 requiring a motor carrier permit [licensing] and imposition of certain fees, are suspended for motor carriers providing such assistance. Also, the requirements for motor carriers and drivers in Vehicle Code sections 1808.1 [pull-notice program that checks for driver's license violations], 27900 [display name on vehicle], 27901 [size and color of display name on vehicle], 34505.5 [requirement to have been inspected within 90 days], and 34501.12 [requirement to set up home base in California] are suspended while providing mutual aid assistance for the emergency restoration of services.

**I FURTHER DIRECT** that as soon as hereafter possible, this Proclamation be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Proclamation.

This Proclamation is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

**IN WITNESS WHEREOF** I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 4th day of January 2023.

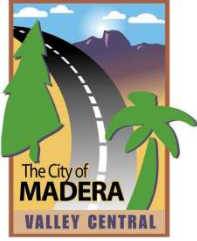


GAVIN NEWSOM  
Governor of California

**ATTEST:**

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SHIRLEY N. WEBER, Ph.D.  
Secretary of State

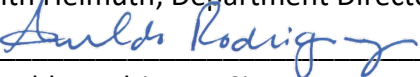


## REPORT TO CITY COUNCIL

Approved by:



Keith Helmuth, Department Director



Arnaldo Rodriguez, City Manager

Council Meeting of: March 15, 2023

Agenda Number: C-1

### SUBJECT:

Updating Prima Facie Speed Limits on Designated City Streets in Compliance with Vehicle Code Regarding Speed Surveys on City Streets

### RECOMMENDATION:

Conduct public hearing, waive full reading, and introduce Ordinance Amending Section 3-5.08 of Chapter 5 of Title 3 of the Madera Municipal Code (MMC) to Update Prima Facie Speed Limits on City Streets

### SUMMARY:

The California Vehicle Code (CVC) sets speed laws and prima facie speed limits for highways and local roads. In order to vary speed limits from those established by the CVC, a local agency must conduct an Engineering and Traffic Survey (E&TS). The CVC states that an E&TS must justify a speed limit for a particular roadway segment; otherwise, the subject segment is considered a "speed trap". The evidence of a speeding violation based on a "speed trap" is inadmissible in court. The City last conducted an E&TS in 2011 and extended the E&TS for two years in 2016 for the segments addressed by this report. The City Engineer has undertaken a new E&TS to justify speed limits on designated streets. The proposed speed limits and those that will remain unchanged are listed in the ordinance. To be enforced, the E&TS must be filed with the local Court, and new speed limit signs must be posted as necessary.

According to the Manual on Uniform Traffic Control Devices (MUTCD) (TOPD 09-04), the speed limit shall be established at the nearest 5 mph increment of the 85<sup>th</sup> percentile speed. However, the speed limit may be reduced by a 5-mph increment from the 85<sup>th</sup> percentile speed if an engineering study indicates the need for a reduction in speed is necessary to match existing conditions with the traffic safety needs of the community. If the 5-mph reduction is applied, the E&TS shall document in writing the conditions and justification for the reduced speed limit and be approved by a registered Civil or Traffic Engineer. In cases where the nearest increment would

require rounding up, MUTCD allows the speed limit to be rounded down to the nearest 5 mph increment if no further reduction is used.

## **BACKGROUND:**

Engineering Department staff conducted six speed surveys on:

- Tozer Street from Avenue 15 to A Street
- Granada Drive from Howard Road to Industrial Avenue
- Storey Road from Yosemite Avenue to City limits
- Sunset Avenue from 4th Street to Granada Drive
- Falcon Drive from Yeager Drive to Aviation Drive; and
- Aviation Drive from Condor Drive to Falcon Drive

Four surveys were performed due to expiring speed limits and the addition of two segments due to private development in the area.

The speed survey was conducted by reading the speed directly from a radar speed meter. One hundred automobiles were considered taking 50 from each direction.

The survey representative used an unmarked car and selected a straight section of the road with no traffic signal, sign, or intersection with major cross streets. It was taken during weekday off-peak hours, in good weather, and with no unusual conditions prevailing.

## **DISCUSSION:**

The speed limit must be set at the nearest five mph increment of the 85th percentile speed. However, other factors such as median and modal speed, 50%, 15% percentile, 10 mph pace, and accident history within each street segment that are speed-related should also be considered.

In addition to the availability of the above statistical data, a significant aspect of speed limit recommendations is based on a field review. Its importance is that existing conditions may warrant a lower speed than indicated by the application of survey data.

The engineering traffic survey must justify the posted speed to use radar for enforcement. Below are the results for the streets surveyed, followed by an explanation. The table reflects the new speeds for six streets which will be amended in the proposed ordinance. All other speed limits in the current ordinance will remain the same.

**Table 1: Summary of Engineering and Traffic Survey**

Item No. <sup>1</sup>	Location	Current Speed	2021-22 E&TS 85 <sup>th</sup> Percentile Speeds	Nearest 5 MPH (adjusted speed) <sup>2</sup>	Date Valid until	Length of Segment in Miles
23	Granada Dr (Howard Rd to Industrial Ave)	40	45	45(40)	2/8/30	0.5
44	Storey Rd (Yosemite Ave to City Limits)	45	49	45 <sup>3</sup>	2/8/30	0.5
46	Sunset Ave (4 <sup>th</sup> St to Granada Dr)	35	40	40(35)	2/9/30	1.4
48	Tozer Street (Avenue 15 to A Street)	45	47	45 (35)	6/3/29	0.75
56	Falcon Dr (Yeager to Aviation Dr)	N/A	43	45(35)	7/5/29	0.35
57	Aviation Dr (Condor to Falcon Dr)	N/A	46	45(35)	7/5/29	0.5

1. Matches Item No. of table in Section 3-5.08 of Chapter 5 of Title 3 of the Madera Municipal Code
2. Initial value is the nearest rounded speed from the 85<sup>th</sup> percentile speed. Second value in parenthesis is recommended adjusted speed in compliance with CVC sections 627 and 22358.5 and MUTCD Section 2B.13.
3. Rounded down when 85th percentile speed would require rounding up per MUTCD Section 2B.13 Paragraph 12a Option 2 and in compliance with CVC sections 627 and 22358.5

**Justifications:**

The following section provides conditions and justification for reducing speed limits as required by MUTCD.

**#23 Granada Drive from Howard Road to Industrial Avenue:**

The speed limit was reduced by 5 mph to 40 mph as permissible by the MUTCD 2014 Revision 6 Section 2B.13 paragraph 12a and in compliance with CVC Section 627 and 22358.2. CVC Section 627 defines an E&TS that is required to consider prevailing speeds, accident records, and conditions not readily apparent to the driver and optionally consider residential density and pedestrian and bicycle safety. E&TS determined the 85th percentile speed to be 45 mph. The speed reduction was due to the following condition(s):

- The segment is in a residential area.
- Pedestrians cross Granada Drive in higher than typical numbers in this section to access the Town & Country Park

#### **#44 Storey Road from Yosemite Avenue to City Limits:**

E&TS determined the 85<sup>th</sup> percentile speed to be 49 mph. The speed limit was rounded down to 45 mph as permissible by the MUTCD Section 2B.13 Paragraph 12a Option 2 and in compliance with CVC Sections 627 and 22358.5.

#### **#46 Sunset Avenue from 4<sup>th</sup> Street to Granada Drive:**

E&TS determined the 85<sup>th</sup> percentile speed to be 40 mph. The speed limit was reduced by 5 mph to 35 mph as permissible by the MUTCD 2014 Revision 6 Section 2B.13 paragraph 12a and in compliance with CVC Section 627 and 22358.2. CVC Section 627 defines an E&TS that is required to consider prevailing speeds, accident records, and conditions not readily apparent to the driver and optionally consider residential density and pedestrian and bicycle safety. The speed reduction was due to the following condition(s):

- The segment is in a residential area.
- The segment is a major school route for two elementary schools.

#### **#48 Tozer Street from Avenue 15 to A Street:**

CVC Section 627 defines an E&TS that is required to consider prevailing speeds, accident records, and conditions not readily apparent to the driver and optionally consider residential density and pedestrian and bicycle safety. E&TS determined the 85<sup>th</sup> percentile speed to be 47 mph. The speed limit was rounded to 45 mph per CVC and reduced by 10 to 35 mph per engineering judgment. The speed reduction was due to the following condition(s):

- The edge of the traveled way is, in many places, less than 10 feet from the driveways on adjacent properties, causing low visibility for residents attempting to exit their homes.
- Ongoing residential land development in the adjacent vacant lands generates more vehicular and pedestrian traffic than in previous conditions.
- Street is a route to an elementary school and technical school.
- Half-mile street segment north of Sunrise would be classified as residential if not for the width of the roadway due to the high number of adjacent residential properties.

#### **#56 Falcon Drive from Yeager Drive to Aviation Drive:**

CVC Section 627 defines an E&TS that is required to consider prevailing speeds, accident records, and conditions not readily apparent to the driver and optionally consider residential density and pedestrian and bicycle safety. E&TS determined the 85<sup>th</sup> percentile speed to be 47 mph. The speed limit is rounded to 45 mph per CVC and reduced by 10 to 35 mph per engineering judgment. The speed reduction was due to the following condition(s):

- Segment is located in a commercial area that commonly sees high-profile trucks parallel parked, restricting driveway sight distance.
- Segment approaches a curve with a design speed of 35 mph.

### **#57 Aviation Drive from Condor Drive to Falcon Drive:**

CVC Section 627 defines an E&TS that is required to consider prevailing speeds, accident records, and conditions not readily apparent to the driver and optionally consider residential density and pedestrian and bicycle safety. E&TS determined the 85th percentile speed to be 47 mph. The speed limit was rounded to 45 mph per CVC and reduced by 10 to 35 mph per engineering judgment. The speed reduction was due to the following condition(s):

- Segment approaches a curve with a design speed of 35 mph.
- Segment is of minimal length (1,350 feet) terminating to the west into the curve noted in the previous bullet and to the east with a curve that cannot support more than 15 mph.

### **FISCAL IMPACT:**

The related costs are staff time and Public Works to replace speed limit signs.

### **ALTERNATIVES:**

Failure to adopt the proposed ordinance inhibits the Police Department from issuing citations, or Council may direct staff to draft further revisions to the Speed Survey Report.

### **ATTACHMENTS:**

1. Ordinance
2. Speed Survey Data

**Attachment 1**

Ordinance

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA  
AMENDING SECTION 3-5.08 OF CHAPTER 5 OF TITLE III OF THE MADERA  
MUNICIPAL CODE RELATING TO INCREASING STATE SPEED LIMIT IN  
CERTAIN ZONES**

**WHEREAS**, California Vehicle Code Section 22352 establishes prima facie speed limits for streets; and

**WHEREAS**, California Vehicle Code Section 22357 provides that whenever a local authority determines upon the basis of an engineering and traffic survey that a speed greater than 25 miles per hour would facilitate the orderly movement of vehicular traffic and would be reasonable and safe upon any street other than a state highway otherwise subject to prima facie limit of 25 miles per hour, the local authority may by ordinance determine and declare a speed limit of 30, 35, 40, 45, 50, 55, or 60 miles per hour or a maximum speed limit of 65 miles per hour, whichever is found most appropriate to facilitate the orderly movement of traffic and is reasonable and safe; and

**WHEREAS**, according to California Vehicle Code (CVC) Section 40802, a “speed trap” is defined as a section of highway or street with a prima facie speed limit that is not justified by an engineering and traffic survey conducted within the time periods specified and the enforcement of the speed limit involves the use of radar or any other electronic device that measures the speed of moving objects; and

**WHEREAS**, the evidence of a speeding violation based on the maintenance or use of a speed trap is inadmissible in court per CVC Section 40803; and

**WHEREAS**, in order to establish speed limits and ensure a speed trap is not created, engineering and traffic surveys must be conducted in accordance with CVC Section 627 and the California Manual on Uniform Traffic Control Devices (MUTCD); and

**WHEREAS**, the City prepared an engineering and traffic survey (E&TS) for designated City streets from 6/3/22 through 2/9/23 and the proposed speed limit for each street as established by the 2023 E&TS; and

**WHEREAS**, CVC Section 40802(c) allows for engineering and traffic surveys to be valid for a period of seven years if the conditions specified in Section 40802(c), pertaining to officer training and equipment standards, are met; and

**WHEREAS**, the City has reviewed CVC Section 40802(c) and determined that the Madera Police Officers using radar/lidar equipment for determination of speed have been properly trained and the radar/lidar equipment used meets the required standards and is properly maintained and calibrated.

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

**SECTION 1.** Subsection (B) of Sec. 3-5.08 of Chapter 5 of Title 3 of the Madera Municipal Code is hereby amended to read as follows:

(B) *Section 16.* It is determined upon the basis of an engineering and traffic survey that the speed permitted by state law upon the following streets is less than is necessary for the safe operation of vehicles thereon by reason of the designation and sign-posting of such streets as through highways and/or by reason of widely-spaced intersections and it is declared that the prima facie limit shall be as set forth in this section on those streets, or parts of streets, designated in this section when signs are erected giving notice thereof:

Item No.	Location	Declared Prima Facie Speed Limit (MPH)
1	Adell Street from Country Club Dr. to "D" Street	40
2	Almond Ave. from Pine Street to Granada Drive	45
3	Almond Ave. from Golden State Hwy to Madera Ave.	40
4	Almond Ave. from Madera Ave. to Stadium Road	40
5	Cleveland Ave. from Gateway Drive to Tulare St.	40
6	Cleveland Ave. from Granada Drive to Schnoor Ave.	40
7	Cleveland Ave. from Granada Dr. to W. City Limits	45
8	Cleveland Ave. from Schnoor Ave. to Freeway 99	40
9	Cleveland Ave. from Tulare Street to Tozer Road	40
10	Clinton Ave. from Lilly St. to Tozer Road	35
11	Country Club Drive from Cleveland Ave. to Clark	40
12	D Street from Central Ave. to Yosemite Ave.	35
13	D Street from Cleveland Ave. to Adell Street	40
14	D Street from Ninth Street to Olive Avenue	35
15	Ellis Street from Lake Street to Chapin Ave.	40
16	Fourth Street from I Street to Pine Street	35
17	Fourth Street from D Street to Lake Street	35
18	Gateway Drive from Cleveland Ave. to Avenue 16	50
19	Gateway Drive from Fresno River to Cleveland Ave.	40
20	Gateway Drive from Ninth Ave. to Olive Ave.	35
21	Granada Drive from Cleveland Ave. to Fresno River	45
22	Granada Drive from Howard Road to Sunset Ave.	35
23	Granada Drive from Howard Road to Industrial Ave.	40
24	Granada Drive from Industrial Ave. to South City Limits	45
25	Granada Drive from Sunset Ave. to Riverview Drive	35
26	Howard Road from Autumn Road to Pine St.	35
27	I Street from 4 <sup>th</sup> Street to Olive Ave.	35
28	I Street from 4 <sup>th</sup> Street to Central Avenue	35

29	Industrial Ave. from Granada Dr. to Schnoor Ave.	40
30	Kennedy Street from Lake Street to Tulare Ave.	35
31	Kennedy Street from Tulare Street to City Limits	40
32	Knox Street from Olive Avenue to Tozer Street	40
33	Lake Street from Cleveland Ave. to Ellis Street	40
34	Lake Street from Clinton Ave. to Sunrise Ave.	35
35	Pecan Ave. from Raymond Thomas to Golden State Blvd.	40
36	Pecan Ave. from Madera Ave. to Pine Street	45
37	Pecan Ave. from Schnoor Ave. to Pine Street	45
38	Pine Street from Howard Road to Pecan Street	45
39	Pine Street from Howard Road to Sunset Avenue	30
40	Schnoor Ave. from Dutra Way to Cleveland Ave.	35
41	Schnoor Ave. from Kennedy Street to Cleveland Ave.	40
42	Sherwood Way from Country Club Drive to Sonora Street	40
43	Sherwood Way from Sonora Street to Lake Street	35
44	Storey Road from Yosemite Ave. to City Limits	45
45	Sunrise Ave. from B Street to Lilly Street	40
46	Sunset Ave. from Fourth Street to Granada Drive	35
47	Sunset Ave. from Granada Drive to City Limits	45
48	Tozer Street from Avenue 15 to A Street	35
49	Tozer Street from Yosemite Ave. to Avenue 15	40
50	Tozer Street from Olive Ave. to Knox Street	45
51	Vineyard Ave. from Clinton Ave. to Yosemite Ave.	30
52	Westberry Blvd from Howard Road to Sunset Avenue	45
53	Westberry Blvd from Sunset Avenue to Riverview Drive	40
54	Yosemite Ave. from Gateway Drive to Olive Ave.	35
55	Pecan Avenue from Road 28 to Road 29	45
56	Falcon Drive from Yeager Drive to Aviation Drive	35
57	Aviation Drive from Condor Drive to Falcon Drive	35

**SECTION 2.** If any section, subsection, clause or phase of this Ordinance is for any reason held to be unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance and any section, subsection, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsection, sentence, clause or phrase be declared unconstitutional or otherwise invalid.

**SECTION 3.** This Ordinance shall be effective and of full force and effect at 12:01 a.m. on the thirty-first day after its passage or when appropriate signs giving notice thereof are erected upon street and shall not thereafter be revised except upon the basis of an engineering and traffic survey, whichever occurs later.

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

**Attachment 2**

Speed Survey Data

## #23 Granada Drive from Howard Road to Industrial Avenue

### CITY OF MADERA SPEED SURVEY SHEET

Jurisdiction: CITY OF MADERA Date: 2/8/2023

Location: Granada from Howard to Industrial Weather: Sunny & Dry

Recorder: Jonathan Gramajo Begin Time: 1:35 PM End Time: 2:21 PM

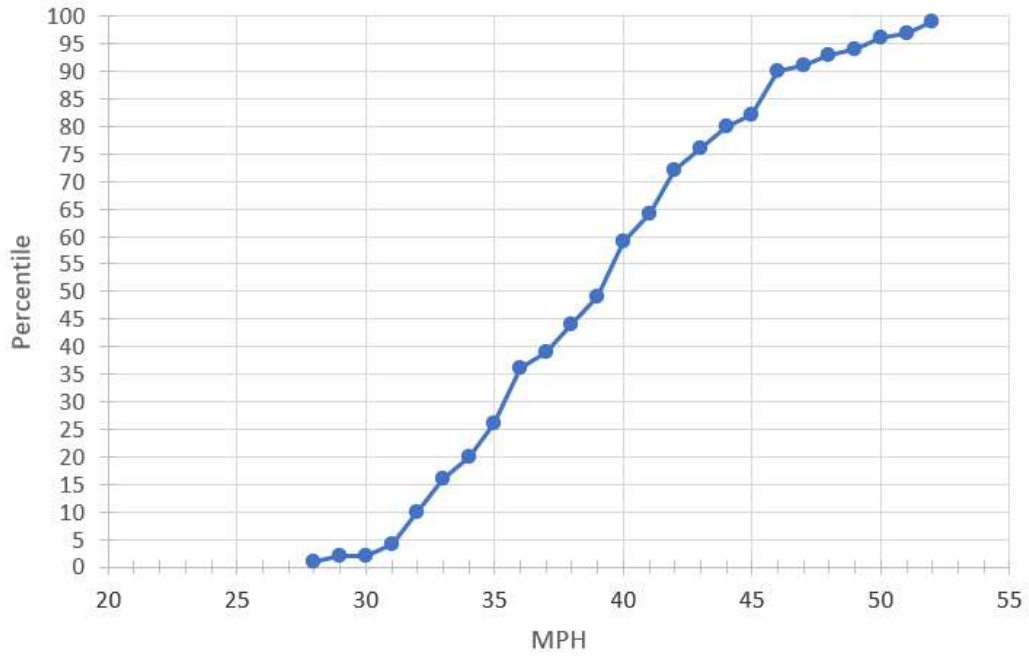
MPH	NUMBER OF VEHICLES						TOTAL	CUMULATIVE PERCENTAGE
	5	10	15	20	25	30		
65	X						1	100
64							0	99
63							0	99
62							0	99
61							0	99
60							0	99
59							0	99
58							0	99
57							0	99
56							0	99
55							0	99
54							0	99
53							0	99
52	X	X					2	99
51	X						1	97
50	X	X					2	96
49	X						1	94
48	X	X					2	93
47	X						1	91
46	X	X	X	X	X	X	8	90
45	X	X					2	82
44	X	X	X	X			4	80
43	X	X	X	X			4	76
42	X	X	X	X	X	X	8	72
41	X	X	X	X			5	64
40	X	X	X	X	X	X	10	59
39	X	X	X	X			5	49
38	X	X	X	X			5	44
37	X	X	X				3	39
36	X	X	X	X	X	X	10	36
35	X	X	X	X	X		6	26
34	X	X	X	X			4	20
33	X	X	X	X	X		6	16
32	X	X	X	X	X		6	10
31	X	X					2	4
30							0	2
29	X						1	2
28	X						1	1
27							0	0
26							0	0
25							0	0
24							0	0
23							0	0
22							0	0
21							0	0
20							0	0
19							0	0
18							0	0
17							0	0
16							0	0
TOTAL NUMBER OF VEHICLES = <u>100</u>							100%	

Other Considerations: 85th Percentile at: 85 85th Percentile: 45

Accident History: \_\_\_\_\_

Unusal History: \_\_\_\_\_

Signed: Jonathan Gramajo Date: 2/8/2023 Title: Assistant Engineer



## #44 Storey Road from Yosemite Avenue to City Limits

### CITY OF MADERA SPEED SURVEY SHEET

Jurisdiction: CITY OF MADERA Date: 2/8/2023  
 Location: Storey from Yosemite to City Limits Weather: Sunny & Dry  
 Recorder: Jonathan Gramajo Begin Time: 2:30 PM End Time: 3:35 PM

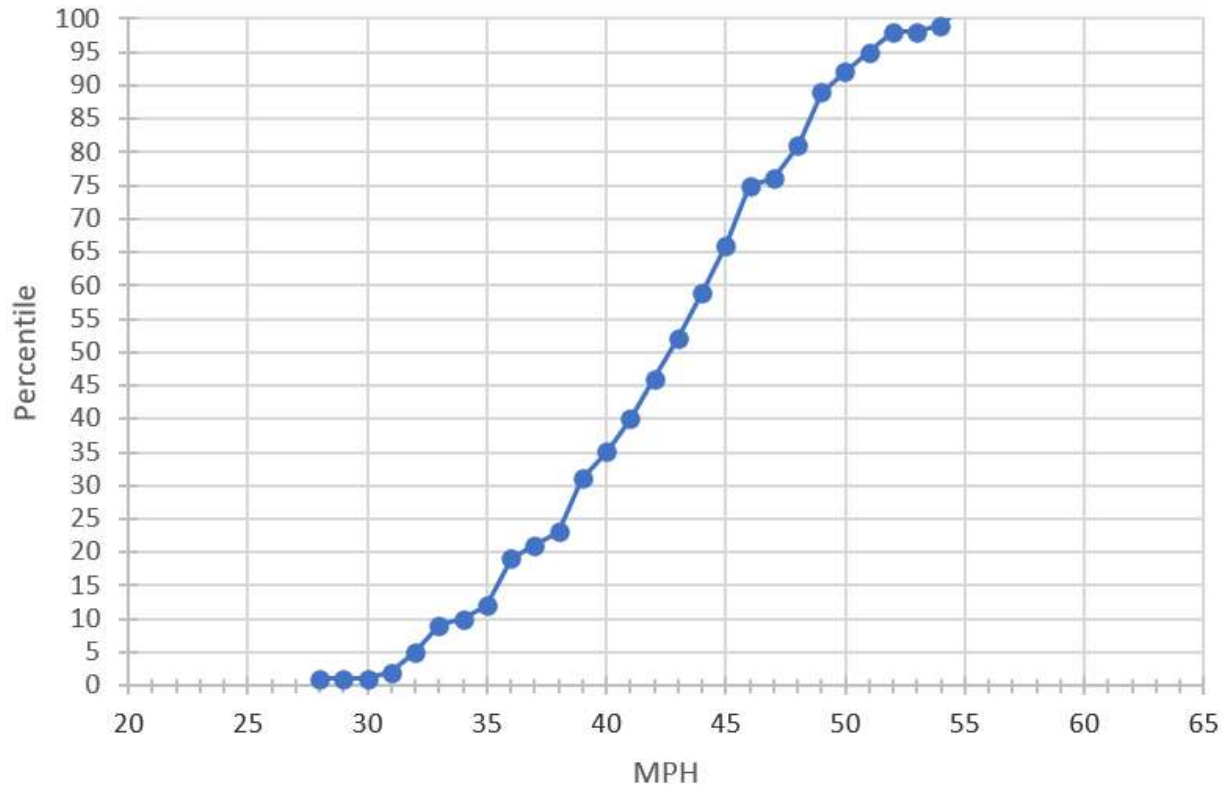
MPH	NUMBER OF VEHICLES						TOTAL	CUMULATIVE PERCENTAGE
	5	10	15	20	25	30		
65							0	105
64							0	105
63							0	105
62							0	105
61	X						1	105
60	X						1	104
59							0	103
58							0	103
57							0	103
56	X						1	103
55	X	X	X				3	102
54	X						1	99
53							0	98
52	X	X	X				3	98
51	X	X	X				3	95
50	X	X	X				3	92
49	X	X	X	X	X	X	8	89
48	X	X	X	X			5	81
47	X						1	76
46	X	X	X	X	X	X	9	75
45	X	X	X	X	X		7	66
44	X	X	X	X	X		7	59
43	X	X	X	X			6	52
42	X	X	X	X	X		6	46
41	X	X	X	X			5	40
40	X	X	X	X			4	35
39	X	X	X	X	X	X	8	31
38	X	X					2	23
37	X	X					2	21
36	X	X	X	X	X	X	7	19
35	X	X					2	12
34	X						1	10
33	X	X	X				4	9
32	X	X	X				3	5
31	X						1	2
30							0	1
29							0	1
28	X						1	1
27							0	0
26							0	0
25							0	0
24							0	0
23							0	0
22							0	0
21							0	0
20							0	0
19							0	0
18							0	0
17							0	0
16							0	0
TOTAL NUMBER OF VEHICLES = <u>105</u>							105%	

Other Considerations: 85th Percentile at: 89.3 85th Percentile: 49

Accident History: \_\_\_\_\_

Unusal History: \_\_\_\_\_

Signed: Jonathan Gramajo Date: 2/8/2023 Title: Assistant Engineer



## #46 Sunset Avenue from 4<sup>th</sup> Street to Granada Drive

### CITY OF MADERA SPEED SURVEY SHEET

Jurisdiction: CITY OF MADERA Date: 2/9/2023  
 Location: Sunset from Fourth to Granada Weather: Sunny & Dry  
 Recorder: Jonathan Gramajo Begin Time: 2:22 PM End Time: 3:10 PM

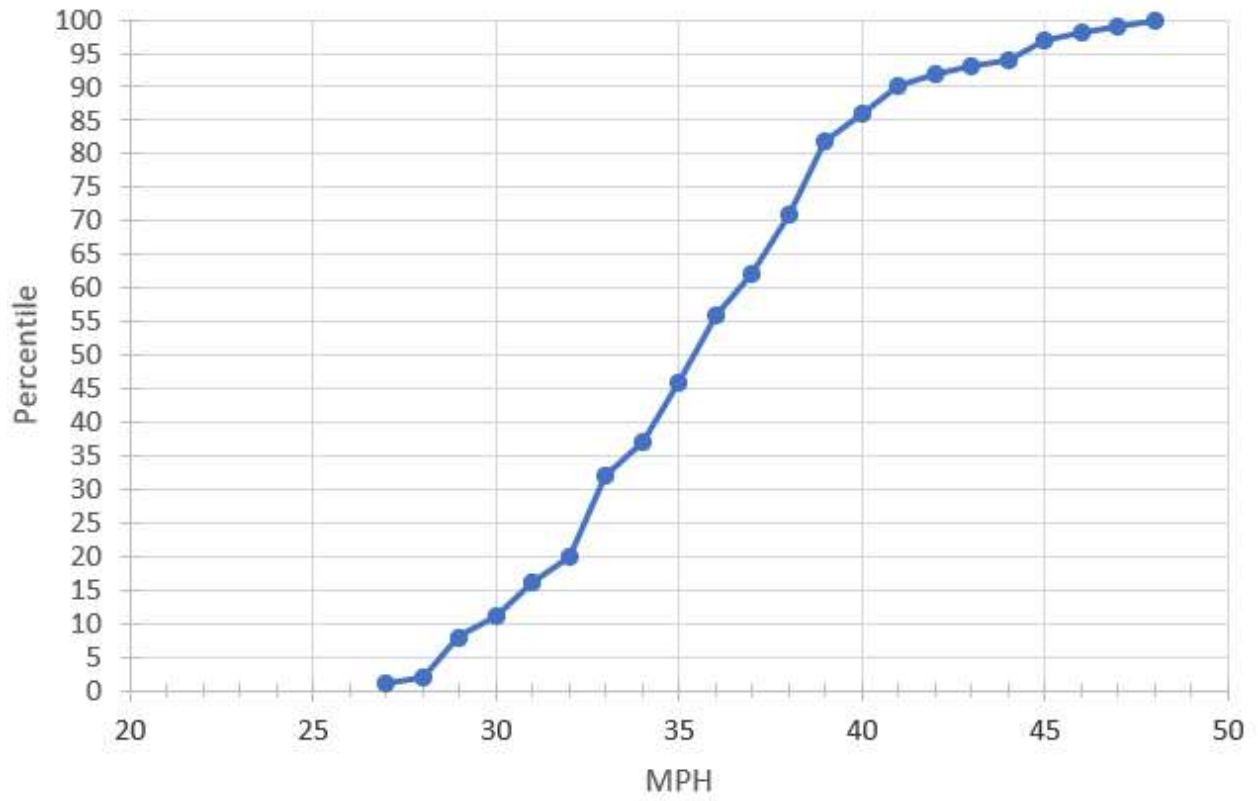
MPH	NUMBER OF VEHICLES						TOTAL	CUMULATIVE PERCENTAGE
	5	10	15	20	25	30		
65							0	100
64							0	100
63							0	100
62							0	100
61							0	100
60							0	100
59							0	100
58							0	100
57							0	100
56							0	100
55							0	100
54							0	100
53							0	100
52							0	100
51							0	100
50							0	100
49							0	100
48	X						1	100
47	X						1	99
46	X						1	98
45	X	X					3	97
44	X						1	94
43	X						1	93
42	X	X					2	92
41	X	X	X				4	90
40	X	X	X	X			4	86
39	X	X	X	X	X		11	82
38	X	X	X	X	X		9	71
37	X	X	X	X	X		6	62
36	X	X	X	X	X		10	56
35	X	X	X	X	X		9	46
34	X	X	X	X	X		5	37
33	X	X	X	X	X	X	12	32
32	X	X	X	X			4	20
31	X	X	X	X			5	16
30	X	X	X				3	11
29	X	X	X	X	X		6	8
28	X						1	2
27	X						1	1
26							0	0
25							0	0
24							0	0
23							0	0
22							0	0
21							0	0
20							0	0
19							0	0
18							0	0
17							0	0
16							0	0
TOTAL NUMBER OF VEHICLES =							100	100%

Other Considerations: 85th Percentile at: 85 85th Percentile: 40

Accident History: \_\_\_\_\_

Unusal History: \_\_\_\_\_

Signed: Jonathan Gramajo Date: 2/9/2023 Title: Assistant Engineer



## #48 Tozer Street from Avenue 15 to A Street

### CITY OF MADERA SPEED SURVEY SHEET

Jurisdiction: CITY OF MADERA Date: 6/3/2022  
 Location: Tozer from Ave 15 to Sunrise Weather: Sunny & Dry  
 Recorder: Jonathan Gramajo Begin Time: 9:55 AM End Time: 10:27 AM

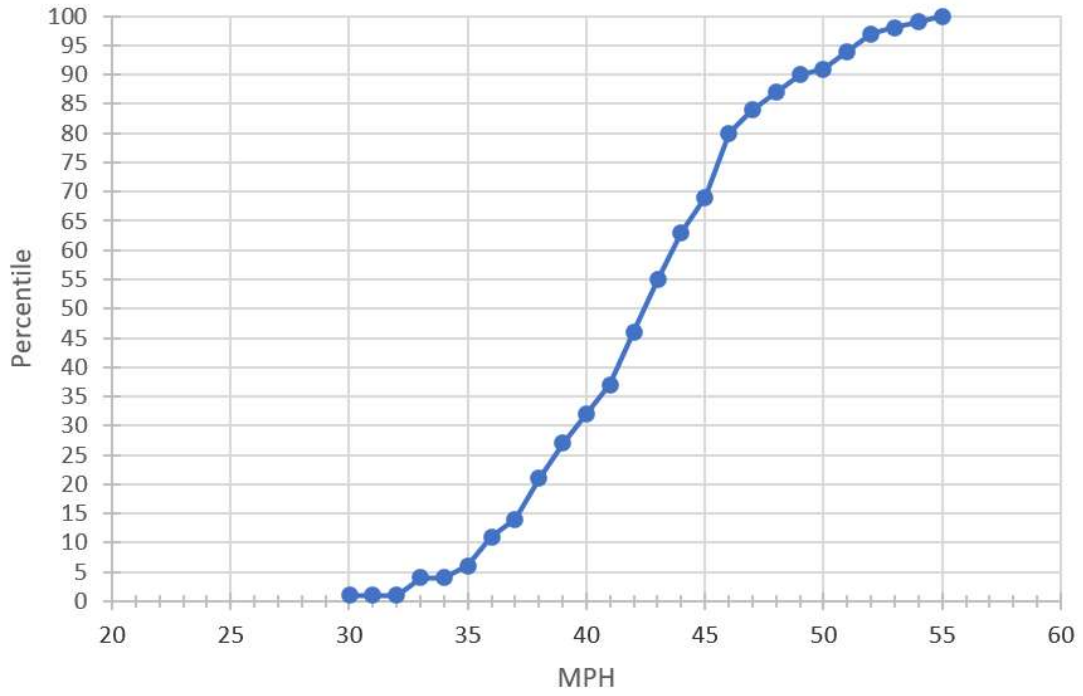
MPH	NUMBER OF VEHICLES						TOTAL	CUMULATIVE PERCENTAGE
	5	10	15	20	25	30		
65							0	100
64							0	100
63							0	100
62							0	100
61							0	100
60							0	100
59							0	100
58							0	100
57							0	100
56							0	100
55	X						1	100
54	X						1	99
53	X						1	98
52	X	X	X				3	97
51	X	X	X				3	94
50	X						1	91
49	X	X	X				3	90
48	X	X	X				3	87
47	X	X	X	X			4	84
46	X	X	X	X	X	X	11	80
45	X	X	X	X	X		6	69
44	X	X	X	X	X	X	8	63
43	X	X	X	X	X	X	9	55
42	X	X	X	X	X	X	9	46
41	X	X	X	X			5	37
40	X	X	X	X			5	32
39	X	X	X	X			6	27
38	X	X	X	X	X		7	21
37	X	X	X				3	14
36	X	X	X	X			5	11
35	X	X					2	6
34							0	4
33	X	X	X				3	4
32							0	1
31							0	1
30	X						1	1
29							0	0
28							0	0
27							0	0
26							0	0
25							0	0
24							0	0
23							0	0
22							0	0
21							0	0
20							0	0
19							0	0
18							0	0
17							0	0
16							0	0
TOTAL NUMBER OF VEHICLES = <u>100</u>							100%	

Other Considerations: 85th Percentile at: 85 85th Percentile: 47

Accident History: \_\_\_\_\_

Unusal History: \_\_\_\_\_

Signed: Jonathan Gramajo Date: 6/3/2022 Title: Assistant Engineer



**#56 Falcon Drive from Yeager Drive to Aviation Drive**

**CITY OF MADERA SPEED SURVEY SHEET**

Jurisdiction: CITY OF MADERA Date: 7/5/2022  
 Location: Falcon Dr from Yeager Dr to Aviation Dr Weather: Sunny & Dry  
 Recorder: Jonathan Gramajo Begin Time: 9:17 AM End Time: 10:55 AM

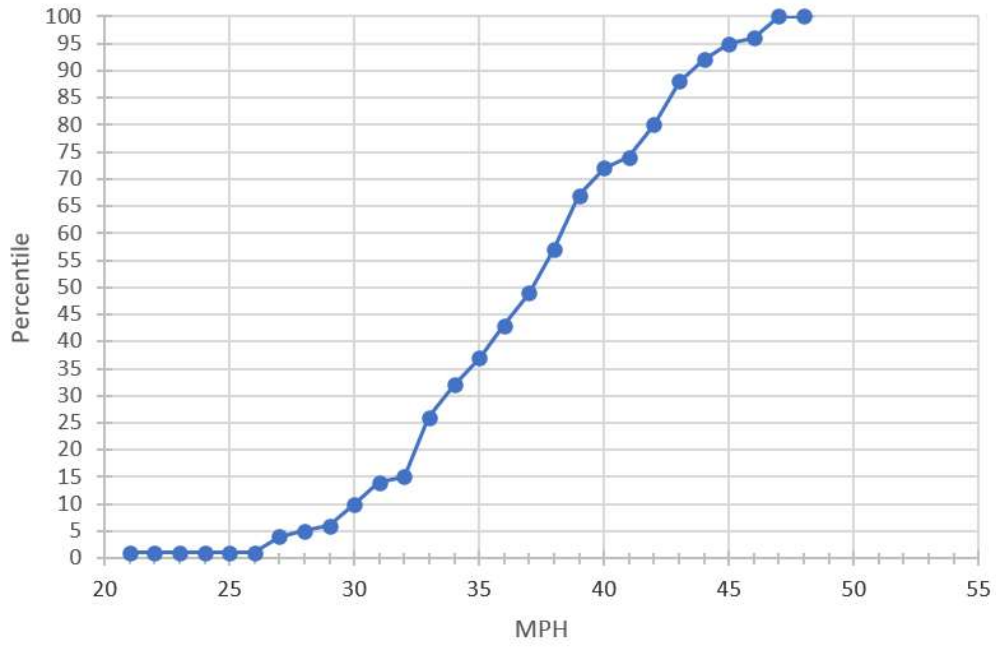
MPH	NUMBER OF VEHICLES						TOTAL	CUMULATIVE PERCENTAGE
	5	10	15	20	25	30		
65							0	101
64							0	101
63							0	101
62							0	101
61							0	101
60							0	101
59							0	101
58							0	101
57							0	101
56							0	101
55							0	101
54							0	101
53							0	101
52							0	101
51							0	101
50							0	101
49	x						1	101
48							0	100
47	x	x	x	x			4	100
46	x						1	96
45	x	x	x				3	95
44	x	x	x	x			4	92
43	x	x	x	x	x	x	8	88
42	x	x	x	x	x		6	80
41	x	x					2	74
40	x	x	x	x			5	72
39	x	x	x	x	x	x	10	67
38	x	x	x	x	x	x	8	57
37	x	x	x	x	x		6	49
36	x	x	x	x	x		6	43
35	x	x	x	x			5	37
34	x	x	x	x	x		6	32
33	x	x	x	x	x	x	11	26
32	x						1	15
31	x	x	x				4	14
30	x	x	x				4	10
29	x						1	6
28	x						1	5
27	x	x	x				3	4
26							0	1
25							0	1
24							0	1
23							0	1
22							0	1
21	x						1	1
20							0	0
19							0	0
18							0	0
17							0	0
16							0	0
TOTAL NUMBER OF VEHICLES = <u>101</u>							101%	

Other Considerations: 85th Percentile at: 85.9 85th Percentile: 43

Accident History: \_\_\_\_\_

Unusal History: \_\_\_\_\_

Signed: Jonathan Gramajo Date: 7/5/2022 Title: Assistant Engineer



## #57 Aviation Drive from Condor Drive to Falcon Drive

### CITY OF MADERA SPEED SURVEY SHEET

Jurisdiction: CITY OF MADERA Date: 7/1/2022  
 Location: Aviation Dr from Condor Dr to Falcon Dr Weather: Sunny & Dry  
 Recorder: Jonathan Gramajo Begin Time: 3:01 PM End Time: 4:04 PM

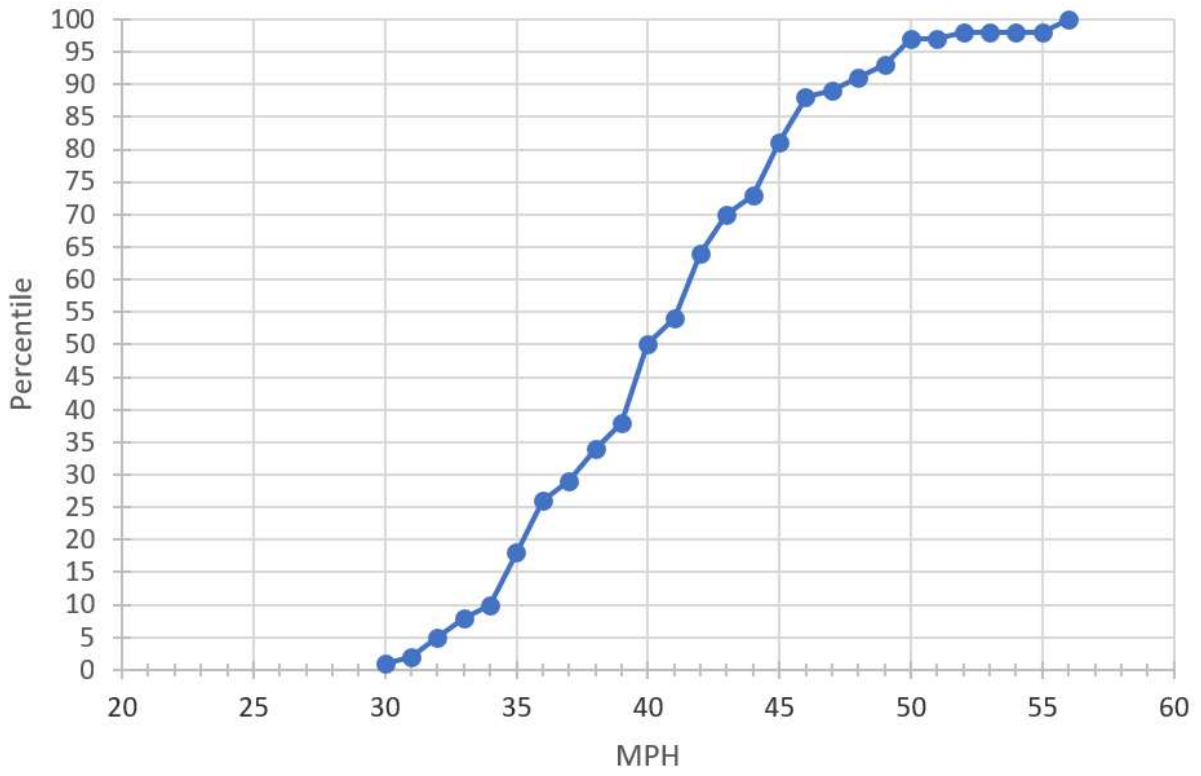
MPH	NUMBER OF VEHICLES						TOTAL	CUMULATIVE PERCENTAGE
	5	10	15	20	25	30		
65							0	100
64							0	100
63							0	100
62							0	100
61							0	100
60							0	100
59							0	100
58							0	100
57							0	100
56	X	X					2	100
55							0	98
54							0	98
53							0	98
52	X						1	98
51							0	97
50	X	X	X	X			4	97
49	X	X					2	93
48	X	X					2	91
47	X						1	89
46	X	X	X	X	X	X	7	88
45	X	X	X	X	X	X	8	81
44	X	X	X				3	73
43	X	X	X	X	X		6	70
42	X	X	X	X	X	X	10	64
41	X	X	X				4	54
40	X	X	X	X	X	X	12	50
39	X	X	X				4	38
38	X	X	X	X			5	34
37	X	X	X				3	29
36	X	X	X	X	X	X	8	25
35	X	X	X	X	X	X	8	18
34	X	X					2	10
33	X	X	X				3	8
32	X	X	X				3	5
31	X						1	2
30	X						1	1
29							0	0
28							0	0
27							0	0
26							0	0
25							0	0
24							0	0
23							0	0
22							0	0
21							0	0
20							0	0
19							0	0
18							0	0
17							0	0
16							0	0
TOTAL NUMBER OF VEHICLES =							100	100%

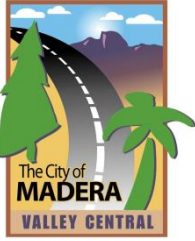
Other Considerations: 85th Percentile at: 85 85th Percentile: 46

Accident History: \_\_\_\_\_

Unusal History: \_\_\_\_\_

Signed: Jonathan Gramajo Date: 7/1/2022 Title: Assistant Engineer





# REPORT TO CITY COUNCIL

**Approved by:**

*Jamie Hickman*  
\_\_\_\_\_  
Jamie Hickman, Interim Public Works Director  
*Arnoldo Rodriguez*  
\_\_\_\_\_  
Arnoldo Rodriguez, City Manager

**Council Meeting of:** March 15, 2023

**Agenda Number:**     D-1    

**SUBJECT:**

Rejection of bids received for the Invitation for Bids (IFB) 202122-06 (Sidewalk Repairs)

**RECOMMENDATION:**

Approve a resolution rejecting the single bid received for IFB 202122-06 and authorizing the City to perform the project with City staff

**SUMMARY:**

On April 29, 2022, the City had a bid opening for IFB 202122-06, sidewalk repairs in various locations. The City received one bid that far exceeded the available funding amount. Thus, staff is recommending that the Council reject all bids and have the project completed by City staff.

**DISCUSSION:**

On July 21, 2021, the Council awarded the Public Works Department a \$500,000 grant as part of the Community Development Block Grant (CDBG) program. The City applied for a grant to repair sidewalks in low-income neighborhoods. It was estimated that approximately 18,569 square feet of sidewalk and 1,364 linear feet of curb and gutter could be repaired.

On March 30, 2022, staff advertised IFB 202122-06 soliciting bids for sidewalk repair per the California Public Contract Code (PCC) and the City’s purchasing policy. On April 29, 2022, staff received one bid that far exceeded the engineer’s estimate and budgeted amount of \$480,000.

<b>Table 1: Overview of Bid and Estimate</b>	
<b>Bidder</b>	<b>Amount of Bid</b>
Estimate	\$480,000
FBD Vanguard Construction, Inc.	\$1,927,558

Under PCC 22038, the City is allowed to reject all bids, with the requirement that the City furnishes a written notice to the apparent low bidder at least two days before Council action. Purchasing issued such notice to FBD Vanguard Construction on March 10, 2023.

Under PCC 22038, the City has the following options:

1. Abandoning the project or re-advertising for bids.
2. By passage of a resolution by a four-fifths vote of its governing body declaring that the project can be performed more economically by the employees of the public agency may have the project done by force account without further complying with this article.

It is noted that the City's bid documents also state that the City reserves the right to reject or accept any or all bids for any reason.

Due to budget constraints, staff requests authorization to reject all bids received and perform the project using City staff, providing a better value to the City. Upon rejection of the bid, subject to the weather, staff will commence immediately. Staff expects to repair the identified work as initially envisioned, barring any unforeseen major setbacks.

It is noted that this grant will not allow for new or missing sidewalks, rather it is for the repair of buckled and cracked sidewalks and the needs of the City far exceed the amount of available funding. Regardless, staff will attempt to repair as much sidewalk as feasible.

#### **FINANCIAL IMPACT:**

Attached is a comparison of what the City's Engineer estimates should be, the cost per category, and what the sole bidder would charge the city. If City staff works on the project, overhead costs such as mobilization, bonds, insurance, and permits are not an issue, as well as traffic control, signage, and detours, as the City is not required to meet these requirements or the city is already in possession of the items. Other categories, such as clearing and grubbing, demolition, removal and disposal, show significant discrepancies.

#### **ALTERNATIVES:**

As an alternative, Council may:

1. Deny the request to reject the bid received and award to FBD Vanguard Construction.
2. Reject the bid received and re-advertise the project.

#### **ATTACHMENTS:**

1. Resolution to reject all bids and direct city staff to complete the project
2. Notice of Bid Rejection
3. Bid analysis

## **Attachment 1**

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,  
CALIFORNIA REJECTING ALL BIDS FOR CITY OF MADERA IFB 202122-06  
SIDEWALK REPAIR VARIOUS LOCATIONS, CDBG**

**WHEREAS**, the City of Madera (“City”) was awarded funds from the from the Community Block Development Grant to improve the City’s sidewalks; and

**WHEREAS**, bid documents entitled City of Madera IFB 202122-06 Sidewalk Repair Various Locations , CDBG, were prepared and advertised as required by the California Public Contracts Code; and

**WHEREAS**, the only bid received was for \$1,927,548 which was greater than the authorized to not exceed amount of \$500,000 for the City Council to award a construction contract Per City Council resolution; and

**WHEREAS**, under the California Public Contracts Code and Municipal Code, the Council may in lieu of awarding reject all bids and abandon the project, readvertise the project, or have the project performed by City staff; and

**WHEREAS**, Public Works staff is recommending that the City Council reject all bids for the entitled City of Madera IFB 202122-06 Sidewalk Repair Various Locations, CDBG and have the project performed by City staff to not surpass the limit of \$500,000.

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

1. The above recitals are true and correct.
2. The City Council of the City of Madera rejects all bids received for the City of Madera IFB 202122-06 Sidewalk Repair Various Locations , CDBG .
3. The City Council directs the staff of the City of Madera’s Department of Public works to complete the project and to not exceed the amount of \$500,000.
4. This resolution is effective immediately upon adoption.

\* \* \* \*

## **Attachment 2**



March 10,2023

**FBD VANGUARD CONSTRUCTION  
550 GREENVILLE ROAD  
LIVERMORE, CA 94550**

**SUBJECT: Rejection of Bids, IFB 202122-06 Sidewalk Repair Various Locations, CDBG**

Dear FBD Vanguard Construction:

The City has made a determination to reject all bids received on April 29,2022 for IFB 202122-06 Sidewalk Repair Various Locations, CDBG. Bid bonds submitted with bids will be returned to bidders.

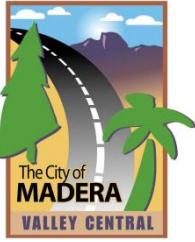
Sincerely,

Jennifer Stickman  
Procurement Services Manager

City of Madera Purchasing Division, 205 East 4<sup>th</sup> Street, Madera, CA 9363

## **Attachment 3**

	Description	Unit	Quantity	ESTIMATED COST		FBD VANGUARD CONSTRUCTION, INC.		
				Unit Cost	Cost	Unit Cost	Cost	More/Less than Estimate
<b>BID SCHEDULE</b>								
1	MOBILIZATION, BONDS, INSURANCE, & PERMITS	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	0%
2	TRAFFIC CONTROL, SIGNAGE, & DETOURS	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 50,000.00	\$ 50,000.00	400%
3	WPCP/DUST CONTROL	LS	1	\$ 4,000.00	\$ 4,000.00	\$ 2,500.00	\$ 2,500.00	-38%
4	CLEARING & GRUBBING, DEMOLITION, REMOVAL, & DISPOSAL	LS	1	\$ 55,000.00	\$ 55,000.00	\$ 602,123.00	\$ 602,123.00	995%
5	CONCRETE SIDEWALK (6 SACK)	SF	18570	\$ 8.00	\$ 148,556.00	\$ 10.00	\$ 185,695.00	25%
6	ASPHALT (TYPE B)	TON	60	\$ 250.00	\$ 15,000.00	\$ 671.00	\$ 40,260.00	168%
7	CONCRETE CURB & GUTTER (6 SACK)	LF	1364	\$ 25.00	\$ 34,100.00	\$ 60.00	\$ 81,840.00	140%
8	TREE REMOVAL WITH STUMP GRIND	EA	82	\$ 1,500.00	\$ 123,000.00	\$ 1,165.00	\$ 95,530.00	-22%
9	CONCRETE ADA TRUNCATED DOMES (IN NEW CONCRETE - 6 SACK)	EA	102	\$ 500.00	\$ 51,000.00	\$ 7,800.00	\$ 795,600.00	1460%
10	CONCRETE ADA TRUNCATED DOMES (IN EXISTING CONCRETE - 6 SACK)	EA	7	\$ 200.00	\$ 1,400.00	\$ 7,000.00	\$ 49,000.00	3400%
11	MISCELLANEOUS FACILITIES & OPERATIONS	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 10,000.00	\$ 10,000.00	-50%
				<b>477,056.00</b>		<b>1,927,548.00</b>		<b>304%</b>



## REPORT TO CITY COUNCIL

**Approved by:**

*Jamie Hickman*  
\_\_\_\_\_  
Jamie Hickman, Interim Public Works Director

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

**Council Meeting of:** March 15, 2023

**Agenda Number:**         D-2        

**SUBJECT:**

One-year contract extension with Brandley Engineering, Inc. for consulting services related to the Airport and Approval of Adjusted and New Fees

**RECOMMENDATION:**

Adopt a resolution approving an amendment to the Airport Engineering and Construction Management Services Agreement between the City and Brandley Engineering, Inc. for one year, including rate adjustments and the addition of positions that were not provided in the original agreement

**SUMMARY:**

On March 4, 2020, the City of Madera (“the City”) entered into a three-year professional services agreement with Reinard W. Brandley, Consulting Airport Engineers, for planning, designing, and construction management for projects at the airport. On March 17, 2021, the City assigned the Agreement to Brandley Engineering, Inc as Reinard W. Brandley Consulting Airport Engineers changed its name to Brandley Engineering, Inc. (“BEI”) and transitioned from a sole proprietorship to an S corporation. If approved, this amendment would:

- Extend the City’s relationship with BEI for one year,
- Adjust some fees for some of their services, and
- Include new positions created within the last three years.

**DISCUSSION:**

The Federal Aviation Administration (FAA) limits certain agreements, such as this one, to three years. According to section 4 of the original Agreement, it can be extended annually, not two exceed two years, with mutual written consent.

The City has contracted with BEI since 1999; hence they are uniquely situated to understand the airport and the issues that must be addressed. The following is a sample list of the work they recently performed for the airport:

- Played a pivotal role in the ongoing airport drainage improvement project, including:
  - Preparing the Request for Proposal (RFP).
  - Conducted necessary environmental studies and helped acquire the required permits and approvals for the construction of the drainage project.
  - Created specifications for the Drainage project and coordinated with the construction company on the requirements for the project.
  - Provided construction management services for the project.
- Prepared technical reports pursuant to FAA and the California Department of Transportation, Department of Aeronautics guidelines.
- Assisted in developing additional airplane hangars and worked on the runway extension.
- Are currently working on a pavement management study to assess the state of the asphalt and plan the rehabilitation of the runway.
- Assist the City in attaining grants for the airport.

Should the contract be extended, it is expected that BEI will continue to assist the City in rehabilitating the runway, which is scheduled to bid in on either 2024 or 2025.

#### **FINANCIAL IMPACT:**

The City pays for services rendered through federal and state grants and the airport's enterprise fund. Section 4 of the original agreement limits how much fees can be adjusted. Per the agreement, price increases are limited "to the Consumer Price Index, Pacific Cities and U.S Average for all urban consumers, Western Cities Category "C" or 2.5 percent, whichever is lower." In this situation, price increases are limited to 2.5 percent. However, BEI is proposing several rate adjustments above and beyond the 2.5 percent for hourly rates, including:

- Adjustments to the Per Diem rates. BEI has requested more significant increases for Per Diem rates as most industries follow the guidelines set by the General Services Administration, which would increase by 18.86 percent.
- Adjustments to the mileage rate set by the Internal Revenue Service (IRS). Today, the City reimburses BEI \$40 per day plus \$0.58 per mile while they propose to adjust the rate to \$40 per day plus \$0.65 per mile, which is an increase of 12 percent.
- BEI has also created new positions in its business for which there is no similar previous position. This will not result in increases in rates, given that these positions did not previously exist.
- All other fee increases fall under the allowed 2.5 percent increase from the original agreement

The amendment for the extension would result in slightly higher rates. It is noted that while BEI is proposing to increase some of its fees for 2023, the City will pay a lower rate on some of the fees when compared to the standard 2023 rates BEI currently charges other customers due to Section 4 of the original agreement that limits fee increases for extensions. There is no fee that the City is paying, which is higher than BEI’s 2023 standard rates. A comparison of the new and old fee schedules and the new positions is included below, as well as their standard rates for 2023.

<b>Table 1: Existing and Proposed Rates</b>			
Personnel	Existing Rate	Proposed Rate to be Paid by the City	Rate BEI charges other clients
Principal Engineer	\$300/Hour	No change	Same
Senior Engineer	\$180/Hour	No change	Same
Resident Engineer	\$180/Hour	\$184/hour	\$190/Hour
Junior Engineer	\$120/Hour	No change	Same
Senior Inspector	\$120/Hour	\$123/Hour	\$180/Hour
Senior Drafter	\$120/Hour	No change	Same
Junior Drafter	\$90/Hour	\$92/Hour	\$100/Hour
Apprentice	\$95/Hour	No change	Same
Project Administrator	\$100/Hour	No change	Same
Clerical	\$75/Hour	\$76/Hour	\$85/Hour

<b>Table 2: New Positions</b>	
New Positions	Rate
Laboratory Technician	\$90/Hour
Laboratory Apprentice	\$50/Hour

<b>Table 3: Per Diem and Travel Reimbursement</b>		
Travel and Equipment Rental	Existing Rate	Proposed Rate
Per Diem	\$175/Day	\$208/Day
Vehicle Rental	\$40/Day+\$0.58/Mile	\$40/Day+\$0.65/Mile

<b>Table 4: Other Services</b>		
Outside Consultants	Existing Rates	Proposed Rate
Topographic Surveys, Geotechnical Drilling, Testing Laboratories, etc.	Cost + 10%	No change

**ALTERNATIVES:**

Alternatively, the City may prepare a Request for Proposal (RFP) and solicit bids from potential vendors. The City last prepared an RFP for professional services for the airport in December 2019 and distributed it to 7 engineering firms. Only one bid was received, and the Council selected BEI.

**ATTACHMENTS:**

1. Resolution Approving Agreement
2. Extension Agreement
3. Original Services Agreement

## **Attachment 1**

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,  
CALIFORNIA APPROVING AMENDMENT NO. 1 TO AIRPORT ENGINEERING  
AND CONSTRUCTION MANAGEMENT SERVICES AGREEMENT BETWEEN  
THE CITY OF MADERA AND BRANDLEY ENGINEERING, INC.**

**WHEREAS**, the City of Madera (“City”) has a need to secure airport engineering and construction management services from a qualified professional; and

**WHEREAS**, the City entered into an Agreement for Airport Engineering and Construction Management Services (the “Agreement”) with Reinard W. Brandley Consulting Airport Engineers on March 4, 2020; and

**WHEREAS**, the City assigned the agreement to Brandley Engineering, Inc. (“Brandley Engineering”) due to a name change and change in business structure; and

**WHEREAS**, the Agreement allows for annual extensions not to exceed two years; and

**WHEREAS**, the Agreement limits price increases for extensions; and

**WHEREAS**, the Agreement expired on March 4, 2023, and the Parties wish to extend the Agreement; and

**WHEREAS**, the proposed extension of the Agreement also calls for rate increases for Per Diem from \$175 per day to \$208 per day and the mileage from \$40 per day plus €58 per mile to \$40 per day plus €65 per mile and fees for newly created positions within Brandley Engineering.

**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 Amendment No. 1 to Airport Engineering and Construction Management Services Agreement with Brandley Engineering Inc. which is attached hereto as Exhibit 1 and incorporated by reference.
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.

\* \* \* \*

## **Attachment 2**

**AMENDMENT NO. 1 TO AIRPORT ENGINEERING AND CONSTRUCTION MANAGEMENT SERVICES AGREEMENT BETWEEN THE CITY OF MADERA AND BRANDLEY ENGINEERING, INC.**

This Amendment No. 1 to Airport Engineering and Construction Management Services Agreement is made by and between the CITY OF MADERA, a municipal corporation of the State of California, hereinafter referred to as “City”, and Brandley Engineering, Inc. an S corporation that is located on 6125 King Road, Suite 201, Loomis, CA 95650, hereinafter referred to as “Service Provider.”

**RECITALS**

**WHEREAS**, City and Service Provider entered an Airport Engineering and Construction Management Services Agreement (“Agreement”) for professional services effective on March 4, 2020; and

**WHEREAS**, at the time of the Agreement, Brandley Engineering Inc. was formerly known as Reinard W. Brandley Consulting Airport Engineers; and

**WHEREAS**, the City approved assignment of the Agreement to Brandley Engineering Inc. on March 17<sup>th</sup>, 2021 as only the name and business structure had changed; and

**WHEREAS**, the Parties wish to extend the Agreement and amend certain rates in the Agreement.

**AGREEMENT**

**SECTION 1.** Section 3.1 of the Agreement titled “Fees” is amended by adding subsection B thereto to read as follows:

B. Fee Schedule Effective on March 4, 2023

Personnel	Rate
Principal Engineer	\$300/Hour
Senior Engineer	\$180/Hour
Resident Engineer	\$184/Hour
Junior Engineer	\$120/Hour
Senior Inspector	\$123/Hour
Senior Drafter	\$120/Hour
Junior Drafter	\$92/Hour
Apprentice	\$95/Hour
Project Administrator	\$100/Hour
Clerical	\$76/Hour
Laboratory Technician	\$90/Hour
Laboratory Apprentice	\$50/Hour
Per Diem Travel	\$208/Day

Vehicle Rental	\$40.00/Day+\$0.065 /Mile
Outside Consultants Topographic Surveys, Geotechnical Drilling, Testing Laboratories, etc.	Cost + 10%

**Section 2.** Section 4 of the Agreement titled “Term of Agreement” is amended by adding the following paragraph to the end of that Section to read as follows:

Notwithstanding the foregoing, the Parties agree to extend the term of the Agreement through March 4, 2024. All other provisions is the foregoing paragraph shall remain in full force and effect.

**SECTION 3.** Except as amended by this Amendment No. 1, , all other terms and conditions of the Agreement shall remain in full force and effect.

**SECTION 4.** This Amendment No. 1 shall be effective on March 4, 2023.

*SIGNATURES ON NEXT PAGE*

**CITY OF MADERA**

A municipal corporation of  
the State of California

By: \_\_\_\_\_  
Santos Garcia, Mayor

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

ATTEST:

By: \_\_\_\_\_  
Alicia Gonzales, City Clerk

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

**BRANDLEY ENGINEERING INC.**

By: \_\_\_\_\_  
Melissa Brandley, CFO & Secretary

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

**APPROVED AS TO FORM:**

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

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

## **Attachment 3**

**CITY OF MADERA**  
**AIRPORT ENGINEERING AND CONSTRUCTION MANAGEMENT SERVICES**

THIS Airport Engineering and Construction Management Services Agreement ("Agreement") is made and entered into on March 4, 2020, by and between the City of Madera, a municipal corporation ("City") and Reinard W. Brandley, Consulting Airport Engineers ("Service Provider").

**RECITALS**

- A. The City is in need of Airport Engineering and Construction Management Services and the City has issued a Request for Proposals (RFP) for Airport Engineering and Construction Management Services.
- B. City requires an Airport Engineering and Construction Management 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 Airport Engineering and Construction Management Services Agreement.
- D. After conducting an RFP process for Airport Engineering and Construction Management 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 employs Service Provider to provide Airport Engineering and Construction Management Services, herein set forth at the compensation and upon the terms and conditions herein expressed.
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:

Preliminary Phase

- Coordinating with the City on project scope requirements, finances, schedules, operational safety and phasing considerations, site access and other pertinent matters.
- Planning, procuring, and/or preparing necessary surveys, geotechnical engineering investigations, field investigations, and architectural and engineering studies required for design considerations.
- Developing design schematics, sketches, environmental and aesthetic considerations, project recommendations, and preliminary layouts and cost estimates.

Design Phase

- Conducting and attending meetings and design conferences to obtain information and to coordinate or resolve design matters.
- Collecting engineering data and undertaking field investigations; performing geotechnical engineering studies; and architectural and engineering studies.
- Preparing necessary engineering reports and recommendations.
- Preparing detailed plans, specifications, and cost estimates.
- Preparing Construction Safety and Phasing Plan (CSPP).
- Printing and providing necessary copies of engineering drawings and contract specifications.

Construction Phase

- Assisting the City in advertising and securing bids, negotiating for services, analyzing bid results, furnishing recommendations on the award of contracts, and preparing contract documents.
- Representing the City at preconstruction conferences.
- Onsite construction inspection and/or management involving the services of a part-time or full-time resident engineer(s), inspector(s), or manager(s) during the construction or installation phase of a project.
- Providing consultation and advice to the City during all phases of construction.
- Inspecting work in progress periodically and providing appropriate reports to the City.
- Reviewing and approving shop and construction drawings submitted by contractors for compliance with design concept.
- Reviewing, analyzing, and approving laboratory and mill test reports of materials and equipment.
- Preparing and negotiating change orders and supplemental agreements.
- Observing or reviewing performance tests required by specifications.
- Preparation of as-constructed plans.
- Determining amounts owed to contractors and assisting the City in the preparation of payments required for amounts reimbursable from grant projects.
- Making final inspections and submitting a report of the completed project to the City.

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 this 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. Fee Schedule

Personnel

Reinard W. Brandley .....	\$300.00/Hour
Senior Engineer/Resident Engineer.....	\$180.00/Hour
Junior Engineer/Senior Inspector .....	\$120.00/Hour
Senior Drafter.....	\$120.00/Hour
Junior Drafter .....	\$90.00/Hour
Apprentice.....	\$95.00/Hour

Project Administrator .....\$100.00/Hour  
Clerical .....\$75.00/Hour

Travel and Equipment Rental

Per Diem.....\$175/Day  
Vehicle Rental .....\$40.00/Day + \$0.58/Mile

Outside Consultants

Topographic Surveys, Geotechnical  
Drilling, Testing Laboratories, etc. ....Cost + 10%

4. Term of Agreement. This Agreement shall be effective on March 4, 2020, after approval by the City Council at a duly scheduled meeting thereof and shall continue in full force and effect through March 4, 2023, 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. Notice of such intent shall be provided by either Party ninety (90) days before the end of the initial term to allow for the appropriate vetting and appropriate approvals by the Parties. Fees and Costs for the optional extensions may be adjusted based upon the Consumer Price Index, Pacific Cities and U. S. Average for all urban consumers, Western Cities Category "C" or 2.5%, whichever is less.

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.

Indemnity for Professional Liability:

When the law establishes a professional standard of care for Service Provider's Services, to the fullest extent permitted by law, Service Provider shall indemnify, protect, defend, and hold harmless City and

any and all of its officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent the Service Provider (and its Subconsultants), are responsible for such damages, liabilities and costs on a comparative basis of fault between the Service Provider (and its Subconsultants) and the City in the performance of professional services under this agreement.

**Indemnity for Other Than Professional Liability:**

Other than in the performance of professional services and to the full extent permitted by law, Service Provider shall indemnify, defend, and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Service Provider or by any individual or City for which Service Provider is legally liable, including, but not limited to officers, agents, employees, or subcontractors of Service Provider, except when caused by the active negligence or willful misconduct of the City.

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/Venue. 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. The venue for any claim being brought for breach of this Agreement shall be in Madera County.

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:

1. A failure by Service Provider to comply with any material term of this Agreement;
2. A substantially incorrect or incomplete report submitted by Service Provider to City.

8.3 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 Department  
1030 South Gateway Drive  
Madera, CA 93637

To Service Provider:

Reinard W. Brandley, Consulting Airport Engineers  
6125 King Road, Suite 201  
Loomis, CA 95650

9. Compliance with Laws. In the performance of this Agreement, Service Provider shall comply with the provisions in Exhibit B "Contract Provisions for Obligated Sponsor and Airport Improvement Projects" which are incorporated by reference and all applicable local, state, and federal laws and regulations and laws referenced in this section.

9.1 Laws Incorporated by Reference. The full text of the laws listed in this Section, including enforcement and penalty provisions, are incorporated by reference into this Agreement.

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.

10. Notices. All notices and communications from the Service Provider shall be to City's Fleet 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 effected 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. 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.

This Agreement and the attachments and exhibits incorporated herein, represents the entire agreement and understanding between the parties. Any modifications to this Agreement shall be in writing and signed by authorized representatives of the parties. One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant.

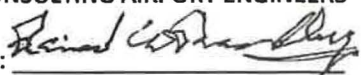
IN WITNESS WHEREOF, the parties hereto have executed this Agreement at Madera, California, the day and year first above written.

\*\*\*\*\*

CITY OF MADERA

BY:   
Andrew Medellin, Mayor

REINARD W. BRANDLEY,  
CONSULTING AIRPORT ENGINEERS

BY:   
Reinard W. Brandley, Owner

ATTEST:

  
Alicia Gonzales, City Clerk

APPROVED AS TO FORM

  
Hilda Cantú Montoy, City Attorney



## Exhibit A

### **Insurance Requirements for Consultants**

Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant 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*

Consultant 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 form CG 20 10 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **\$2,000,000 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 Consultant 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. Consultant 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.
- **\$1,000,000 Professional Liability (Errors & Omissions)** per claim and in the aggregate. Consultant shall maintain professional liability insurance that insures against professional errors and omission that may be made in performing the Services to be rendered in connection with this Agreement. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement. The cost of such insurance shall be included in Consultant's bid.

#### *Maintenance of Coverage*

Consultant 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 Consultant, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

#### *Proof of Insurance*

Consultant shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. 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. Agency 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 Consultant, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Consultant 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)*

Consultant acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Consultant 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 Consultant maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Consultant.

*Notice of Cancellation*

Consultant 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*

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

*Additional Insurance*

Consultant 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.

## **EXHIBIT B – CONTRACT PROVISIONS FOR OBLIGATED SPONSORS AND AIRPORT IMPROVEMENT PROJECTS**

### **B1 ACCESS TO RECORDS AND REPORTS**

2 CFR § 200.333

2 CFR § 200.336

FAA Order 5100.38

The Consultant must maintain an acceptable cost accounting system. The Consultant agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Consultant which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Consultant agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

### **B2 BREACH OF CONTRACT TERMS**

2 CFR § 200 Appendix II(A)

Any violation or breach of terms of this contract on the part of the Consultant or its subconsultants may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Consultant until such time the Consultant corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Consultant must correct the breach. Owner may proceed with termination of the contract if the Consultant fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

### **B3 CIVIL RIGHTS - GENERAL**

49 USC § 47123

#### **GENERAL CIVIL RIGHTS PROVISIONS**

The Consultant agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Consultant and subconsultants from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

#### **B4 CIVIL RIGHTS – TITLE VI ASSURANCE**

49 USC § 47123

FAA Order 1400.11

The City of Madera in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

#### **Title VI Clauses for Compliance with Nondiscrimination Requirements**

##### **Compliance with Nondiscrimination Requirements:**

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the “Consultant”), agrees as follows:

1. **Compliance with Regulations:** The Consultant (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subconsultant or supplier will be notified by the Consultant of the Consultant’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Consultant’s noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it

or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Consultant under the contract until the Consultant complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Consultant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subconsultant, or supplier because of such direction, the Consultant may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

#### **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the “Consultant”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by

discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

## **B5 CLEAN AIR AND WATER POLLUTION CONTROL**

2 CFR § 200, Appendix II(G)

Consultant agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Consultant agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Consultant must include this requirement in all subcontracts that exceeds \$150,000.

## **B6 DEBARMENT AND SUSPENSION**

2 CFR part 180 (Subpart C)

2 CFR part 1200

DOT Order 4200.5

### **CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT**

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

### **CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT**

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offerer /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

## **B7 DISADVANTAGED BUSINESS ENTERPRISE**

49 CFR part 26

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the City of Madera to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

### **Contract Assurance (§ 26.13) –**

The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Consultant from future bidding as non-responsible.

**Prompt Payment (§26.29) –** The prime Consultant agrees to pay each subconsultant under this prime contract for satisfactory performance of its contract no later than 7 days from the receipt of each payment the prime Consultant receives from City of Madera. The prime Consultant agrees further to return retainage payments to each subconsultant within 7 days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Madera. This clause applies to both DBE and non-DBE subconsultants.

## **B8 DISTRACTED DRIVING**

Executive Order 13513

DOT Order 3902.10

### **TEXTING WHEN DRIVING**

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Consultant to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the

project. The Consultant must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

## **B9 ENERGY CONSERVATION REQUIREMENTS**

2 CFR § 200, Appendix II(H)

Consultant and Subconsultant agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201*et seq.*).

## **B10 EQUAL EMPLOYMENT OPPORTUNITY (EEO)**

2 CFR 200, Appendix II(C)

41 CFR § 60-1.4

41 CFR § 60-4.3

Executive Order 11246

### **EQUAL OPPORTUNITY CLAUSE**

During the performance of this contract, the Consultant agrees as follows:

- (1) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Consultant will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subconsultant or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* that in the event a Consultant becomes involved in, or is threatened with, litigation with a subconsultant or vendor as a result of such direction by the administering agency the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY  
CONSTRUCTION CONTRACT SPECIFICATIONS**

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- d. "Minority" includes:
  - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
  - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
  - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
  - (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Consultant, or any subconsultant at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Consultant is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Consultants shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Consultant or subconsultant participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Consultants or subconsultants toward a goal in an approved Plan does not excuse any covered Consultant's or subconsultant's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Consultant shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Consultant should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction Consultants performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Consultant is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Consultant has a collective bargaining agreement to refer either minorities or women shall excuse the Consultant's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Consultant during the training period and the Consultant shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Consultant shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Consultant's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Consultant shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Consultant's employees are assigned to work. The Consultant, where possible, will assign two or more women to each construction project. The Consultant shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Consultant's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the

Consultant or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Consultant by the union or, if referred, not employed by the Consultant, this shall be documented in the file with the reason therefore along with whatever additional actions the Consultant may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Consultant has a collective bargaining agreement has not referred to the Consultant a minority person or female sent by the Consultant, or when the Consultant has other information that the union referral process has impeded the Consultant's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Consultant's employment needs, especially those programs funded or approved by the Department of Labor. The Consultant shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Consultant's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Consultant in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions, including specific review of these items, with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Consultant's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Consultant's EEO policy with other consultants and subconsultants with whom the Consultant does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Consultant's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Consultant shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a Consultant's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Consultant's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction consultants and suppliers, including circulation of solicitations to minority and female consultant associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Consultant's EEO policies and affirmative action obligations.

8. Consultants are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the Consultant is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Consultant actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Consultant's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Consultant. The obligation to comply, however, is the Consultant's and failure of such a group to fulfill an obligation shall not be a defense for the Consultant's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Consultant, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the Consultant has achieved its goals for women generally), the Consultant may be in violation of the Executive Order if a specific minority group of women is underutilized.

10. The Consultant shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Consultant shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Consultant shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any consultant who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Consultant, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Consultant fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

14. The Consultant shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Consultants shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

#### **B11 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

29 USC § 201, et seq

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

#### **B12 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES**

31 USC § 1352 – Byrd Anti-Lobbying Amendment

2 CFR part 200, Appendix II(J)

49 CFR part 20, Appendix A

### **CERTIFICATION REGARDING LOBBYING**

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### **B13 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

#### **29 CFR part 1910**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subconsultant's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

## **B14 TAX DELINQUENCY AND FELONY CONVICTIONS**

### **CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS**

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

#### **Certifications**

- 1) The applicant represents that it is (  ) is not ( ✓ ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is (  ) is not ( ✓ ) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

#### **Note**

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

#### **Term Definitions**

**Felony conviction:** Felony conviction means a conviction within the preceding twentyfour (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

**Tax Delinquency:** A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

## **B15 TERMINATION OF CONTRACT**

2 CFR § 200 Appendix II(B)

FAA Advisory Circular 150/5370-10, Section 80-09

### **TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)**

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Consultant must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

### **TERMINATION FOR DEFAULT (PROFESSIONAL SERVICES)**

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) **Termination by Owner:** The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:
1. Perform the services within the time specified in this contract or by Owner approved extension;
  2. Make adequate progress so as to endanger satisfactory performance of the Project; or
  3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

- b) **Termination by Consultant:** The Consultant may terminate this Agreement in whole or in part, if the Owner:
1. Defaults on its obligations under this Agreement;
  2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
  3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

## **B16 TRADE RESTRICTION CERTIFICATION**

49 USC § 50104

49 CFR part 30

### **TRADE RESTRICTION CERTIFICATION**

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Consultant must provide immediate written notice to the Owner if the Offeror/Consultant learns that its certification or that of a subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances. The Consultant must require subconsultants provide immediate written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

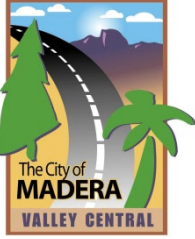
Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subconsultant:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
- 2) whose subconsultants are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.


The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Consultant may rely on the certification of a prospective subconsultant that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Consultant or subconsultant knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.



## REPORT TO CITY COUNCIL

**Approved by:**

  
Arnaldo Rodriguez, City Manager

**Council Meeting of:** March 15, 2023

**Agenda Number:**     D-3    

**SUBJECT:**

Amendment to Extend Consulting Services Agreement for Hearing Officer Services for David Austin

**RECOMMENDATION:**

Adopt a Resolution approving an extension to the Agreement for Services with David Austin to serve as the Administrative Hearing Officer

**SUMMARY:**

The City entered into Agreement with David Austin for Hearing Officer services after publishing a Request for Proposals (RFP) on November 13, 2021. During the process, one proposal was received. Staff evaluated the proposal based on RFP criteria and deemed the proposal satisfactory in meeting the requirements and that the applicant demonstrated the level of experience desired for the individual filling this position. Council approved the Agreement at its February 16, 2022, meeting for a one-year term with the potential to extend the contract for an additional year. As part of the Agreement, the City allocated \$25,000 for Fiscal Year (FY) 2022/23 for Hearing Officer Services. As the contract has ended, staff requests Council grant the City Manager authority to extend an Agreement to David Austin until February 16, 2024.

**DISCUSSION:**

Due to the legal obligation of impartiality, a City employee cannot preside over administrative hearings. As a result, the City underwent a Request for Proposals with an outside independent party to conduct administrative cases.

Services required of the hearing officer are summarized as follows:

- Prepare for hearings as scheduled by City staff
- Review case documentation
- Conduct hearings and hearing testimony and evidence from parties regarding the issues
- Prepare written determinations, which set forth the legal and evidentiary basis for the decision, and adopt findings as required by the particular provisions of the Municipal Code
- Perform all other services as outlined in the agreement for services

The Hearing Officer will also be required to perform additional tasks to those listed above. Other required tasks are notated in the agreement under Exhibit A, Scope of Services.

On November 13, 2021, the City published an RFP (RFP NO. 202122-05) for a Hearing Officer for services related to the conduction of various administrative hearings. City staff reserved the option to enter agreements with multiple parties; however, as of the closing date of December 17, 2021, only one proposal was received. Staff evaluated the sole proposal based on completeness, qualifications, experience, the scope of services and scheduling, references, and fee schedule. It was determined that the proposal submitted by the applicant, David Austin met the requirements outlined by the RFP. Council adopted a Resolution, awarding David Austin with the RFP and approving the Consultant Services Agreement.

It is worth noting that City staff felt confident moving forward with the sole proposal received, as the consultant's experience was highly desired. David Austin previously served as the City's Hearing Officer in a volunteer capacity over the last six years. He conducted roughly 500 hearings and rendered decisions in all cases. Austin has heard nine appeals since entering into Agreement in 2022; however, this number is expected to rise in the upcoming year. Historically, watering citations have been the primary driver for appeals. During the COVID-19 pandemic, the City placed a pause on water citations and instead delivered warning notices that essentially served as courtesy reminders. As COVID-19 restrictions have been lifted, the City will resume citations for water-related violations. The Hearing Officer will also handle appeals related to animal citations, illegal dumping fines, and other code enforcement violations.

Due to the consultant's familiarity with the Municipal Ordinance and his qualifications and additional experience, staff recommends Council approve extending the existing Agreement with David Austin instead of releasing a new RFP to receive proposals.

#### **FINANCIAL IMPACT:**

Council approved allocating \$25,000 for Hearing Officer services for the Agreement term. Thus far, consulting charges attributed to Hearing Officer services have totaled \$2,735.00 for the period between July 1, 2022, and the contract end date of February 16, 2023. This amount was impacted mainly by the moratorium on watering citations during the COVID-19 pandemic, resulting in a considerable residual balance. For this reason, Staff is not seeking additional funds for the Agreement now; should it become necessary to request additional funding, Staff will return to Council to seek approval of a separate amendment.

#### **ALTERNATIVES:**

As an alternative, Council may elect not to approve the Amendment to extend the Agreement and instead direct staff to recirculate the RFP to gather additional proposals.

#### **ATTACHMENTS:**

1. Resolution Approving Amendment No. 1 to the Agreement with David Austin/Austin Consulting Services
2. Agreement with David Austin/Austin Consulting Services
3. Exhibit A: Scope of Services
4. Exhibit B: Schedule of Compensation
5. Exhibit C: Insurance Requirements
6. Exhibit D: Conflict of Interest Disclosure Form

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,  
CALIFORNIA, APPROVING A ONE-YEAR EXTENSION TO THE AGREEMENT  
FOR SERVICES BETWEEN THE CITY OF MADERA AND DAVID AUSTIN FOR  
ADMINISTRATIVE HEARING OFFICER SERVICES WITH THE EXPIRATION  
DATE OF FEBRUARY 16, 2024**

**WHEREAS**, On November 13, 2021, the City published a Request for Proposals (RFP) for a Hearing Officer for services related to administrative hearings; and

**WHEREAS**, the City received one response to the RFP; and

**WHEREAS**, the applicant met all of the requirements; and

**WHEREAS**, On February 16, 2022, the City entered an agreement with Service Provider, David Austin for administrative hearing officer services with a specified term of one year with the option to extend an additional year if decided upon by mutual parties; and

**WHEREAS**, City desires to continue the Services from Provider, and Provider desires to provide the Services to City, on a non-exclusive basis and in full compliance with controlling federal, state and local laws, rules and regulations; and

**WHEREAS**, the parties wish to extend the term of the agreement through February 16, 2024; and

**WHEREAS**, the total amount of the agreement shall be and not to exceed \$25,000; and

**WHEREAS**, the City and Service Provider have drafted an Amendment to the Service Provider Agreement that is in the best interest of both parties.

**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 First Amendment to Service Provider Agreement with Service Provider, a copy of which is attached, is approved.
3. This resolution is effective immediately upon adoption.

**AMENDMENT TO AGREEMENT FOR SERVICES BETWEEN  
CITY OF MADERA AND DAVID AUSTIN  
(For Administrative Hearing Officer Services)**

This FIRST Amendment to Service Provider Agreement between the City of Madera and David Austin is made by and between the City of Madera, a California municipal corporation, (“City”) and David Austin of Austin Professional Services, an individual and a resident of Madera, California, (hereinafter referred to as “Provider”).

**RECITALS**

**WHEREAS**, On February 16, 2022, the City entered an agreement with Service Provider for Administrative Hearing Officer Services; and

**WHEREAS**, Service Provider has complied with all provisions contained in the agreement; and

**WHEREAS**, the City has requested Service Provider continue performing work which requires an extension of the Term of Agreement; and

**WHEREAS**, the parties wish to amend the agreement by extending the Term of Agreement to an expiration date of February 16, 2024.

**AGREEMENT**

In consideration of the recitals listed above and the mutual obligations of the parties herein, City and Service Provider agree that the Agreement dated February 16, 2022, and describes above shall be amended as follows:

1. Section 1 of the Agreement entitled “Term” is amended by adding the following language to the first paragraph of that provision to read as follows: “The Term of Agreement shall be extended to February 16, 2024.”
2. This First Amendment to Service Provider Agreement for Administrative Hearing Officer Services is effective March 15, 2023.
3. Except as set forth in this First Amendment, all terms and conditions in the Agreement shall remain in full force and effect.

**[SIGNATURES ON FOLLOWING PAGE]**

**AGREEMENT FOR SERVICES  
BETWEEN  
City OF MADERA  
AND  
DAVID AUSTIN  
(For Administrative Hearing Officer Services)**

This Services Agreement, (hereinafter referred to as the "Agreement"), effective \_\_\_\_\_, is entered between the City of Madera, a municipal corporation, (hereinafter referred to as "City"), and David Austin, an individual and a resident of Madera, California, (hereinafter referred to as "Provider").

**RECITALS**

**WHEREAS**, City issued a Request for Proposals for administrative hearing officer services; and

**WHEREAS**, Provider submitted a proposal for performing the requested Services and is engaged in the business of furnishing such services as a consultant and hereby warrants and represents that it is qualified, licensed, and professionally capable of performing the Services called for in the Request for Proposals and this Agreement; and

**WHEREAS**, City desires to obtain the Services from Provider, and Provider desires to provide the Services to City, on a non-exclusive basis and in full compliance with controlling federal, state and local laws, rules and regulations; and

**WHEREAS**, Provider provides such Services on a contract basis, as an independent contractor, possessed of and exercising the complete right to control the means of accomplishing said Services; and

**WHEREAS**, City desires to retain Consultant, and Consultant desires to provide City with the Services, on the terms and conditions as set forth in this Agreement.

**NOW THEREFORE**, in consideration of the above recitals, which recitals are contractual in nature, the mutual promises herein contained, and for other good and valuable consideration hereby acknowledged, the parties agree as follows:

**TERMS AND CONDITIONS**

1. **Term.** The term of this Agreement shall be one year, effective from the date first set forth above.
2. **Scope of Work.** Provider shall perform the Services described in **Exhibit A** which is attached and incorporated by reference.
  - 2.1. Provider acknowledges and agrees that any Services he provides to City shall be on a non-exclusive basis.

- 2.2. The parties acknowledge and agree that the Provider, in his performance of this Agreement and the authority delegations provided for in this Agreement and **Exhibit A** hereto, shall exercise his independent judgment and shall not take direction, directly or indirectly, in connection therewith from the City Manager, the Mayor, the City Council (or any member thereof), or any other person.
- 2.3. Provider represents and warrants that he is qualified to act as an administrative hearing officer for purposes of Cal. Vehicle Code §§ 40200 *et seq.*, meeting all experience, training, and current requirements thereunder.

**3. Compensation.** City shall pay Provider as follows:

- 3.1. Provider shall be paid an hourly rate in accordance with **Exhibit B** which is attached and incorporated by reference.
- 3.2. Such fee shall be payable monthly in arrears upon City's receipt and approval of Provider's certified written payment request and within thirty (30) business days thereof. Provider shall utilize the payment certification and request form supplied by the City.
- 3.3. Provider agrees to provide any substantiation and support for Services, fees, costs, and expenses upon the reasonable request of the City for a period of one (1) year after final payment. Records of Provider's expenses pertaining to the Services shall be kept on a generally recognized accounting basis and shall be available to City or its authorized representatives upon request during regular business hours throughout the life of this Agreement and for a period of three (3) years after final payment or, if longer, for any period required by law. In addition, all books, documents, papers, and records of Provider pertaining to the Services shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. This paragraph shall survive expiration or termination of this Agreement.
- 3.4. City will make available in its City Hall a suitable room for the conduct of hearings.

**4. Termination.** Remedies and Force Majeure.

- 4.1. This Agreement shall terminate without any liability of City to Provider upon thirty days (30) business days prior written notice by City to Provider or by Provider to City.
- 4.2. Immediately upon any termination of this Agreement, Provider shall (i) immediately stop all work hereunder, except for completing those hearings that have commenced and where evidence has been presented prior to termination or expiration of this Agreement; (ii) immediately cause any and all of its subcontractors to cease work, except for completing those hearings that have

commenced and where evidence has been presented prior to termination or expiration of this Agreement; and (iii) return to City any and all unearned payments and all properties and materials in the possession of Provider that are owned by City. Subject to the terms of this Agreement, Provider shall be paid compensation for satisfactory rendition of services prior to the effective date of termination. Provider shall not be paid for any work or Services performed, or costs incurred, which reasonably could have been avoided. Provider shall complete those hearings that have commenced and where evidence has been presented prior to termination or expiration of this Agreement, and subject to the terms of this Agreement, Provider shall be paid compensation for satisfactory rendition of such services. The requirements of the preceding sentence shall survive expiration or termination of this Agreement.

- 4.3. Upon any termination or expiration of the Agreement, City may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic and incidental damages for the breach of the Agreement.
- 4.4. Provider shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of Provider and without its fault or negligence, such as: acts of God or the public enemy; acts of City in its contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes; unusually severe weather; and delays of common carriers. Provider shall notify City Manager in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to City Manager of the cessation of such occurrence.

## **5. Indemnification and Insurance.**

- 5.1. Indemnification and Defense. Consultant shall indemnify, defend, and hold harmless the City, its officers, employees, agents and volunteers ("City indemnitees"), 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 Consultant's performance of its obligations under this agreement or out of the operations conducted by Consultant, 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 Consultant's performance of this agreement, the Consultant 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.

5.2. Insurance. Consultant shall obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in **Exhibit C** attached hereto and incorporated herein by this reference. All insurance policies shall be subject to City approval as to form and content. Consultant shall provide City with copies of required certificates of insurance upon request.

5.3 The provision will survive expiration or termination of this Agreement.

6. **Conflict of Interest.** Prior to City's execution of this Agreement, Provider shall complete a City of Madera Conflict of Interest Disclosure Statement. Said Statement is attached hereto as **Exhibit D** and incorporated herein by reference. During the term of this Agreement, Provider shall have the obligation and duty to immediately notify City in writing of any change to the information provided by Provider on **Exhibit D**.

6.1. Provider shall not employ or retain the services of any person while such person either is employed by City or is a member of any City commission, board, committee, or similar City body. This requirement may be waived in writing by the City's Chief Administrative Officer if no actual or potential conflict is involved.

6.2. Provider shall comply with all applicable laws, rules, regulations and professional canons/requirements governing avoidance of impermissible client conflicts, including without limitation the requirements of the California Political Reform Act (Government Codes Section 87100 *et seq.*) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 *et seq.*).

6.3. Provider represents and warrants that as of the effective date hereof, he represents no client whose interests are adverse to the City's.

6.4. In performing the Services to be provided hereunder, Provider shall not be employed, managed or controlled by a person whose primary duties are parking enforcement, parking citation, processing, collection or issuance. Provider shall be separate and independent from the citation, collection or processing function.

6.5. This Section 6 shall survive expiration or termination of this Agreement.

7. **Nondiscrimination.** Provider shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, color, creed, religion, sex, sexual preference, national origin, ancestry, ethnicity, age, marital status, status as a disabled veteran or veteran of the Vietnam era, medical condition, or physical or mental disability. During the performance of this Agreement, Provider will comply with all laws and regulations, as applicable. Specifically, no person in the United

States shall, on the grounds of race, color, creed, religion, sex, sexual preference, national origin, ancestry, ethnicity, age, marital status, status as a disabled veteran or veteran of the Vietnam era, medical condition, or physical or mental disability be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

8. **Invalid Provisions.** The provisions of this Agreement are severable. In the event any term, covenant, condition or provision of the Agreement, or the application thereof to any person, entity, or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Agreement, or the application thereof to any person, entity, or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated, provided that such invalidity, voiding or unenforceability of such covenant, condition or provision does not materially prejudice either party in its respective rights and obligations contained in the then remaining valid covenants, conditions or provisions of this Agreement.
  
9. **Independent Contractor.** Provider is and throughout this Agreement shall be an independent contractor and not an employee, partner or agent of the City. However, City shall retain the right to verify that Provider is performing his respective obligations in accordance with the terms hereof.
  - 9.1. Because of his status as an independent contractor, Provider shall have absolutely no right to employment rights and benefits available to City employees. Provider shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and retirement benefits. In addition, together with his other obligations under this Agreement, Provider shall be solely responsible for all matters relating to employment and tax withholding for and payment of Provider's employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in City employment benefits, entitlements, programs and/or funds offered employees of City whether arising by reason of any common law, de facto, leased, or co-employee rights or other theory. It is acknowledged that during the term of this Agreement, Provider may be providing services to others unrelated to City or to this Agreement.
  
10. **Partnership/Joint Venture.** This agreement does not evidence a partnership or joint venture between Provider and City. Unless specifically provided for herein, the Provider shall have no authority to bind the City absent City's express written consent. Except to the extent otherwise provided in this Agreement, Provider shall bear his own costs/expenses in pursuit hereof.

11. **Notices.** Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally or deposited into the United States mail, by registered or certified mail, return receipt requested with postage prepaid, addressed to the party to which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice.
  - 11.1. Personal service, as aforesaid, shall be deemed served and effective upon delivery thereof. Service by mail, as aforesaid, shall be deemed to be sufficiently served and effective as of 12:00:01 AM, on the fourth (4<sup>th</sup>) calendar day following date of deposit in the United States mail of such registered or certified mail, properly addressed and postage prepaid.
12. **Non-Assignment.** This Agreement is personal to Provider and there shall be no assignment by Provider of his rights or obligations under this Agreement without the prior written approval of City.
13. **Non-Solicitation.** Provider represents and warrants that he has not paid or agreed to pay any compensation, contingent or otherwise, to solicit or procure this Agreement or any rights/benefits hereunder.
14. **Compliance with Law.** In providing the services required under this Agreement, Provider shall at all times comply with all applicable laws of the United States, the State of California and City, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.
15. **Governing Law and Venue.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California. Venue for purposes of the filing of any case, controversy or proceeding regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Madera County, California.
16. **Attorney's Fees.** If either party is required to commence any proceeding or legal action to enforce any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses in addition to any other relief to which such party may be entitled.
17. **Waiver.** The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

**18. Cumulative Remedies.** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

**19. General Provisions.**

19.1. Once this Agreement is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees and representatives.

19.2. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.

19.3. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.

19.4. In the event of any conflict between the body of this Agreement and any Exhibit or Attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement, shall be null and void.

19.5. The rights, interests, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.

**20. Final Agreement.** This Agreement and any documents, instruments and materials referenced and incorporated herein represents the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements between City and Provider. This Agreement may be modified only by written instrument duly authorized and executed by both City and Provider.

**Notice.** Any notice required pursuant to this Agreement shall be deemed delivered if given in writing, mailed with postage prepaid, addressed and directed as follows (or at such other address as the parties may from time to time designate by written notice)

CITY:

City of Madera  
Attn: Arnoldo Rodriguez  
205 W. 4th Street  
Madera, CA 93637  
Phone: 559-661-5400

PROVIDER:

David Austin  
821 Royal Drive  
Madera, CA 93637  
Phone:  
Email: [austin.david.c@gmail.com](mailto:austin.david.c@gmail.com)

IN WITNESS WHEREOF, the parties have executed this Agreement at Madera, California, the day and year first above written.

**CITY OF MADERA**

a municipal corporation

**PROVIDER**

an individual

By: \_\_\_\_\_  
Arnoldo Rodriguez  
City Manager

By: \_\_\_\_\_  
David Austin

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

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

ATTEST:

By: \_\_\_\_\_  
Alicia Gonzales, City Clerk

APPROVED AS TO FORM

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

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

Attachments:

- Exhibit A – Scope of Services
- Exhibit B – Schedule of Compensation
- Exhibit C – Insurance Requirements
- Exhibit D – Conflict of Interest Disclosure Form

**EXHIBIT A**  
**SCOPE OF SERVICES**

**Agreement for Administrative Hearing Officer Services between  
City of Madera and David Austin**

Provider shall perform non-exclusive administrative hearing officer services as provided in this Agreement and in accordance with the following additional requirements and descriptions:

1. Depending on the number of appeals for which Provider is assigned, Provider shall provide the number of hours of services reasonably necessary to adequately perform the services of an Administrative Hearing Officer for the cases assigned to the Provider. The assignments to Provider will be on a case by case basis. City staff shall schedule hearings in a manner that will satisfy the Provider's minimum requirement of four (4) hours.
2. Provider's point of contact with the City shall be City Manager, Arnaldo Rodriguez, or other designee named by the City Manager.
3. Provider and City each acknowledge and agree that Provider will be a fair and impartial hearing officer; and that City, except for purposes of submitting evidence and testimony as part of the hearing proceeds, will not in any manner influence, directly or indirectly, decisions made or to be made by Provider.
4. Provider shall immediately notify the City Manager of (i) any specific matter coming before Provider for which Provider must recuse himself from hearing the matter because of a conflict of interest, and (ii) any practical reason why Provider is unable to serve. Under such circumstances, the City Manager may appoint another hearing officer to hear the respective administrative hearing(s) or have the matter assigned to another permanent hearing officer.
5. Provider shall sit as the trier of fact and shall rule on questions of law and admissibility of evidence. Provider shall demonstrate the objectivity necessary to conduct a fair and impartial review. Provider shall issue decisions based on applicable Municipal Code violation and shall ensure that all rulings are consistent with the Municipal Code.
6. Provider shall provide fair and impartial hearings for appeals of City-issued administrative citations, orders, decisions or determinations which may involve violations of the City's Municipal Code. Provider may be requested to provide fair and impartial hearings for appeals of City issued administrative citations, orders, decisions or determinations involving the following matters: business permit denials, suspensions and revocations, such as taxicab or massage business permits; violations, or denials, of City regulatory permits, and miscellaneous other matters such as dangerous animal determinations, parking citations, debarment of bidders, and certain appeals in the competitive procurement processes of City.

7. Provider shall be responsible for performance of all aspects of conducting the administrative hearings, including related correspondence with appellants and respondents, preparation and preservation of the hearing record and the rendering of a decision in each matter, all in accordance with and subject to controlling law and the time frames provided therein.
8. Provider shall conduct hearings as scheduled by City staff in the facility designated and provided by City. This shall include hearings held via video conferencing.
9. Provider shall keep an accounting of his time and submit to City Manager's Office on a monthly basis for the purpose of accounting and cost allocation to City Departments.

**EXHIBIT B  
SCHEDULE OF COMPENSATION**

**Agreement for Administrative Hearing Officer Services between  
City of Madera and David Austin**

<b>Task</b>	<b>Description</b>	<b>Hourly Rate</b>	<b>Price per Task</b>
1	Preparation for hearings as scheduled by City staff	\$55/hr	\$18.33/packet
2	Reviewing case documentation (this work is included in task #1)	\$55/hr	\$18.33/packet
3	Conducting hearings at Madera City Hall (daily minimum: 4 hours; no-show/cancellation charge: \$75 if fewer than 5 days' advance notice)	\$95/hr	N/A because cases per hour vary based on complexity
4	Conducting hearings remotely (daily minimum: 4 hours)	\$95/hr	N/A because cases per hour vary based on complexity
5	Preparing written determinations	\$95	\$31.66/packet
6	All other services, including all work necessary for the effective handling of the City's administrative citation hearings	\$45/hr	N/A
7	Initial orientation and subsequent trainings	\$45/hr	N/A
8	All other rates of compensation for reimbursable charges	\$45/hr	N/A

**EXHIBIT C  
INSURANCE REQUIREMENTS**

**Agreement for Administrative Hearing Officer Services between  
City of Madera and David Austin**

A. Insurance Requirements.

Consultant 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 form CG 20 10 that the City and its officers, officials, employees, and agents shall be additional insureds under such policies.
- \$2,000,000 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 Consultant 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. Consultant 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.
- \$1,000,000 Professional Liability (Errors & Omissions) per claim and in the aggregate. Consultant shall maintain professional liability insurance that insures against professional errors and omission that may be made in performing the Services to be rendered in connection with this Agreement. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement. The cost of such insurance shall be included in Consultant's bid.

Maintenance of Coverage

Consultant 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 Consultant, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

### Proof of Insurance

Consultant shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. 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. Agency 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 Consultant, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Consultant 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)

Consultant acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Consultant 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 Consultant maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Consultant.

### Notice of Cancellation

Consultant 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

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

### Additional Insurance

Consultant 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.

**EXHIBIT D**

**DISCLOSURE OF CONFLICT OF INTEREST**

Administrative Hearing Officer

		YES*	NO
1	Are you currently in litigation with the City of Madera or any of its agents?	<input type="checkbox"/>	<input type="checkbox"/>
2	Do you represent any firm, organization or person who is in litigation with the City of Madera?	<input type="checkbox"/>	<input type="checkbox"/>
3	Do you currently represent or perform work for any clients who do business with the City of Madera?	<input type="checkbox"/>	<input type="checkbox"/>
4	Are you or any of your principals, managers or professionals, owners or investors in a business which does business with the City of Madera, or in a business which is in litigation with the City of Madera?	<input type="checkbox"/>	<input type="checkbox"/>
5	Are you or any of your principals, managers or professionals, related by blood or marriage to any City of Madera employee who has any significant role in the subject matter of this service?	<input type="checkbox"/>	<input type="checkbox"/>
6	Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project?	<input type="checkbox"/>	<input type="checkbox"/>
* If the answer to any question is yes, please explain in full below.			

Explanation: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature

\_\_\_\_\_

(name)

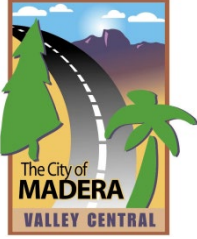
\_\_\_\_\_

(address)

\_\_\_\_\_

(city state zip)

Additional page(s) attached.



## REPORT TO CITY COUNCIL

**Approved by:**

*Marcela Zuniga*

Marcela Zuniga, Grants Administrator

*Arnoldo Rodriguez*

Arnoldo Rodriguez, City Manager

**Council Meeting of:** March 15, 2023

**Agenda Number:** D-4

**SUBJECT:**

Federal Transit Administration Grant Application for Transit Capital Assistance

**RECOMMENDATION:**

Adopt a Resolution authorizing the submittal of a Federal Transit Administration (FTA) Section 5307 grant application in the amount of \$1,222,588

**SUMMARY:**

On September 24, 2020, the City was awarded \$6,440,671 through the FTA Section 5307 – CARES Act Grant for Operation Assistance (OA) and Preventative Maintenance (PM). Of the awarded grant, \$5,886,312 was allocated towards OA, while \$554,359 was funded toward PM.

The Section 5307 funds requested are from the FY 2017/18 fiscal year allocations. The funds will be applied toward both OA and PM expenses. OA requires a 50 percent local match while PM requires a 20 percent match. If unused by September 2023, said funds are returned to the FTA. If approved, this item authorizes the City to apply for \$1,222,588.

In its Fiscal Year (FY) 2022/23 budget, the City allocated Local Transportation Funds (LTF) to cover the FY 2017/2018 Section 5307 funds local match requirement, which is 20 percent. During the February 1, 2023, meeting, Council approved amendments to the applications for Transportation Development Act (TDA) – Local Transportation Funds (LTF) and State Transit Assistance (STA) Fund for FY 2022/23. This amendment allowed for an increase in STA Funds, bringing the FY 2022/23 allocation to \$1,165,319.90. STA allocated funds will be used to meet the local match requirements to draw the FY 2017/2018 FTA Section 5307 funds.

**DISCUSSION:**

The City utilizes FTA Section 5307 – CARES Act grant funds for transit operation expenses. As of the last Fiscal Financial Report (FFR) submitted to the FTA for the 2023-QTR1 report period, the City has a remaining unobligated CARES Act balance of \$1,092,661. Therefore, staff proposes to apply for operating funds from the FTA Section 5307 fiscal year 2017/2018 allocation for the purpose of transit operation expenses. The City is requesting Council’s approval to use FTA Section 5307 formula funds in the amount of \$1,222,588.

Table 1 summarizes the requested amount of Section 5307 Federal Funds with the required Local Match:

<b>Table 1: Funding Source – FTA Section 5307</b>					
Program	Requesting Amount	Local Match Requirement			Total Project Cost
		% of Local Match	\$ of Local Match	Source	
Operation Assistance	\$1,000,000	50%	\$1M	STA funds	\$2,000,000
Preventative Maintenance	\$222,588	20%	\$55,647	STA funds	\$278,235
Totals	\$1,222,588	70%	\$1,055,647	-	\$2,278,235

**FINANCIAL IMPACT:**

The items listed in Table 1 do not impact the City’s General Funds as all transit operation, and preventative maintenance costs are expended through Local Transportation and Federal Transit Administration grant funds.

**ALTERNATIVES:**

As an alternative, Council may:

1. Decline the request to apply for FTA – Section 5307 Funds
2. Find an alternative to cover transit operational and preventative maintenance expenses.

**ATTACHMENTS:**

1. Resolution

**RESOLUTION NO. 23-\_\_\_\_\_**

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

**WHEREAS**, the Federal Transit Administration (FTA) has been the delegated authority to award federal financial assistance to the City of Madera (City) for a transportation project; and

**WHEREAS**, the City has not requested the allocated FY18 - Section 5307 FTA Funds in the amount of \$1,222,588; and

**WHEREAS**, the City intends to apply for Section 5307 funds to cover Operational Assistance in the amount of \$1,000,000 with a 50% Local Share requirement, and Preventative Maintenance in the amount of \$222,588 with a 20% Local Share requirement; and

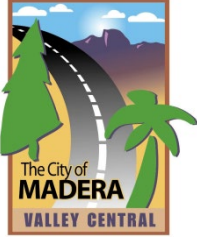
**WHEREAS**, the Local Share requirement will be met by applying State Transit Assistance Funds totaling \$1,055,647; and

**WHEREAS**, the City of Madera will provide all annual certifications and assurances to the FTA required for the projects.

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

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

\*\*\*\*\*



## REPORT TO CITY COUNCIL

**Approved by:**

Marcela Zuniga  
Marcela Zuniga, Grant Administrator

Arnoldo Rodriguez  
Arnoldo Rodriguez, City Manager

**Council Meeting of:** March 15, 2023

**Agenda Number:** D-5

**SUBJECT:**

Department of Housing and Community Development Affordable Housing and Sustainable Communities (HCD AHSC) Program subordination documents for Esperanza Village

**RECOMMENDATION:**

Adopt a Resolution authorizing execution of subordination documents in conformance with AHSC Regulatory Agreement between HCD and Downtown Madera Housing Associates, a California Limited Partnership relating to the Esperanza Village project.

**SUMMARY:**

HCD and Downtown Madera Housing Associates (“Borrower”) have previously entered various loan documents for the Esperanza Project affordable housing project. As further consideration, HCD requires that Borrower enter a Regulatory Agreement. Per the recitals of the Regulatory Agreement a “material purpose of this Agreement is to regulate and restrict the occupancy, rents, operation, ownership and management of the Development in compliance with the Program requirements.”

The HCD Regulatory Agreement is set to close March 1st. Part of HCD requirements include subordination of junior lienholders. A subordination agreement was recorded on July 28, 2020, regarding the City Grant in the amount of \$946,000 and the City Grant in the amount of \$539,151. The City and MORES also entered an option agreement as described in a Memorandum of Agreement recorded on November 27, 2018. To effectuate the Regulatory Agreement and HCD funding, HCD requires that new subordination agreements be executed by the City.

**DISCUSSION:**

Esperanza Village is an affordable housing project located at 121, 125, 200, and 204 North C Street. The City along with Madera Opportunities for Resident Enrichment and Services, INC

(MORES), partnered in collaborating with the Downtown Madera Housing Associates to fund the project. This has occurred through various agreements which the City agreed to subordinate to HCD and other lenders. The HCD Regulatory Agreement ensures that affordable housing requirements and operation and management standards are met by the developer.

Staff is requesting Council consent to execute AHSC subordination documents to permit closure of the HCD Regulatory Agreement.

**FINANCIAL IMPACT:**

There is no financial impact as a consequence of executing loan subordination documents.

**ALTERNATIVES:**

As an alternative, Council may:

1. Decline the recommendation and direct staff to obtain additional information.

**ATTACHMENTS:**

1. Attachment A – Resolution
2. Attachment B – AHSC Subordination Agreement - City of Madera Loan
3. Attachment C – AHSC Subordination Agreement – Grantee Agreement
4. Attachment D - AHSC Subordination Agreement – Purchase Options

**RESOLUTION NO. 22-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,  
CALIFORNIA, AUTHORIZING EXECUTION OF SUBORDINATION  
AGREEMENTS IN CONFORMANCE WITH AFFORDABLE HOUSING AND  
SUSTAINABILITY COMMUNITIES (AHSC) REGULATORY AGREEMENT  
BETWEEN THE CALIFORNIA DEPARTMENT OF HOUSING AND  
COMMUNITY DEVELOPMENT AND DOWNTON MADERA HOUSING  
ASSOCIATES, A CALIFORNIA LIMITED PARTNERSHIP RELATING TO  
ESPERANZA VILLAGE PROJECT**

**WHEREAS**, for the last few years, the City of Madera has collaborated with various entities working on Esperanza Village, an affordable housing project located at 121, 125, 200, and 204 North C Street; and

**WHEREAS**, this collaboration has occurred in different ways including through various agreements wherein the City agreed to subordinate its security interests; and

**WHEREAS**, a subordination agreement was recorded on July 28, 2020, regarding a City grant in the amount of \$946,000 and City grant in the amount of \$539,151; and

**WHEREAS**, the City and MORES entered an option agreement as described in a Memorandum of Agreement recorded on November 27, 2018; and

**WHEREAS**, the Department of Housing and Community Development Affordable Housing and Sustainable Communities (HCD AHSC) Program and the Downtown Madera Housing Associates, a limited Partnership entered into various loan documents for the Esperanza Village affordable housing project; and

**WHEREAS**, HCD requires that Downtown Madera Housing Associates, a limited Partnership enter and execute a Regulatory Agreement which is set to close on March 1, 2023; and

**WHEREAS**, a material purpose of the Regulatory Agreement is to regulate and restrict the occupancy, rents, operation, ownership and management of the project in compliance with the HCD requirements; and

**WHEREAS**, to effectuate the Regulatory Agreement and HCD funding, HCD requires new subordination agreements be executed by the City.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA HEREBY** the City Council of the City of Madera finds, determines, resolves and orders as follows:

1. The above recitals are true and correct.
2. The City Council consents to execution of AHSC Subordination documents as required by HCD as set forth in Exhibits A, B, and C incorporated herein by reference.
3. The City Manager or designee is hereby authorized to execute all required documents.
4. This resolution is effective immediately upon adoption.

\*\*\*\*

**FREE RECORDING IN ACCORDANCE  
WITH CALIFORNIA GOVERNMENT  
CODE SECTION 27383 and 27388.1.**

RECORDING REQUESTED BY, AND  
WHEN RECORDED, MAIL TO:

State of California  
Department of Housing and  
Community Development  
P. O. Box 952052  
Sacramento, CA 94252-2052  
Attn: **Legal Affairs Division**  
Affordable Housing and Sustainable  
Communities (AHSC) Program  
**19-AHSC-12760**

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**SUBORDINATION AGREEMENT**

**NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.**

**THIS SUBORDINATION AGREEMENT** (the "Agreement") is dated as of March 1, 2023, for reference purposes only, and is entered into by and among the City of Madera, a municipal corporation (the "Junior Lienholder"), and Downtown Madera Housing Associates, a California Limited Partnership, a California limited partnership (the "Borrower"), and the Department of Housing and Community Development, a public agency of the State of California (the "Senior Lender").

**RECITALS**

A. Borrower is the owner of the fee simple interest in that real property described in Exhibit A attached hereto and made a part hereof (the "Property"). The Borrower has developed a 48-unit multifamily residential rental development on the Property (the "Improvements"). The Property and the Improvements are sometimes referred to collectively as the "Development."

B. The Junior Lienholder has made a loan to the Borrower in the principal sum of Five Hundred Thirty Nine Thousand One Hundred Fifty One and no/100 Dollars (\$539,151.00) (the "Junior Lienholder Loan"). The Junior Lienholder Loan is evidenced by a certain promissory note (the "Junior Lienholder Note"), secured by a certain deed of trust (the "Junior Lienholder Deed of Trust") recorded on July 28, 2020, as Instrument No. 2020-017388 in the

Official Records of Madera County, California (the "Official Records"). (The Junior Lienholder Deed of Trust, and all other documents evidencing or securing the Junior Lienholder Loan are collectively referred to herein as the "Junior Lienholder Documents.")

C. In order to finance the development of the Improvements, the Senior Lender has agreed to loan the Borrower a sum not to exceed Six Million Eight Hundred Eighteen Thousand Nine Hundred Eighty and no/100 Dollars (\$6,818,980.00) (the "AHSC Loan"), subject to the terms and conditions of: (i) a regulatory agreement restricting the use and occupancy of the Development and the income derived therefrom which shall be dated as of even date herewith and recorded concurrently herewith as an encumbrance on the Property in the Official Records (the "AHSC Regulatory Agreement"), and (ii) other loan documents. The AHSC Loan will be evidenced by a promissory note (the "AHSC Note"), the repayment of which will be secured by, among other things, a deed of trust by Borrower as trustor, to Senior Lender as beneficiary recorded concurrently herewith as an encumbrance on the Property in the Official Records (the "AHSC Deed of Trust") and by such other security as is identified in other loan documents. (The AHSC Regulatory Agreement, the AHSC Deed of Trust, the AHSC Note and all other documents evidencing or securing the AHSC Loan are collectively referred to herein as the "Senior Lender Documents.")

D. The Senior Lender is willing to make the AHSC Loan provided the AHSC Deed of Trust and the AHSC Regulatory Agreement are liens, claims or charges upon the Development prior and superior to the Junior Lienholder Documents, and provided that the Junior Lienholder specifically and unconditionally subordinates and subjects the Junior Lienholder Documents to the liens, claims or charges of the AHSC Deed of Trust and the AHSC Regulatory Agreement.

## AGREEMENT

**NOW, THEREFORE**, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to induce the Senior Lender to make its AHSC Loan, it is hereby declared, understood and agreed as follows:

1. The AHSC Regulatory Agreement and the AHSC Deed of Trust securing the AHSC Note in favor of the Senior Lender, and any and all renewals, modifications, extensions or advances thereunder or secured thereby (including interest thereon) shall unconditionally be and remain at all times liens, claims, or charges on the Development prior and superior to the Junior Lienholder Documents, and to all rights and privileges of the Junior Lienholder thereunder; and the Junior Lienholder Documents, together with all rights and privileges of the Junior Lienholder thereunder are hereby irrevocably and unconditionally subject and made subordinate to the liens, claims or charges of the AHSC Deed of Trust and the AHSC Regulatory Agreement.

2. This Agreement shall be the whole and only agreement with regard to the subordination of the Junior Lienholder Documents, together with all rights and privileges of the Junior Lienholder thereunder, to the liens, claims or charges of the AHSC Deed of Trust and the AHSC Regulatory Agreement, and this Agreement shall supersede and cancel any prior agreements to subordinate the claims, liens or charges of, but only insofar as would affect the priority between the claims, liens or charges of the Junior Lienholder Documents to the AHSC Deed of Trust and the AHSC Regulatory Agreement including, but not limited to, those provisions, if any, contained in the Junior Lienholder Documents, which provide for the subordination of the lien or charge thereof to another lien or charge on the Property or the Improvements. This agreement shall not limit, waive, modify or replace the requirement that the Senior Lienholder comply with IRC Section 42(h)(6)(E)(ii) as stated in the AHSC Regulatory Agreement.

3. The Junior Lienholder declares, agrees and acknowledges that:

(a) The Junior Lienholder consents and approves (i) all provisions of the AHSC Note, the AHSC Deed of Trust and the AHSC Regulatory Agreement, and (ii) all agreements among the Junior Lienholder, Borrower and Senior Lender for the disbursement of the proceeds of the AHSC Loan, including without limitation any loan escrow agreements which have been provided to the Junior Lienholder for review;

(b) The Senior Lender, in making disbursements of the AHSC Loan pursuant to the AHSC Note or any other agreement, is under no obligation or duty to, nor has the Senior Lender represented that it will, see to the application of such proceeds by the person or persons to whom the Senior Lender disburses such proceeds, and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part;

(c) That none of the execution, delivery or recordation of any of the AHSC Note, AHSC Deed of Trust, or AHSC Regulatory Agreement, or the performance of any provision, condition, covenant or other term thereof, will conflict with or result in a breach of the Junior Lienholder Documents or the Junior Lienholder Note; and

(d) The Junior Lienholder intentionally and unconditionally waives, relinquishes, subjects and subordinates the claims, liens or charges upon the Development of the Junior Lienholder Documents, all present and future indebtedness and obligations secured thereby, in favor of the claims, liens or charges upon the Development of the AHSC Deed of Trust and the AHSC Regulatory Agreement, and understands that in reliance upon, and in consideration of, this waiver, relinquishment, subjection, and subordination, the AHSC Loan and advances thereof are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be

entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment, subjection and subordination.

4. Senior Lender hereby agrees, but only as a separate and independent covenant of the Senior Lender and not as a condition to the continued effectiveness of the covenants and agreements of the Borrower and the Junior Lienholder as set forth herein, as follows:

(a) Following a notice from the Senior Lender to the Borrower that a default or breach exists under the terms of the Senior Lender Documents and each of them, the Senior Lender shall promptly (but in no event later than the following business day) send a copy of such notice to the Junior Lienholder and the Junior Lienholder shall have the right, but not the obligation, to cure the default as follows:

- (i) If the default is reasonably capable of being cured within thirty (30) days, as determined by the Senior Lender in its sole discretion, the Junior Lienholder shall have such period to effect a cure prior to exercise of remedies by Senior Lender under the Senior Lender Documents, or such longer period of time as may be specified in the Senior Lender Documents.
- (ii) If the default is such that it is not reasonably capable of being cured within thirty (30) days, as determined by the Senior Lender in its sole discretion, or such longer period if so specified, and if the Junior Lienholder (a) initiates corrective action within said period, and (b) diligently, continually, and in good faith works to effect a cure as soon as possible, then the Junior Lienholder shall have such additional time as is determined by the Senior Lender, in its sole discretion, to be reasonably necessary to cure the default prior to exercise of any remedies by Senior Lender.

In no event shall Senior Lender be precluded from exercising remedies if its security becomes or is about to become materially jeopardized by any failure to cure a default or the default is not cured within ninety (90) days after the first notice of default is given, or such longer period of time as may be specified in the Senior Lender Documents.

Nothing in this subparagraph (a) is intended to modify any covenant, term or condition contained in the Senior Lender Documents, including, without limitation, the covenant against creating or recording any liens or encumbrances against the Property without the prior written approval of the Senior Lender.

(b) The provisions of this paragraph 4 are intended to supplement, and not to limit, waive, modify or replace, those provisions of law pertaining to notice and cure rights of junior lenders including, without limitation, those set forth in California Civil Code sections 2924b

and 2924c.

5. The Senior Lender would not make the AHSC Loan without this Agreement.

6. This Agreement shall be binding on and inure to the benefit of the legal representatives, heirs, successors and assigns of the parties.

7. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

8. In the event that any party to this Agreement brings an action to interpret or enforce its rights under this Agreement, the prevailing party in such action shall be entitled to recover its costs and reasonable attorneys' fees as awarded by the court in such action.

9. This Agreement may be signed by different parties hereto in counterparts with the same effect as if the signatures to each counterpart were upon a single instrument. All counterparts shall be deemed an original of this Agreement.

**NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON (OR ENTITY) OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.**

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first set forth above and agree to be bound hereby:

**[Signatures follow on page 6 of this Subordination Agreement. Remainder of this page is blank.]**

**JUNIOR LIENHOLDER:**  
**City of Madera, a municipal corporation**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**APPROVED AS TO FORM:**

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

ITS: \_\_\_\_\_

**[Signatures must be acknowledged.]**

**[Signatures continue on page 7. Remainder of this page is blank.]**

**BORROWER:**

**Downtown Madera Housing Associates,  
a California Limited Partnership, a California  
limited partnership**

By: TPC Holdings VII, LLC,  
an Idaho limited liability company  
Its: Administrative General Partner

By: \_\_\_\_\_  
Caleb Roope, Manager

By: Madera Opportunities for Resident Enrichment  
and Services, Inc., a California nonprofit public  
benefit corporation  
Its: Managing General Partner

By: \_\_\_\_\_  
Robert Poythree, Board Chair & President

**[Signatures must be acknowledged.]**

**[Signatures continue on page 8. Remainder of this page is blank.]**

**SENIOR LENDER:**

**The Department of Housing and Community Development**, a public agency of the State of California

By: \_\_\_\_\_  
Eric Dauterive, Closings Manager

**[Signatures must be acknowledged.]**

DRAFT

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PROPERTY**

Real property in the City of Madera, County of Fresno, State of California, described as follows:

PARCEL ONE [APN: 007-082-013 FORMERLY KNOWN AS APN'S: 007-082-004 AND 007-082-005]

ALL OF LOT NINE (9) AND A STRIP OF LAND FIVE (5) FEET IN WIDTH RUNNING ALONG THE EXTREME SOUTHERLY SIDE OF LOT TEN (10) IN BLOCK THIRTEEN (13) OF THE CITY OF MADERA, ACCORDING TO MAP ENTITLED "MAP OF THE TOWN OF MADERA" FILED AND RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF COUNTY OF FRESNO, STATE OF CALIFORNIA, OCTOBER 7, 1876 IN VOL. 3 OF MAPS, AT PAGE 41.

TOGETHER WITH:

LOT EIGHT (8) IN BLOCK THIRTEEN (13) OF THE CITY OF MADERA, ACCORDING TO MAP ENTITLED "MAP OF THE TOWN OF MADERA" FILED AND RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF COUNTY OF FRESNO, STATE OF CALIFORNIA, OCTOBER 7, 1876 IN VOL. 3 OF MAPS, AT PAGE 41.

THE ABOVE LEGAL IS MADE PURSUANT TO NOTICE OF MERGER RECORDED OCTOBER 23, 2019 AS INSTRUMENT NO. 2019-24729 OF OFFICIAL RECORDS, MADERA COUNTY.

PARCEL TWO: [APN: 007-112-018 FORMERLY KNOWN AS APN'S: 007-112-014 AND 007-112-015]

LOT 1 AND THE NORTHWESTERLY HALF OF LOT 2 IN BLOCK 41 OF THE TOWN, NOW CITY OF MADERA, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 3, PAGE 49 OF MAPS, FRESNO COUNTY RECORDS.

TOGETHER WITH

THE SOUTHEAST ONE-HALF OF LOT 2; AND LOT 3, ALL IN BLOCK 41 OF THE TOWN, NOW CITY OF MADERA, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 3, PAGE 49 OF MAPS, FRESNO COUNTY RECORDS.

THE ABOVE LEGAL DESCRIPTION IS PURSUANT TO THAT NOTICE OF MERGER RECORDED OCTOBER 23, 2019 AS INSTRUMENT NO. 2019-24730 OF OFFICIAL RECORDS.

**FREE RECORDING IN ACCORDANCE  
WITH CALIFORNIA GOVERNMENT  
CODE SECTION 27383 and 27388.1.**

RECORDING REQUESTED BY, AND  
WHEN RECORDED, MAIL TO:

State of California  
Department of Housing and  
Community Development  
P. O. Box 952052  
Sacramento, CA 94252-2052  
Attn: **Legal Affairs Division**  
Affordable Housing and Sustainable  
Communities (AHSC) Program  
**19-AHSC-12760**

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**SUBORDINATION AGREEMENT**

**NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.**

**THIS SUBORDINATION AGREEMENT** (the "Agreement") is dated as of March 1, 2023, for reference purposes only, and is entered into by and among the City of Madera as the Success Housing Agency to the former Madera Redevelopment Agency (the "Junior Lienholder"), Madera Opportunities for Resident Enrichment and Services, Inc., a California nonprofit public benefit corporation (the "Grantee") and Downtown Madera Housing Associates, a California Limited Partnership, a California limited partnership (the "Borrower"), and the Department of Housing and Community Development, a public agency of the State of California (the "Senior Lender").

**RECITALS**

A. Borrower is the owner of the fee simple interest in that real property described in Exhibit A attached hereto and made a part hereof (the "Property"). The Borrower has developed a 48-unit multifamily residential rental development on the Property (the "Improvements"). The Property and the Improvements are sometimes referred to collectively as the "Development."

B. The Junior Lienholder and Grantee have entered into a Grantee Agreement affecting the use of the Development, recorded on August 10, 2020, as Instrument No. 2020-018636 in the Official Records of Madera County, California (the "Official Records") (the

"Junior Lienholder Grantee Agreement"). (The Junior Lienholder Grantee Agreement and all other documents evidencing or securing the Junior Lienholder Lien are collectively referred to herein as the "Junior Lienholder Documents.")

C. In order to finance the development of the Improvements, the Senior Lender has agreed to loan the Borrower a sum not to exceed Six Million Eight Hundred Eighteen Thousand Nine Hundred Eighty and no/100 Dollars (\$6,818,980.00) (the "AHSC Loan"), subject to the terms and conditions of: (i) a regulatory agreement restricting the use and occupancy of the Development and the income derived therefrom which shall be dated as of even date herewith and recorded concurrently herewith as an encumbrance on the Property in the Official Records (the "AHSC Regulatory Agreement"), and (ii) other loan documents. The AHSC Loan will be evidenced by a promissory note (the "AHSC Note"), the repayment of which will be secured by, among other things, a deed of trust by Borrower as trustor, to Senior Lender as beneficiary recorded concurrently herewith as an encumbrance on the Property in the Official Records (the "AHSC Deed of Trust") and by such other security as is identified in other loan documents. (The AHSC Regulatory Agreement, the AHSC Deed of Trust, the AHSC Note and all other documents evidencing or securing the AHSC Loan are collectively referred to herein as the "Senior Lender Documents.")

D. The Senior Lender is willing to make the AHSC Loan provided the AHSC Deed of Trust and the AHSC Regulatory Agreement are liens, claims or charges upon the Development prior and superior to the Junior Lienholder Documents, and provided that the Junior Lienholder specifically and unconditionally subordinates and subjects the Junior Lienholder Documents to the liens, claims or charges of the AHSC Deed of Trust and the AHSC Regulatory Agreement.

## **AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to induce the Senior Lender to make its AHSC Loan, it is hereby declared, understood and agreed as follows:

1. The AHSC Regulatory Agreement and the AHSC Deed of Trust securing the AHSC Note in favor of the Senior Lender, and any and all renewals, modifications, extensions or advances thereunder or secured thereby (including interest thereon) shall unconditionally be and remain at all times liens, claims, or charges on the Development prior and superior to the Junior Lienholder Documents, and to all rights and privileges of the Junior Lienholder thereunder; and the Junior Lienholder Documents, together with all rights and privileges of the Junior Lienholder thereunder are hereby irrevocably and unconditionally subject and made subordinate to the liens, claims or charges of the AHSC Deed of Trust and the AHSC Regulatory Agreement.

2. This Agreement shall be the whole and only agreement with regard to the subordination of the Junior Lienholder Documents, together with all rights and privileges of the Junior Lienholder thereunder, to the liens, claims or charges of the AHSC Deed of Trust and the AHSC Regulatory Agreement, and this Agreement shall supersede and cancel any prior agreements to subordinate the claims, liens or charges of, but only insofar as would affect the priority between the claims, liens or charges of the Junior Lienholder Documents to the AHSC Deed of Trust and the AHSC Regulatory Agreement including, but not limited to, those provisions, if any, contained in the Junior Lienholder Documents, which provide for the subordination of the lien or charge thereof to another lien or charge on the Property or the Improvements. This agreement shall not limit, waive, modify or replace the requirement that the Senior Lienholder comply with IRC Section 42(h)(6)(E)(ii) as stated in the AHSC Regulatory Agreement.

3. The Junior Lienholder declares, agrees and acknowledges that:

(a) The Junior Lienholder consents and approves (i) all provisions of the AHSC Note, the AHSC Deed of Trust and the AHSC Regulatory Agreement, and (ii) all agreements among the Junior Lienholder, Borrower and Senior Lender for the disbursement of the proceeds of the AHSC Loan, including without limitation any loan escrow agreements which have been provided to the Junior Lienholder for review;

(b) The Senior Lender, in making disbursements of the AHSC Loan pursuant to the AHSC Note or any other agreement, is under no obligation or duty to, nor has the Senior Lender represented that it will, see to the application of such proceeds by the person or persons to whom the Senior Lender disburses such proceeds, and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part;

(c) That none of the execution, delivery or recordation of any of the AHSC Note, AHSC Deed of Trust, or AHSC Regulatory Agreement, or the performance of any provision, condition, covenant or other term thereof, will conflict with or result in a breach of the Junior Lienholder Documents or the Junior Lienholder Note; and

(d) The Junior Lienholder intentionally and unconditionally waives, relinquishes, subjects and subordinates the claims, liens or charges upon the Development of the Junior Lienholder Documents, all present and future indebtedness and obligations secured thereby, in favor of the claims, liens or charges upon the Development of the AHSC Deed of Trust and the AHSC Regulatory Agreement, and understands that in reliance upon, and in consideration of, this waiver, relinquishment, subjection, and subordination, the AHSC Loan and advances thereof are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this

waiver, relinquishment, subjection and subordination.

4. Senior Lender hereby agrees, but only as a separate and independent covenant of the Senior Lender and not as a condition to the continued effectiveness of the covenants and agreements of the Borrower and the Junior Lienholder as set forth herein, as follows:

(a) Following a notice from the Senior Lender to the Borrower that a default or breach exists under the terms of the Senior Lender Documents and each of them, the Senior Lender shall promptly (but in no event later than the following business day) send a copy of such notice to the Junior Lienholder and the Junior Lienholder shall have the right, but not the obligation, to cure the default as follows:

- (i) If the default is reasonably capable of being cured within thirty (30) days, as determined by the Senior Lender in its sole discretion, the Junior Lienholder shall have such period to effect a cure prior to exercise of remedies by Senior Lender under the Senior Lender Documents, or such longer period of time as may be specified in the Senior Lender Documents.
- (ii) If the default is such that it is not reasonably capable of being cured within thirty (30) days, as determined by the Senior Lender in its sole discretion, or such longer period if so specified, and if the Junior Lienholder (a) initiates corrective action within said period, and (b) diligently, continually, and in good faith works to effect a cure as soon as possible, then the Junior Lienholder shall have such additional time as is determined by the Senior Lender, in its sole discretion, to be reasonably necessary to cure the default prior to exercise of any remedies by Senior Lender.

In no event shall Senior Lender be precluded from exercising remedies if its security becomes or is about to become materially jeopardized by any failure to cure a default or the default is not cured within ninety (90) days after the first notice of default is given, or such longer period of time as may be specified in the Senior Lender Documents.

Nothing in this subparagraph (a) is intended to modify any covenant, term or condition contained in the Senior Lender Documents, including, without limitation, the covenant against creating or recording any liens or encumbrances against the Property without the prior written approval of the Senior Lender.

(b) The provisions of this paragraph 4 are intended to supplement, and not to limit, waive, modify or replace, those provisions of law pertaining to notice and cure rights of junior lenders including, without limitation, those set forth in California Civil Code sections 2924b and 2924c.

5. The Senior Lender would not make the AHSC Loan without this Agreement.

6. This Agreement shall be binding on and inure to the benefit of the legal representatives, heirs, successors and assigns of the parties.

7. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

8. In the event that any party to this Agreement brings an action to interpret or enforce its rights under this Agreement, the prevailing party in such action shall be entitled to recover its costs and reasonable attorneys' fees as awarded by the court in such action.

9. This Agreement may be signed by different parties hereto in counterparts with the same effect as if the signatures to each counterpart were upon a single instrument. All counterparts shall be deemed an original of this Agreement.

**NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON (OR ENTITY) OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.**

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first set forth above and agree to be bound hereby:

**[Signatures follow on page 6 of this Subordination Agreement. Remainder of this page is blank.]**

**JUNIOR LIENHOLDER:**  
**City of Madera as the Success Housing Agency  
to the former Madera Redevelopment Agency**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**APPROVED AS TO FORM:**

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

ITS: \_\_\_\_\_

**[Signatures must be acknowledged.]**

**[Signatures continue on page 7. Remainder of this page is blank.]**

**GRANTEE:**

**Madera Opportunities for Resident Enrichment and Services, Inc.**, a California nonprofit public benefit corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**[Signatures must be acknowledged.]**

**[Signatures continue on page 8. Remainder of this page is blank.]**

DRAFT

**BORROWER:**

**Downtown Madera Housing Associates,  
a California Limited Partnership, a California  
limited partnership**

By: TPC Holdings VII, LLC,  
an Idaho limited liability company  
Its: Administrative General Partner

By: \_\_\_\_\_  
Caleb Roope, Manager

By: Madera Opportunities for Resident Enrichment  
and Services, Inc., a California nonprofit public  
benefit corporation  
Its: Managing General Partner

By: \_\_\_\_\_  
Robert Poythree, Board Chair & President

**[Signatures must be acknowledged.]**

**[Signatures continue on page 9. Remainder of this page is blank.]**

**SENIOR LENDER:**  
**The Department of Housing and Community  
Development, a public agency of the State of California**

By: \_\_\_\_\_  
Eric Dauterive, Closings Manager

**[Signatures must be acknowledged.]**

DRAFT

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PROPERTY**

Real property in the City of Madera, County of Fresno, State of California, described as follows:

PARCEL ONE [APN: 007-082-013 FORMERLY KNOWN AS APN'S: 007-082-004 AND 007-082-005]

ALL OF LOT NINE (9) AND A STRIP OF LAND FIVE (5) FEET IN WIDTH RUNNING ALONG THE EXTREME SOUTHERLY SIDE OF LOT TEN (10) IN BLOCK THIRTEEN (13) OF THE CITY OF MADERA, ACCORDING TO MAP ENTITLED "MAP OF THE TOWN OF MADERA" FILED AND RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF COUNTY OF FRESNO, STATE OF CALIFORNIA, OCTOBER 7, 1876 IN VOL. 3 OF MAPS, AT PAGE 41.

TOGETHER WITH:

LOT EIGHT (8) IN BLOCK THIRTEEN (13) OF THE CITY OF MADERA, ACCORDING TO MAP ENTITLED "MAP OF THE TOWN OF MADERA" FILED AND RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF COUNTY OF FRESNO, STATE OF CALIFORNIA, OCTOBER 7, 1876 IN VOL. 3 OF MAPS, AT PAGE 41.

THE ABOVE LEGAL IS MADE PURSUANT TO NOTICE OF MERGER RECORDED OCTOBER 23, 2019 AS INSTRUMENT NO. 2019-24729 OF OFFICIAL RECORDS, MADERA COUNTY.

PARCEL TWO: [APN: 007-112-018 FORMERLY KNOWN AS APN'S: 007-112-014 AND 007-112-015]

LOT 1 AND THE NORTHWESTERLY HALF OF LOT 2 IN BLOCK 41 OF THE TOWN, NOW CITY OF MADERA, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 3, PAGE 49 OF MAPS, FRESNO COUNTY RECORDS.

TOGETHER WITH

THE SOUTHEAST ONE-HALF OF LOT 2; AND LOT 3, ALL IN BLOCK 41 OF THE TOWN, NOW CITY OF MADERA, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 3, PAGE 49 OF MAPS, FRESNO COUNTY RECORDS.

THE ABOVE LEGAL DESCRIPTION IS PURSUANT TO THAT NOTICE OF MERGER RECORDED OCTOBER 23, 2019 AS INSTRUMENT NO. 2019-24730 OF OFFICIAL RECORDS.

**Free recording in accordance  
with California Government  
Code section 27383 and 27388.1.**

RECORDING REQUESTED BY, AND  
WHEN RECORDED, MAIL TO:

State of California  
Department of Housing and  
Community Development  
P. O. Box 952052  
Sacramento, CA 94252-2052  
Attn: **Legal Affairs Division**  
Affordable Housing and Sustainable  
Communities (AHSC) Program  
**19-AHSC-12760**

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### **SUBORDINATION AGREEMENT**

**NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.**

**THIS SUBORDINATION AGREEMENT** (the "Agreement") is dated as of March 1, 2023, for reference purposes only, and is entered into by City of Madera, a municipal corporation (the "City"), Madera Opportunities for Resident Enrichment and Services, Inc., a California nonprofit public benefit corporation, (the "Optionee") and Downtown Madera Housing Associates, a California Limited Partnership, a California limited partnership (the "Partnership"), and the Department of Housing and Community Development, a public agency of the State of California (the "Department").

### **RECITALS**

A. Partnership is the owner of the fee simple interest in that real property described in Exhibit A attached hereto and made a part hereof (the "Property"). Partnership has developed a 48-unit multifamily residential rental development on the Property (the "Improvements"). The Property and the Improvements are sometimes referred to collectively as the "Development."

B. The City has granted to Optionee an option to purchase the Development, pursuant to those specified terms and conditions contained in the Memorandum of Option Agreement,

dated October 10, 2018, recorded on November 27, 2018, as Instrument No. 2018026446, in the Official Records of Madera County, California (the "Official Records"), (the "Purchase Option").

C. The Purchase Option, together with any exhibits, and all other documents which evidence, guaranty, secure, or otherwise pertain to the Purchase Option collectively constitute the "Subordinate Documents."

D. In order to finance the development of the Improvements, the Department has agreed to loan the Partnership a sum not to exceed Six Million Eight Hundred Eighteen Thousand Nine Hundred Eighty and no/100 Dollars (\$6,818,980.00) (the "AHSC Loan"), subject to the terms and conditions of: (i) a regulatory agreement restricting the use and occupancy of the Development and the income derived therefrom which shall be dated as of even date herewith and recorded concurrently herewith as an encumbrance on the Property in the Official Records (the "AHSC Regulatory Agreement"), and (ii) other loan documents. The AHSC Loan will be evidenced by a promissory note (the "AHSC Note"), the repayment of which will be secured by, among other things, a deed of trust by Partnership as trustor, to Department as beneficiary recorded concurrently herewith as an encumbrance on the Property in the Official Records (the "AHSC Deed of Trust") and by such other security as is identified in other loan documents.

E. The Partnership and the Optionee desire the Department to make the AHSC Loan. The Department is willing to make the AHSC Loan provided the AHSC Deed of Trust and the AHSC Regulatory Agreement are liens, claims or charges upon the Development prior and superior to the Subordinate Documents, and provided that the Optionee specifically and unconditionally subordinates and subjects the Subordinate Documents to the liens, claims or charges of the AHSC Deed of Trust and the AHSC Regulatory Agreement.

## **AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to induce the Department to make its AHSC Loan, it is hereby declared, understood and agreed as follows:

1. The AHSC Regulatory Agreement and the AHSC Deed of Trust securing the AHSC Note in favor of the Department, and any and all renewals, modifications, extensions or advances thereunder or secured thereby (including interest thereon) shall unconditionally be and remain at all times liens, claims, or charges on the Development prior and superior to the Subordinate Documents, and to all rights and privileges of the Optionee thereunder; and the Subordinate Documents, together with all rights and privileges of the Optionee thereunder are hereby irrevocably and unconditionally subject and made subordinate to the liens, claims or charges of the AHSC Deed of Trust and the AHSC Regulatory Agreement.

2. This Agreement shall be the whole and only agreement with regard to the subordination of the Subordinate Documents, together with all rights and privileges of the Optionee thereunder, to the liens, claims or charges of the AHSC Deed of Trust and the AHSC Regulatory Agreement, and this Agreement shall supersede and cancel any prior agreements to subordinate the claims, liens or charges of, but only insofar as would affect the priority between the claims, liens or charges of the Subordinate Documents to the AHSC Deed of Trust and the AHSC Regulatory Agreement including, but not limited to, those provisions, if any, contained in the Subordinate Documents, which provide for the subordination of the lien or charge thereof to another lien or charge on the Property or the Improvements. This agreement shall not limit, waive, modify or replace the requirement that the Senior Lienholder comply with IRC Section 42(h)(6)(E)(ii) as stated in the AHSC Regulatory Agreement.

3. The Partnership and the Optionee declares, agrees and acknowledges that:

(a) The Optionee consents and approves (i) all provisions of the AHSC Note, the AHSC Deed of Trust and the AHSC Regulatory Agreement, and (ii) all agreements among the Optionee, Partnership, and Department for the disbursement of the proceeds of the AHSC Loan, including without limitation any loan escrow agreements which have been provided to the Optionee for review;

(b) The Department, in making disbursements of the AHSC Loan pursuant to the AHSC Note or any other agreement, is under no obligation or duty to, nor has the Department represented that it will, see to the application of such proceeds by the person or persons to whom the Department disburses such proceeds, and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part;

(c) That none of the execution, delivery or recordation of any of the AHSC Note, AHSC Deed of Trust, or AHSC Regulatory Agreement, or the performance of any provision, condition, covenant or other term thereof, will conflict with or result in a breach of the Subordinate Documents; and

(d) The Optionee intentionally and unconditionally waives, relinquishes, subjects and subordinates the claims, liens or charges upon the Development of the Subordinate Documents, all present and future indebtedness and obligations secured thereby, in favor of the claims, liens or charges upon the Development of the AHSC Deed of Trust and the AHSC Regulatory Agreement, and understands that in reliance upon, and in consideration of, this waiver, relinquishment, subjection, and subordination, the AHSC Loan and advances thereof are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would

not be made or entered into but for said reliance upon this waiver, relinquishment, subjection and subordination.

4. The Department would not make the AHSC Loan without this Agreement.

5. This Agreement shall be binding on and inure to the benefit of the legal representatives, heirs, successors and assigns of the parties.

6. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

7. In the event that any party to this Agreement brings an action to interpret or enforce its rights under this Agreement, the prevailing party in such action shall be entitled to recover its costs and reasonable attorneys' fees as awarded by the court in such action.

8. This Agreement may be signed by different parties hereto in counterparts with the same effect as if the signatures to each counterpart were upon a single instrument. All counterparts shall be deemed an original of this Agreement.

**NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON (OR ENTITY) OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.**

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first set forth above and agree to be bound hereby:

**[Signatures follow on page 5 of this Subordination Agreement. Reminder of this page is blank.]**

**CITY:**

**City of Madera**, a municipal corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**APPROVED AS TO FORM:**

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

ITS: \_\_\_\_\_

**[Signatures follow on page 6 of this Subordination Agreement. Reminder of this page is blank.]**

**[All signatures must be acknowledged.]**

**OPTIONEE:**

**Madera Opportunities for Resident Enrichment and Services, Inc.**, a California nonprofit public benefit corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**[Signatures follow on page 7 of this Subordination Agreement. Reminder of this page is blank.]**

**[All signatures must be acknowledged.]**

**PARTNERSHIP:**

**Downtown Madera Housing Associates,  
a California Limited Partnership**, a California  
limited partnership

By: TPC Holdings VII, LLC,  
an Idaho limited liability company  
Its: Administrative General Partner

By: \_\_\_\_\_  
Caleb Roope, Manager

By: Madera Opportunities for Resident Enrichment  
and Services, Inc., a California nonprofit public  
benefit corporation  
Its: Managing General Partner

By: \_\_\_\_\_  
Robert Poythree, Board Chair & President

**[Signatures follow on page 7 of this Subordination Agreement. Reminder of this page  
is blank.]**

**[All signatures must be acknowledged.]**

**SENIOR LENDER:**

**The Department of Housing and Community**

**Development, a public agency of the State of California**

By: \_\_\_\_\_  
Eric Dauterive, Closings Manager

**[All signatures must be acknowledged.]**

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PROPERTY**

Real property in the City of Madera, County of Fresno, State of California, described as follows:

PARCEL ONE [APN: 007-082-013 FORMERLY KNOWN AS APN'S: 007-082-004 AND 007-082-005]

ALL OF LOT NINE (9) AND A STRIP OF LAND FIVE (5) FEET IN WIDTH RUNNING ALONG THE EXTREME SOUTHERLY SIDE OF LOT TEN (10) IN BLOCK THIRTEEN (13) OF THE CITY OF MADERA, ACCORDING TO MAP ENTITLED "MAP OF THE TOWN OF MADERA" FILED AND RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF COUNTY OF FRESNO, STATE OF CALIFORNIA, OCTOBER 7, 1876 IN VOL. 3 OF MAPS, AT PAGE 41.

TOGETHER WITH:

LOT EIGHT (8) IN BLOCK THIRTEEN (13) OF THE CITY OF MADERA, ACCORDING TO MAP ENTITLED "MAP OF THE TOWN OF MADERA" FILED AND RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF COUNTY OF FRESNO, STATE OF CALIFORNIA, OCTOBER 7, 1876 IN VOL. 3 OF MAPS, AT PAGE 41.

THE ABOVE LEGAL IS MADE PURSUANT TO NOTICE OF MERGER RECORDED OCTOBER 23, 2019 AS INSTRUMENT NO. 2019-24729 OF OFFICIAL RECORDS, MADERA COUNTY.

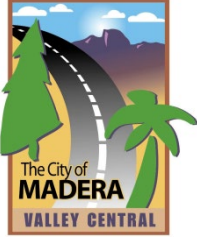
PARCEL TWO: [APN: 007-112-018 FORMERLY KNOWN AS APN'S: 007-112-014 AND 007-112-015]

LOT 1 AND THE NORTHWESTERLY HALF OF LOT 2 IN BLOCK 41 OF THE TOWN, NOW CITY OF MADERA, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 3, PAGE 49 OF MAPS, FRESNO COUNTY RECORDS.

TOGETHER WITH

THE SOUTHEAST ONE-HALF OF LOT 2; AND LOT 3, ALL IN BLOCK 41 OF THE TOWN, NOW CITY OF MADERA, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 3, PAGE 49 OF MAPS, FRESNO COUNTY RECORDS.

THE ABOVE LEGAL DESCRIPTION IS PURSUANT TO THAT NOTICE OF MERGER RECORDED OCTOBER 23, 2019 AS INSTRUMENT NO. 2019-24730 OF OFFICIAL RECORDS.



## REPORT TO CITY COUNCIL

**Approved by:**

**Council Meeting of:** March 15, 2023

*Joseph Hebert*

**Agenda Number:** E-1

Joseph Hebert, Parks & Community Services Director

*Arnoldo Rodriguez*

Arnoldo Rodriguez, City Manager

### **SUBJECT:**

Lions Town & Country Trail Update #2

### **RECOMMENDATION:**

This report is submitted for City Council (Council) consideration of options in the pursuit of funding for the Lions Town & Country Park trail system conditions and rehabilitation plans

### **SUMMARY:**

Lions Town & Country Park (LTC) is the City's largest park and consist of approximately 50 acres. One of the park's amenities includes its trail system spanning over one mile. The Parks Maintenance division is responsible for the maintenance of the trail system at LTC, as well as all other trails in the City.

The LTC trail is in need of repair. During the October 19, 2022, regular meeting of the Council, staff presented an informational report on the trail system conditions and rehabilitation plans, with no action being requested. Staff is now presenting on the trail system conditions and rehabilitation plans, with a request for guidance on possible funding for the needed repairs of the trail.

### **DISCUSSION:**

The LTC trail is made up of decomposed granite (DG). This material is a common and popular material found across gardens, pathways, walking trails, etc., and can be compacted to create a beautiful, natural surface while remaining firm and permeable. Although DG is a common material, it also presents a series of issues over time. Some of these include the lack of solid surfacing DG can ultimately provide, especially with the amount of foot traffic the trail experiences. This means DG needs to be regularly refilled, as the DG shifts and rearranges from

the activity it is privy to. Over time, loose DG easily erodes and becomes muddy when wet. This then results in uneven solid surfacing that can lead to potholes and poor drainage. This combination together results in wet, muddy areas of puddles in the potholes.

To address the needed rehabilitation of the LTC trail, in 2020 staff began an estimate of probable construction costs for the trail, taking into consideration the desired end-results of the project. This included such work needed as clearing and grubbing, subgrade preparation, installation of asphalt concrete, striping, and earthwork excavation, to name a few. The engineer's estimate of probable construction costs placed the project cost at \$772,820. The project became tracked as Capital Improvement Project (CIP) PK-00071. However, funding for the project was, and remains, undetermined.

To bring urgency back to the needed rehabilitation of the LTC trail, on April 17, 2022, staff submitted a funding allocation request through Congressman Jim Costa's Office under the FY 2023 Transportation, Housing and Urban Development Appropriations Community Project for \$850,000. The amount took into consideration the last project estimated cost was completed in 2020, and cost for materials, labor, etc., have increased since then. Requested funding was not awarded.

Most recently in 2023, staff has completed, or is planning, the following efforts:

1. Staff is anticipating submitting a grant application for the Recreational Trails Program (RTP). The RTP is administered by the Office of Grants and Local Services (OGALS) and provides funds annually to develop non-motorized recreational trails and trails-related facilities. This grant cycle there are \$6.7 million available to fund projects for the 2024-2026 federal fund year. The application deadline is June 15, 2023 and does require at a minimum a 12 percent match funding.
2. Staff is anticipating submitting a grant application for the Clean California Local Grant Program (CCLGP) Cycle 2 with the grant application due April 28, 2023. CCLGP funds are intended to go to local communities to beautify and improve local streets and roads, tribal lands, parks, pathways, and transit centers. Through the combination of adding beautification measures and art in public spaces along with the removal of litter and debris, this effort will enhance communities and improve spaces for walking and recreation. An anticipated \$100 million is available and would be awarded late summer 2023. The City was successful in Cycle 1 of the CCLGP funding opportunity, being awarded \$832,350 for litter abatement and improvement projects along the Fresno River and Vernon McCullough River Trail.
3. Assemblymember Esmeralda Soria met with staff and City officials on March 2, 2023. During this meeting, staff identified the LTC trail repairs, in addition to other projects, as a project needing funding. Assemblymember Soria indicated the State's budget will be tight due to less-than-anticipated revenues, but she is willing to advocate for the City.

4. It should also be noted that at time of Council meeting on March 15, 2023, staff will have submitted a congressionally directed spending request through Senator Dianne Feinstein's office for the FY24 Appropriations due March 10, 2023. The request is for improvements at LTC Park, including the trail repairs, amphitheater upgrades, playground equipment additions, and parking lot expansion plans.

**FINANCIAL IMPACT:**

The 2020 engineer's estimate of probable construction costs for the trail indicated the LTC trail project cost at \$772,820. This included such work needed as clearing and grubbing, subgrade preparation, install of asphalt concrete, striping, and earthwork excavation. Taking the 2020 estimate, escalating 3 percent per year for 3 years, plus an additional 10 percent contingency would equate to an estimate of \$926,611 for needed trail repairs in today's market.

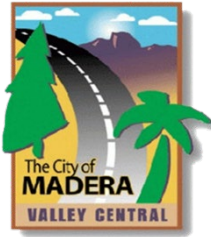
As they stand, the repairs needed at LTC Park for the trail system are unfunded.

**ALTERNATIVES:**

Alternatives will be considered as part of Council discussion.

**ATTACHMENTS:**

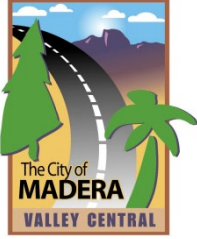
None



Madera City Council Agenda  
03/15/23

Agenda Item E-2  
Emergency Repairs to Avenue 13 Sewer Trunk Main at  
Granada Drive – Update #4

There is no written report for this item.



## REPORT TO CITY COUNCIL

**Approved by:**

Marcela Zuniga  
Marcela Zuniga, Grants Administrator

Arnoldo Rodriguez  
Arnoldo Rodriguez, City Manager

**Council Meeting of:** March 15, 2023

**Agenda Number:** E-3

**SUBJECT:**

Informational item on the progress of the Madera Transit Plan – Fixed Route System Revision

**RECOMMENDATION:**

Information item on the revision of the City's Transit (Madera Metro) Fixed Route System. No action is being requested; however, this item will be presented to Council once documents are finalized.

**SUMMARY:**

During the April 21, 2021, Council meeting, WSP USA, Inc. (Consultant) was awarded the service agreement valued at \$100,000 for developing the Madera Transit Plan – Service Assessment (MTP). The MTP was funded through the CalTrans – Sustainable Community Transportation Planning Grant to evaluate the City's transit system and devise operational and policy changes to improve transit services. Goals included, but were not limited to:

- Improving connectivity with other modes of transportation
- Enhancing systems to advance multi-modal transportation within the region
- Improving efficiency and headways times through service evaluation, and
- Redesign and restructuring the City's three fixed routes

Phase One of the project concluded with the following deliverables:

- Madera Metro Service Design Guidelines
- Madera Transit Plan

Council adopted the Service Design Guidelines and the Madera Transit Plan on September 21, 2022.

On July 20, 2022, the Consultant was awarded the Phase Two Agreement – “Outreach and Implementation.” Phase Two focused on redesigning and restructuring the Transit System through Public Outreach. Phase Two was initially scheduled to conclude on April 30, 2023. still, as the plan evolved, it became increasingly apparent that the Implementation component of the project would require more planning than initially assumed.

On March 1, 2023, Council adopted Amendment No.1 to the Phase 2 Agreement referenced as “Network Implementation.” Amendment No. 1 to the Agreement aims to develop implementation strategies for Madera Metro’s newly designed fixed route system. The current Agreement will sunset on July 30, 2023.

**DISCUSSION:**

The Madera Transit Plan – Services Assessment (MTP) was designed to contribute to the 2014 Regional Transportation Plan (RTP) goals and the regional 2017 Active Transportation Plan (ATP)., The City lacked the necessary information to effectively plan and invest capital dollars into the City’s transit system. The MTP resulted in two Phases to capture the complete design and detail of the Plan.

Table one summarizes the phases of the Madera Transit Plan and the associated Agreement costs:

<b>Table 1: Madera Transit Plan Summary</b>			
	<i>Description</i>	<i>Date of Completion</i>	<i>Cost<sup>^</sup></i>
Phase 1*	Research and development of guidelines and principles, standardizing practices to enhance the City Transit System, and recommendations for redesigning and restructuring the City’s Transit System.	July 2022	\$100,000
Phase 2	Implement the redesign and restructure through public outreach, community engagement, and Madera Metro’s newly designed fixed route system.	April 2023	\$87,391
Phase 2 – Amendment No. 1	Network Implementation	Underway	\$41,858
<b>Overall Project Cost</b>			<b>\$229,250</b>
^Rounded to the nearest dollar			
*Current Agreement will sunset on July 31, 2023			

The Madera Transit Plan - Services Assessment was part of Phase One of the Service Agreement and included:

- Facilitation of community forums and committee meetings
- Compilation of survey results of community needs and transit deficiencies
- Facilitation of stakeholder interviews and presentations
- Cataloging, mapping, and inspecting all fixed route bus stops (including bike paths/lane accessibility)
- Confirmation of headways on all fixed routes
- Evaluation of current fixed routes deficiencies
- Recommendations for the redesign and restructuring of all fixed routes

Phase Two of the Service Agreement targeted Outreach and Implementation. Community feedback on the proposed route schedules was solicited through multiple modes of outreach. The Outreach component was completed between September 2022 through November 2022 at the following venues:

- Madera County District Fair
- Booth at the Park/Old Timer's Day Parade
- Madera Community College
- Pan-American Center Presentation
- Pomegranate Festival
- Madera Metro Transit Buses (On-Board Surveys)
- Community forum at Madera County Transportation Commissions Conference Room
- Community forum at City Hall Council of Chambers

The Network Implementation component of Phase Two focuses on strategies and the development of resources to notify the community of the proposed changes to the Madera Metro Transit System.

The Network Implementation component includes finalizing changes to Madera Metro's route schedules. Feedback on the proposed routes has been provided by:

- City Council
- City Employees
- County Employees
- Transit Advisory Board Members
- ADA – Advisory Council Members
- Community Stakeholders (Madera Unified School District, Madera Community College, Madera County Social Service/Health Department)

- Community Residents
- WSP USA. INC

MTP goals addressed in the proposed plan include:

- Removal of excessive turns to improve On-Time Performance
- Identification of new transfer points to improve connectivity
- Increase service with the inclusion of service provided to North and Southeast Madera
- Access to key destinations across the City
- Addition of a fourth route; Blue Line

The City's existing Fixed Route System consists of 103 stops. Changes to the existing routes include:

- Removal of 46 stops
- Addition of 64 stops

The proposed changes resulted in an increase of 18 bus stops. Therefore, the total number of proposed bus stops is scheduled to be 121.

#### **FINANCIAL IMPACT:**

Transit expenses and personnel time is expended through Local Transportation Funds and other Transit-related grants, which are Federal, State, and Local Funds. The total length of the agreement with WSP USA, Inc was funded through State Funds (Caltrans Planning Grant and State Transit Assistance Funds)

#### **ALTERNATIVES:**

As an alternative, Council may:

1. Provide staff with recommendations for the proposed route changes.
2. Reject the proposed routes and direct staff and the consultant for additional revisions.
3. Request additional information from staff.

#### **ATTACHMENTS:**

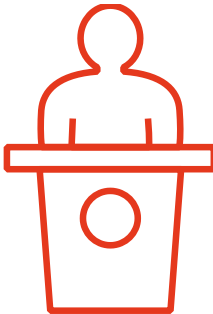
4. Attachment A – WSP USA, Inc. Presentation

# Madera Transit Plan

Revised Route Proposals

March 15<sup>th</sup>, 2023

# Introductions



<b>Project Team</b>	
<b>City of Madera</b>	David Huff Marcela Zuniga
<b>WSP</b>	Lauren Tsoi Erik Bird Arturo Jacobo
<b>VRPA</b>	Georgiena Vivian Dena Graham



# Today's Agenda

1. Project Recap
2. MTP Development Process
3. Revised Route Proposals
4. Walmart Access Update
5. Next Steps



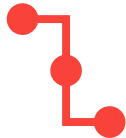
# Project Recap

# MTP Goals

**Remove  
Excessive Turns**



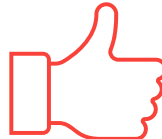
**Create Better  
Transfer Points**



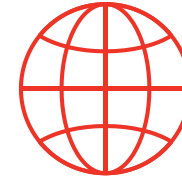
**Provide Access to  
Key Destinations**



**Make the System  
Easier to Use**



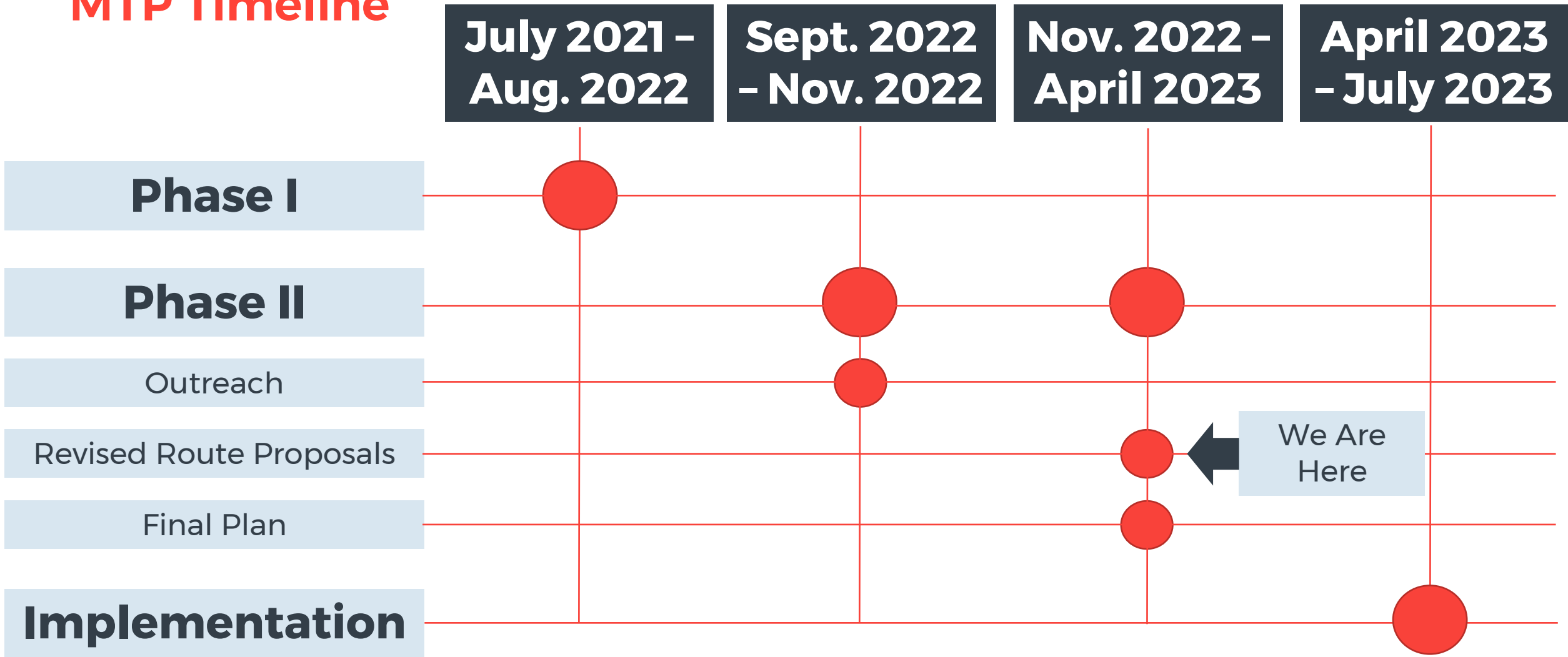
**Serve New Areas  
of the City**



**Increase  
Ridership**



# MTP Timeline



# Community Engagement

- Six pop-up events
  - *Informal opportunities for the project team to solicit input in places where residents would already be*
  - *Included onboard survey on Route 1*
- Two community forums
  - *Offered in person and virtual (via Facebook Live) attendance options*
  - *Presented routes and provided project flyers, comment cards, survey (physical and online versions), and large display boards showing the proposed routes*

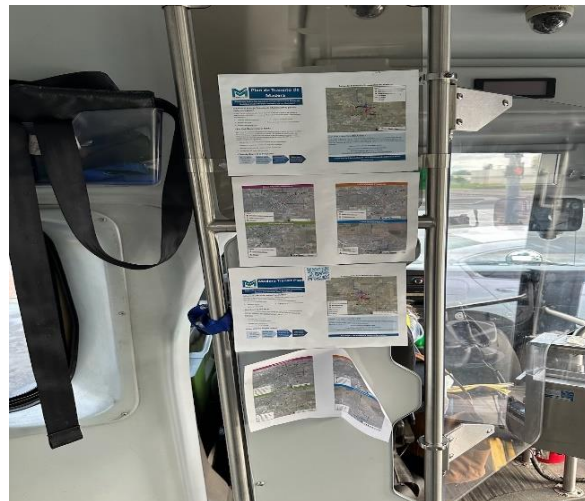
Community Forum 2  
(10/27/2022)



Pomegranate Festival  
(11/5/2022)



Onboard Survey -  
Route 1 (11/9/2022)



Pan-American Center  
Presentation (10/24/2022)



# Community Engagement

- 8 events held
- 300 flyers distributed
- 133 community forum attendees
  - 4 *in person*, 3 *via Facebook Live*, 126 *viewers after posting*
- 72 surveys completed
- 17 comment cards completed

Majority of survey respondents don't use Madera Metro services

Medical and school trips most common among survey respondents

More stops requested in the southeast part of the city

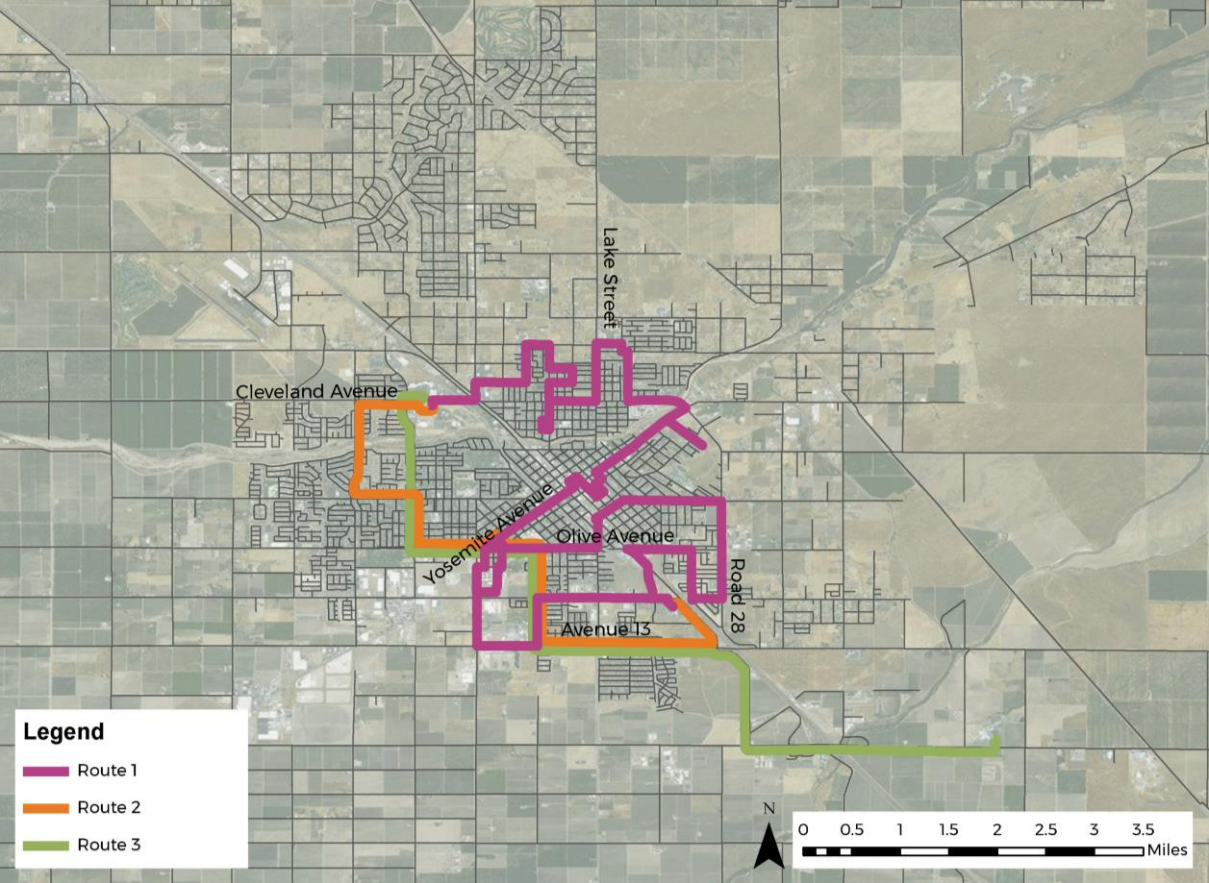
Majority of survey respondents agree with proposed routes

Riders want service extended to new areas of the city

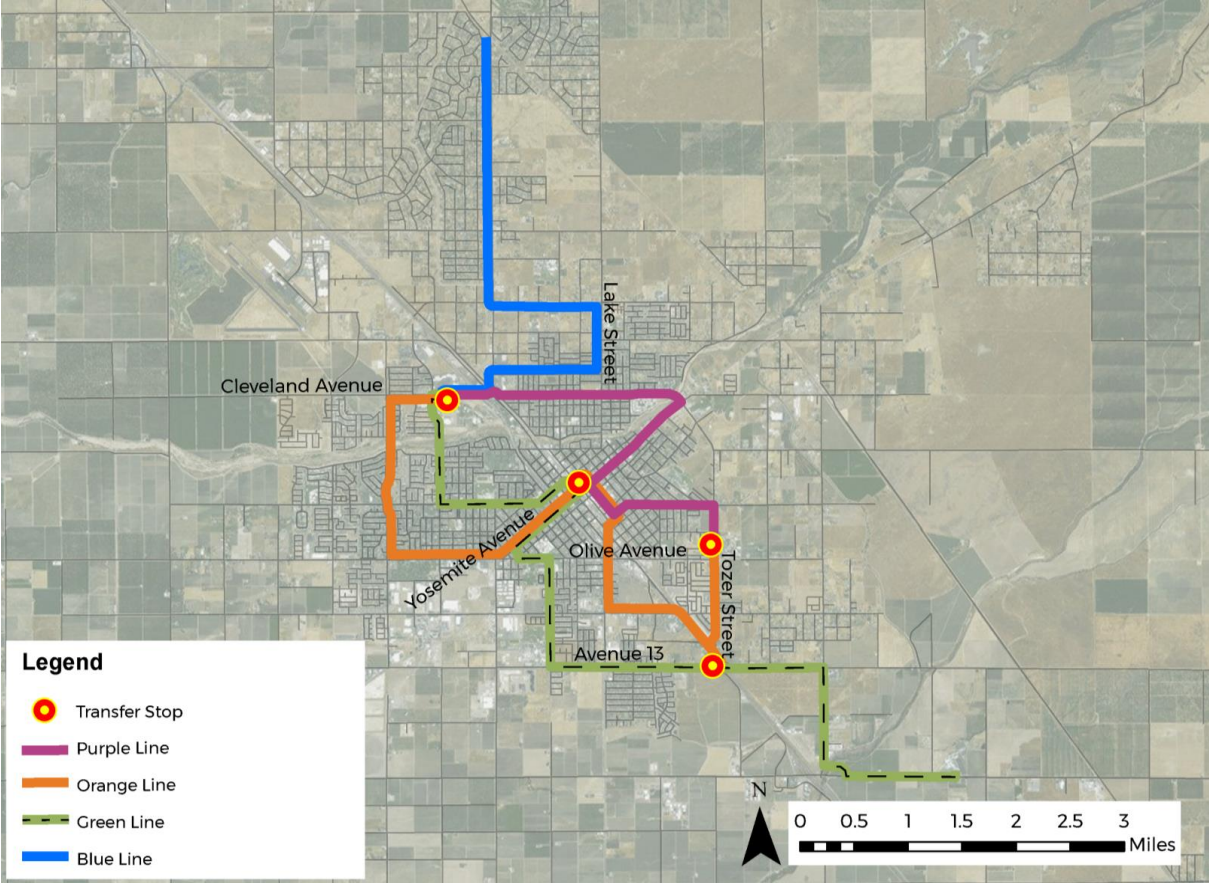
# Revised Route Proposals

# System Map Comparison

## Existing

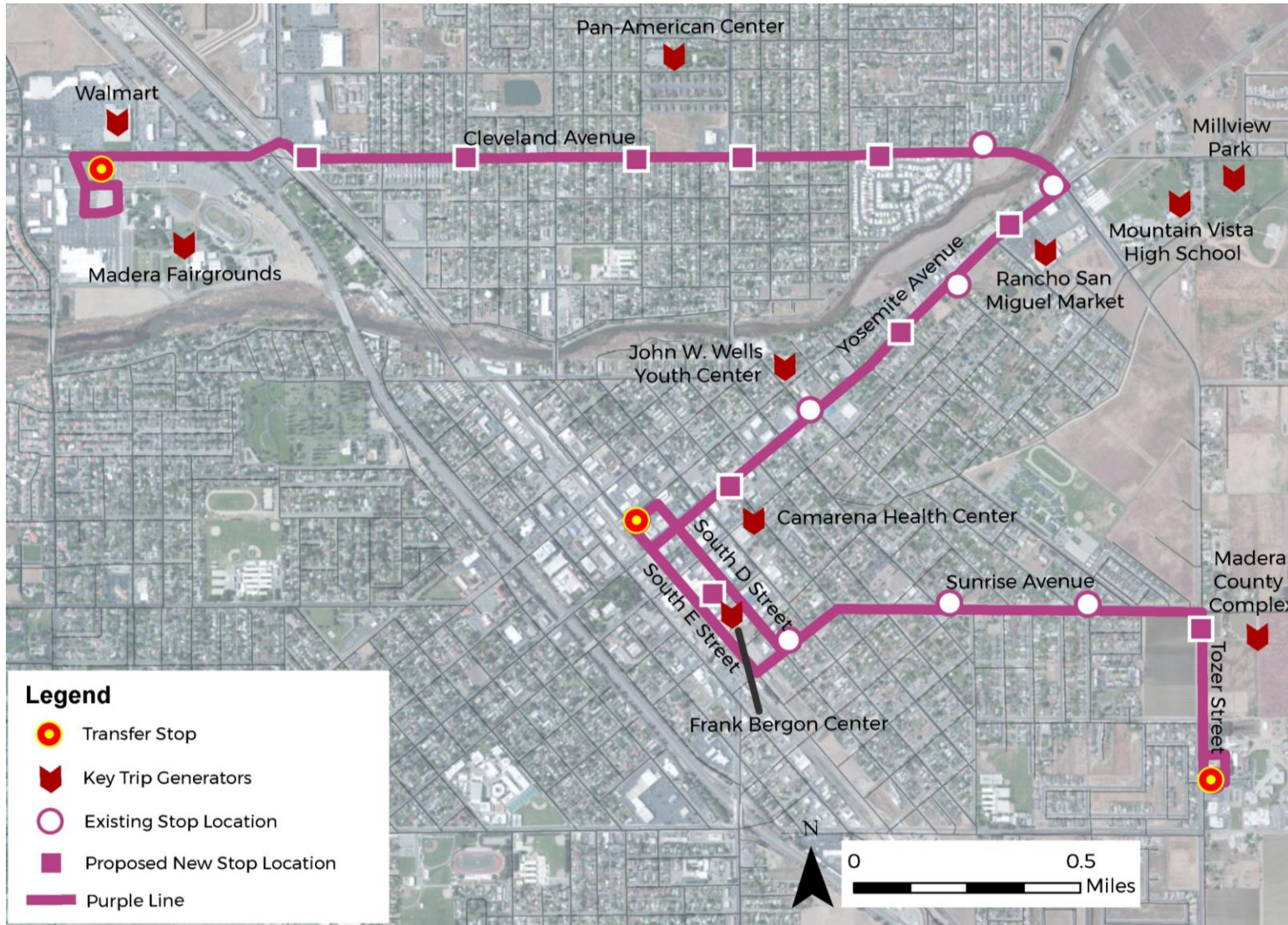


## Proposed





# Proposed Purple Line



Note: The map shows both directions of the route so not all individual stops are shown

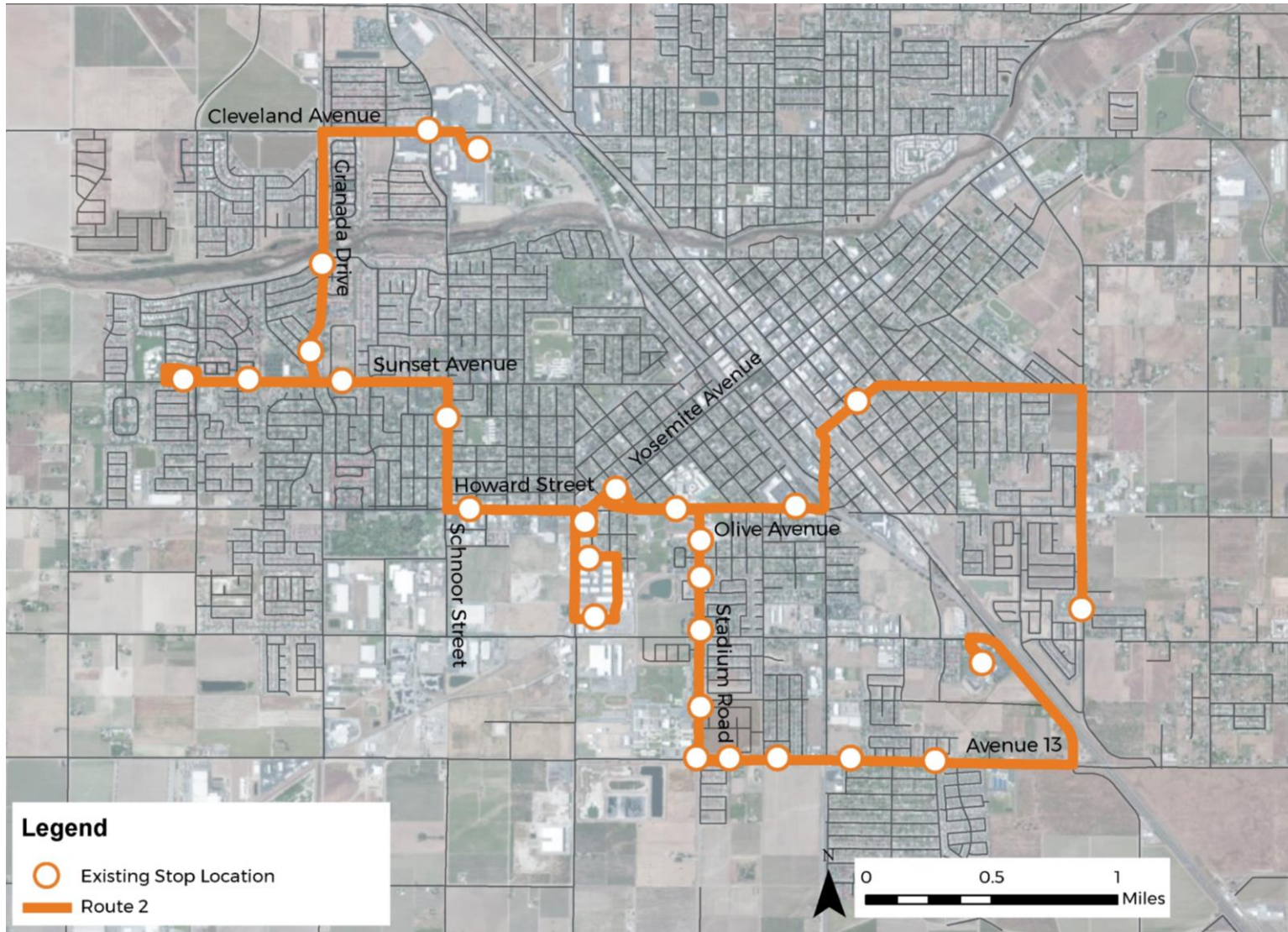
## — Route changes

- *Shorter route length ensures better service for the east side of the city*
- *Fewer turns means the bus will show up on time*
- *Keeping the route along Cleveland Avenue will serve apartment complexes in that area*

## — Stop changes

- *Adding 14 stops, keeping 23 stops\**
  - *\*Some stops are shared with other routes*
- *Stops added due to new routing along Cleveland Avenue and to ensure stop pairs along Yosemite Avenue*

# Existing Route 2



- Total stops (both directions): 41\*
  - *\*Some stops are shared with other routes*
- Scheduled run time (roundtrip): approximately 60 minutes



Note: The map shows both directions of the route so not all individual stops are shown

# Proposed Orange Line



## — Route changes

- *Realignment along Yosemite Avenue provides service to the Intermodal Station Transfer Stop*
- *Extension of route will serve SE portion of the city*
- *Fewer turns will ensure buses show up on time*

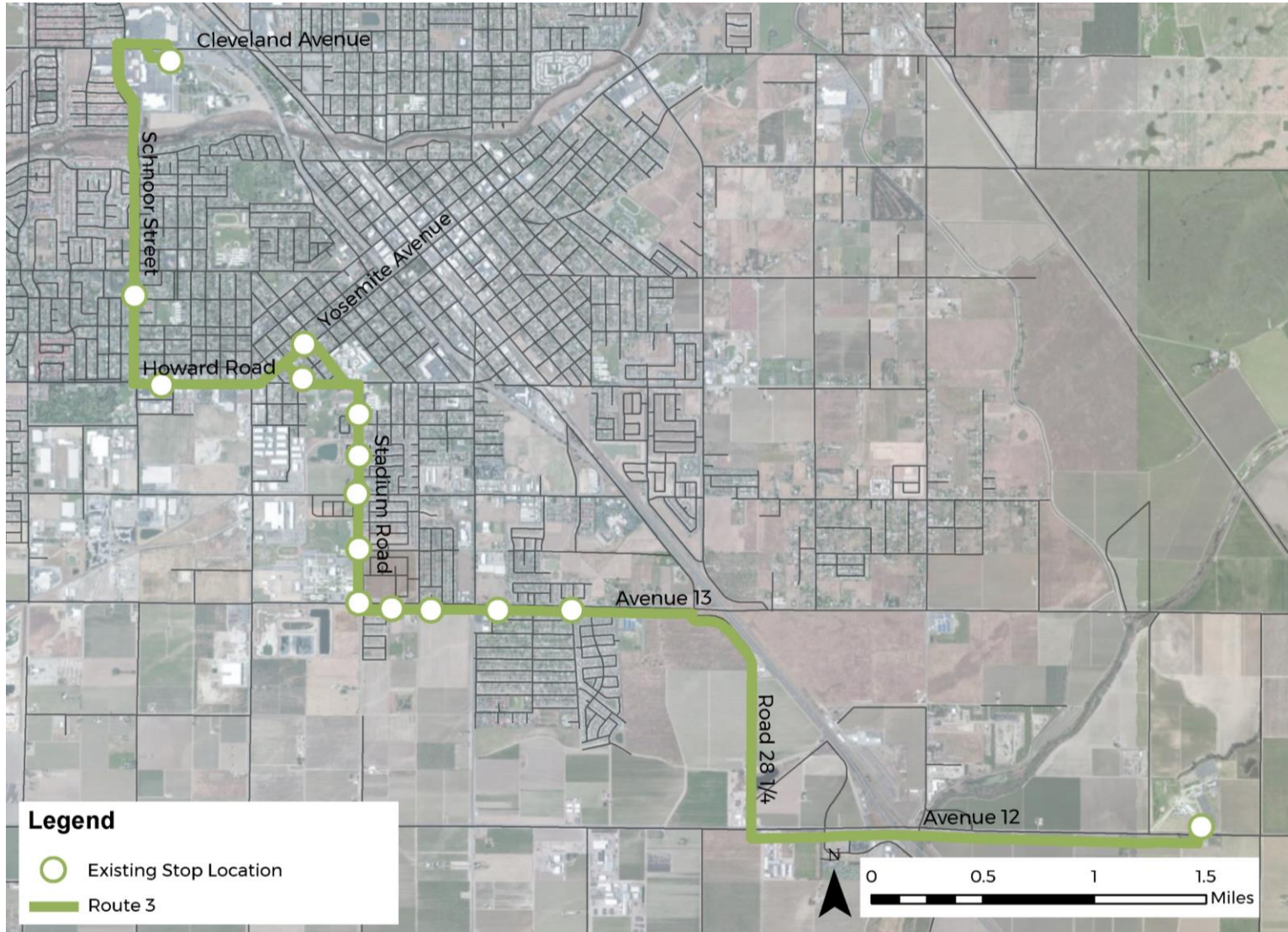
## — Stop changes

- *Adding 19 stops, keeping 22 stops\**
  - *\*Some stops are shared with other routes*
- *Stops added due to new routing along South Madera Avenue and SE portion of the city*



Note: The map shows both directions of the route so not all individual stops are shown

# Existing Route 3

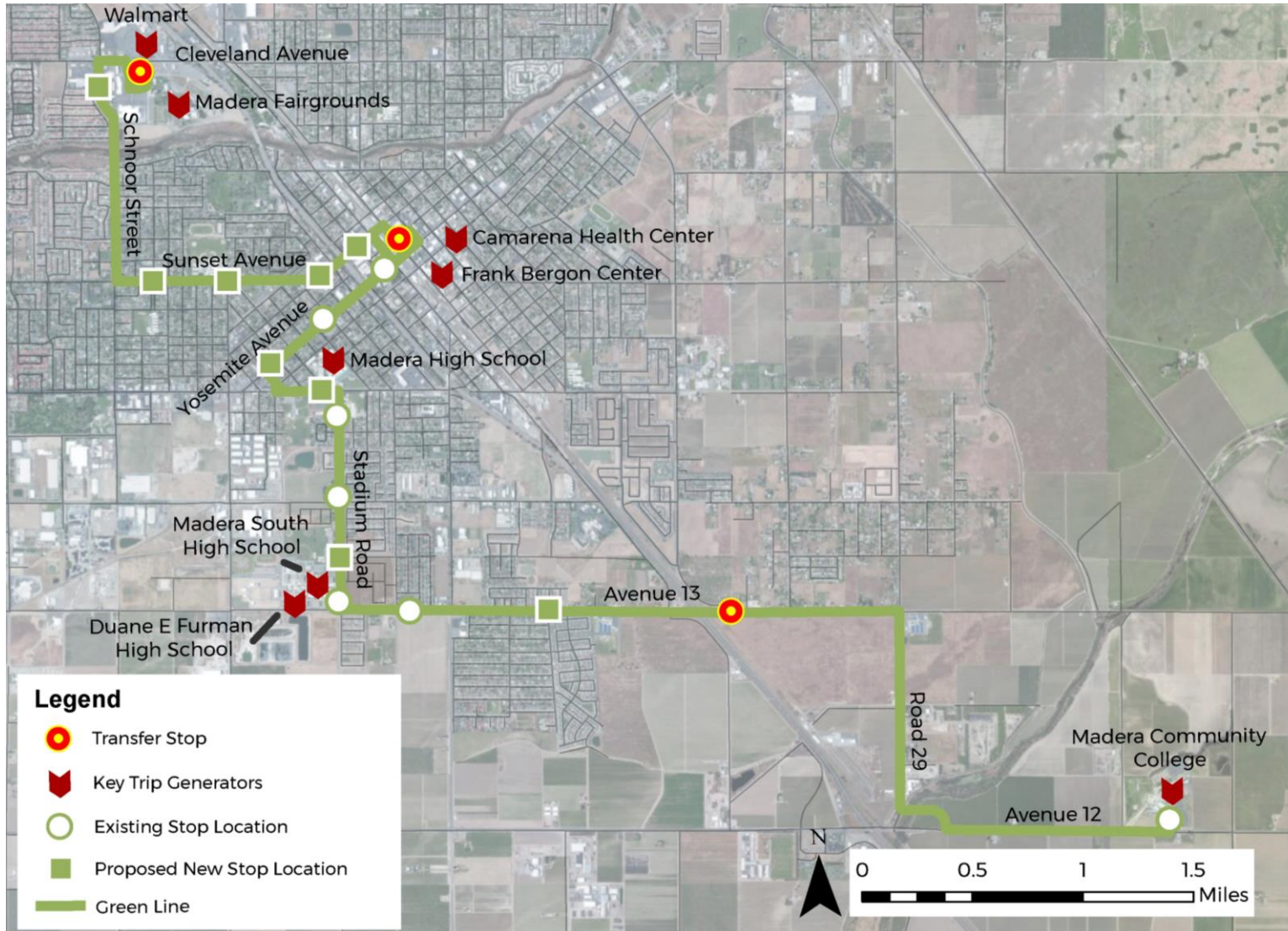


- Total stops (both directions): 20\*
  - *\*Some stops are shared with other routes*
- Scheduled run time (roundtrip): approximately 60 minutes



Note: The map shows both directions of the route so not all individual stops are shown

# Proposed Green Line



Note: The map shows both directions of the route so not all individual stops are shown

## — Route changes

- *Realignment along Yosemite Avenue provides service to the Intermodal Station Transfer Stop*
- *Keeping route along Avenue 13 ensures quick service to MCC*
- *Riders can access SE portion of the city via transfer to the Orange Line*

## — Stop changes

- *Adding 16 stops, keeping 19 stops\**
  - *\*Some stops are shared with other routes*
- *Stops added due to new routing along Sunset Avenue and Avenue 13*

# Proposed Blue Line



Note: The map shows both directions of the route so not all individual stops are shown

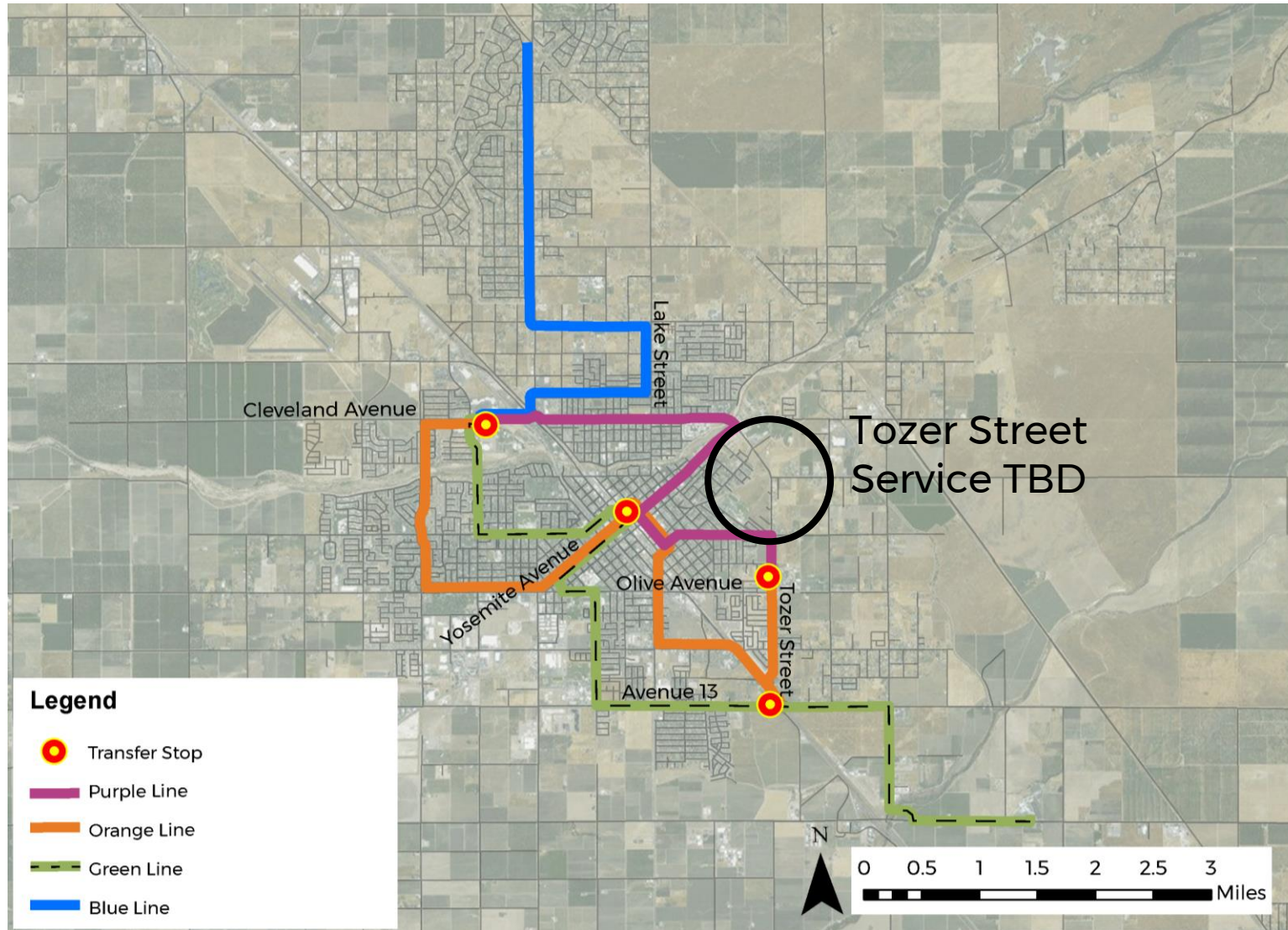
## — Route changes

- *New route will provide service to northern portion of the city*
- *Access will be provided to Pan-American Park, Matilda Torres High School, and the Amtrak Station*
- *Service will also be provided to new housing developing on Ellis Street*

## — Stop changes

- *Adding 12 stops, keeping 6 stops\**
  - *\*Some stops are shared with other routes*
- *Stops added due to new routing Ellis Street and Road 26*

# Summary of Changes



## — Route changes

- *Routes straightened with fewer turns to ensure buses show up on time*
- *New transfer points allow riders to access more of the city*
- *New service provided to north and SE portions of the city*
- *Service along Tozer Street will be determined*

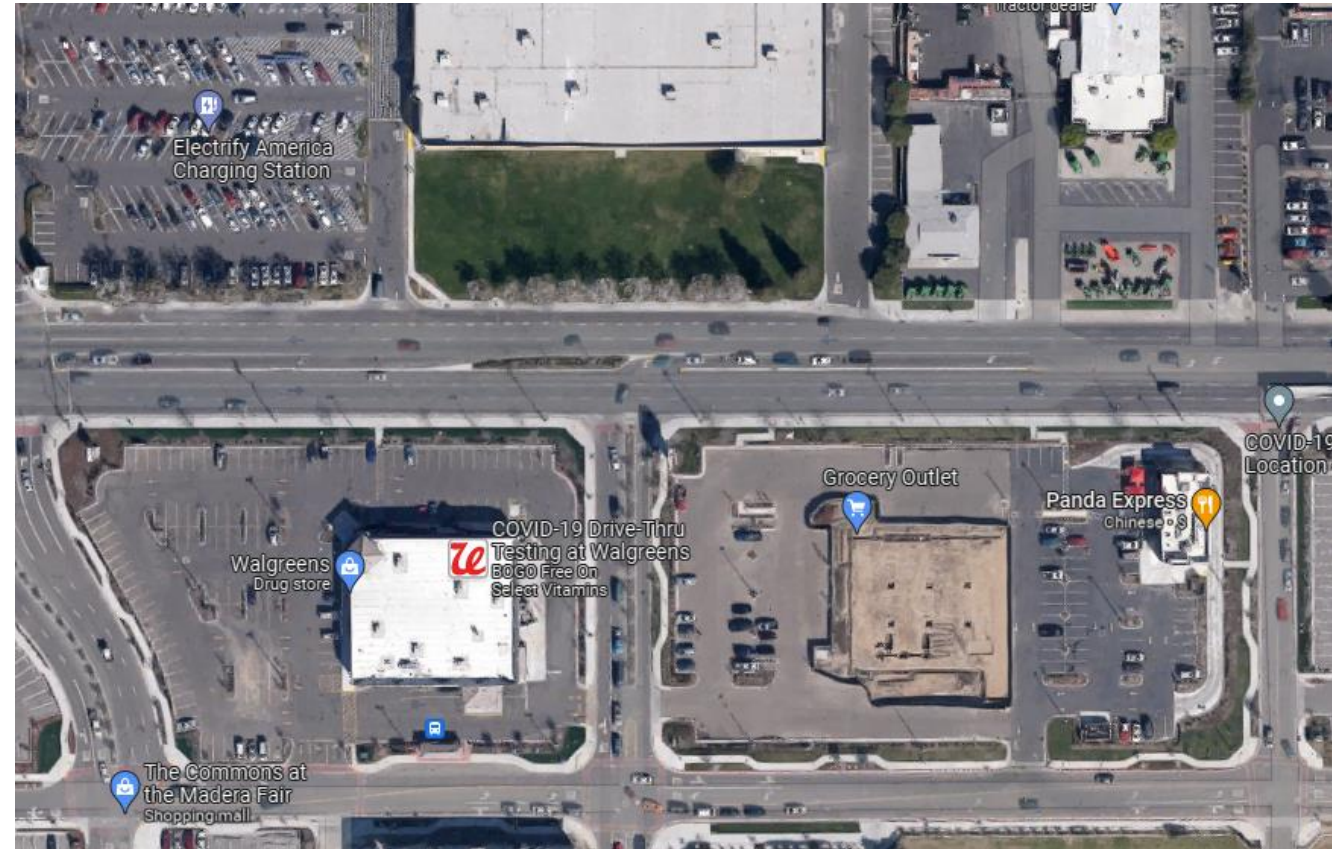
## — Stop changes

- *Total existing stops: 103 (removing 46 and keeping 57)*
- *Total proposed stops: 114 (adding 57 and keeping 57)*

# Walmart Access Update

# Walmart Access Update

- City staff and WSP have developed two alternatives for a bus terminal in this location and one in the first row of parking west of the Walmart drive-way
- City has shared the proposed concepts with Walmart and are waiting for a response
- Walmart access is a long-term solution that is independent of and will not affect the near-term implementation of the MTP



# Next Steps

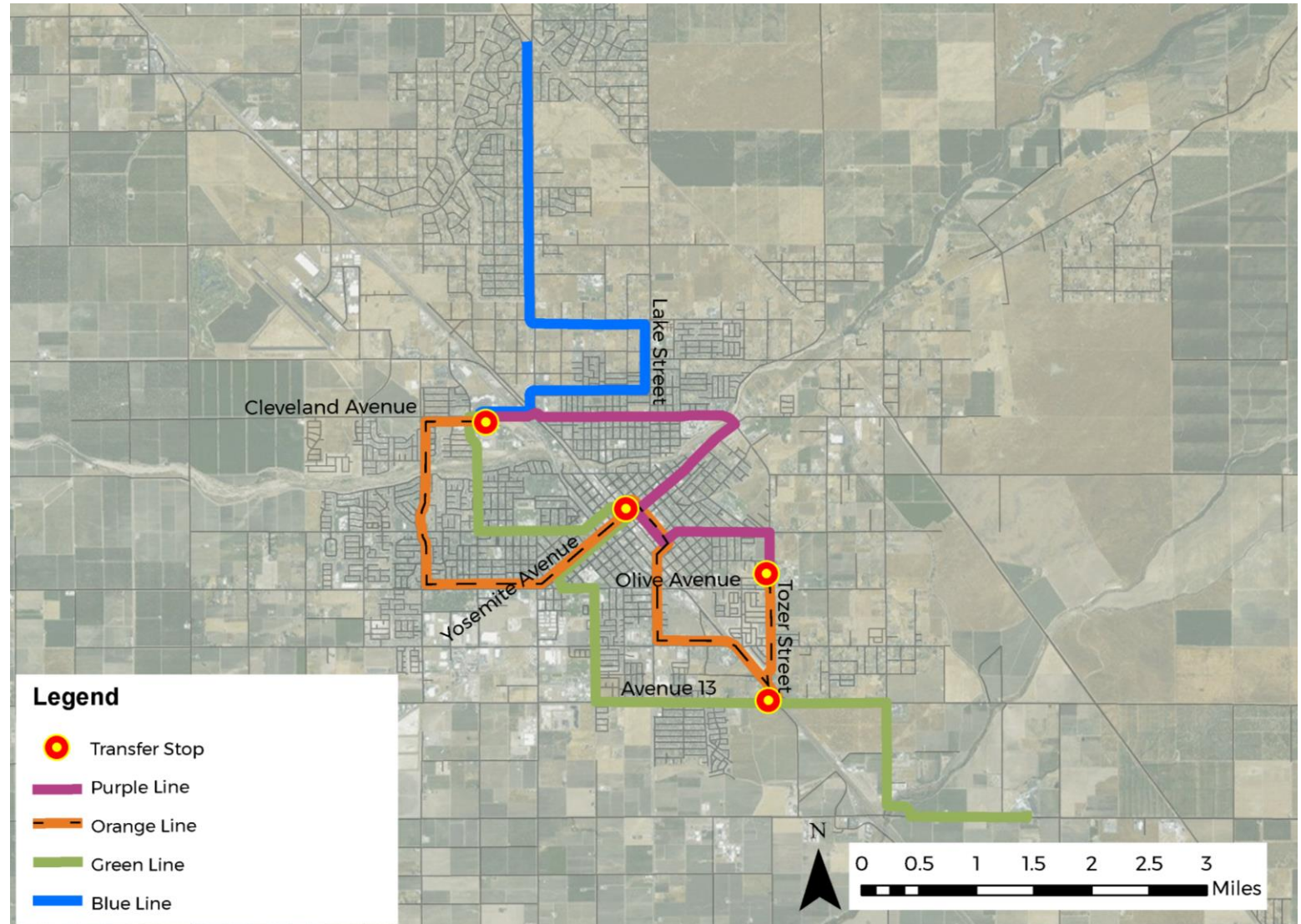
## Next Steps

1. Share updated route proposals
  - *City Council*
  - *City staff (City Manager/Planner/Engineer)*
  - *TAB*
  - *MV*
2. Finalize routes based on feedback
3. Complete Final Plan
  - *Present to Council for approval in April*
4. Implementation
  - *Anticipated date of new service July*



# Implementation

- Goal is to successfully transition to the four new routes and educate/notify the public as much as possible of the changes
- WSP tasks will include:
  - *Create new route maps and brochure*
  - *Develop new route schedules*



# Questions and Wrap-Up



## Project Contact:

David Huff, City of  
Madera

[dhuff@madera.gov](mailto:dhuff@madera.gov)

559-661-3693