

REGULAR MEETING OF THE MADERA CITY COUNCIL AND SPECIAL MEETING OF THE MADERA CITY COUNCIL AS THE GROUNDWATER SUSTAINABILITY AGENCY

205 W. 4th Street, Madera, California 93637

NOTICE AND AGENDA

**Wednesday, October 15, 2025
6:00 p.m.**

**Council Chambers
City Hall**

The Madera City Council meetings are open to the public. This meeting will also be available for public viewing and participation through Zoom. Members of the public may also observe the live-streamed meeting on the City's website at www.madera.gov/live. Members of the public may comment on agenda items at the meeting or remotely through an electronic meeting via phone by dialing (669) 900-6833 enter ID: 843 2565 8822 #. Press *9 to raise your hand to comment and *6 to unmute yourself to speak. Comments will also be accepted via email at citycouncilpubliccomment@madera.gov or by regular mail at 205 W. 4th Street, Madera, CA 93637.



“Wordly” can translate into 25+ different languages. To access written translation during the meeting, please scan the QR Code or click this link: <https://attend.wordly.ai/join/FTZJ-3396>

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

The Pines Resort
Resort Lobby
54432 Road 432
Bass Lake, CA 93604

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

CALL TO ORDER:

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

INVOCATION: Pastor Sam Alvarado III, Grace Point Ministries

PLEDGE OF ALLEGIANCE:

APPROVAL OF AGENDA:

PRESENTATIONS:

1. Proclamation Recognizing Breast Cancer Awareness Month
2. Proclamation Recognizing Indigenous People's Day
3. Proclamation Recognizing Disability Awareness Month
4. Proclamation Recognizing Domestic Violence Awareness Month
5. Senator Anna Caballero's Young Legislator Program (YLP)

PUBLIC COMMENT:

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

A. PUBLIC HEARINGS:

A-1 Consideration of adoption of the 2025 California Building, Residential, Electrical, Mechanical, Plumbing, Energy, Wildland-Urban Interface, Historical, Fire, Existing Building, Green Building Standards, and Reference Standards Codes

Recommendation: Waive full reading and introduce by title only an Ordinance of the City Council of the City of Madera adopting the 2025 California Building, Residential, Electrical, Mechanical, Plumbing, Energy, Wildland-Urban Interface, Historical, Fire, Existing Building, Green Building Standards, and Reference Standards Codes including Appendix CJ of the California Residential Code, and Appendix Q of The California Building Code by Repealing Chapter 1 of Title IX, and adding Chapter 1 of Title IX of the Madera Municipal Code, with the associated CEQA findings. (Report by Rafael Magallan)

A-2 Initiation of Proceedings for the Annexation of the Tract 25-S-01 Tozer III Subdivision into Community Facilities District 2005-1

Recommendation: Adopt a Resolution Declaring Its Intention to Annex Territory (Tract 25-S 01/TSM 2024-05, Tozer III Subdivision) to the City of Madera Community Facilities District No. 2005-1 (Public Services), to Authorize the Levy of Special Taxes Therein, and Setting Public Hearing (Annexation No. 17) (Report by Will Tackett)

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 – September 17, 2025

Recommendation: Approve the City Council Minutes of September 17, 2025 (Report by Alicia Gonzales)

B-2 Informational Report on Register of Audited Demands

Recommendation: Review Register of Audited Demands Report for September 6 to October 3, 2025 (Report by Michael Lima)

B-3 Informational Report on Personnel Activity

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

B-4 Porsche Club of America Special Activity Permit for Autocross Events at the Madera Municipal Airport

Recommendation: Adopt a Resolution Approving a Special Activity Permit for the use of Designated Areas of the Madera Municipal Airport for Porsche Club of America Autocross Events (Report by Wendy Silva)

B-5 Adoption of Updated City of Madera Full Time Salary Schedules

Recommendation: Adopt a Resolution Approving Revised City of Madera Full Time Salary Schedules Effective September 6, 2025 (Report by Wendy Silva)

B-6 Retirement, Surplus, and Sale of Police Canines

Recommendation: Adopt a Resolution Authorizing the Retirement of One Apprehension Canine and the Surplus of One Drug-detection Canine, with both Animals to be Sold Back to their Respective Handlers for the amounts of \$1 and \$1,000, Respectively (Report by Giachino Chiamonte)

B-7 Facility Use Agreements with Community Action Partnership of Madera County

Recommendation: Adopt a Resolution Authorizing the City Manager to Execute Facility Use Agreements for the City's use of Community Action Partnership of Madera County facilities (Report by Giachino Chiamonte)

B-8 Madera Unified School District Attendance Recovery Camp Consultant Services Agreement for School Year 2025-2026

Recommendation: Adopt a Resolution Approving a Consultant Services Agreement between the City of Madera and Madera Unified School District for the Attendance

Recovery Camp for School Year 2025-2026, not to exceed \$11,274
(Report by Joseph Hebert)

B-9 Reject Bids for the Invitation for Bid (IFB) 202526-01 Asphalt Concrete Patching and Slurry Seal Type II Application On- Call Services

Recommendation: Approve a Minute Order Rejecting the Bids Received for IFB 202526-01 Asphalt Concrete Patching and Slurry Seal Type II Application On-Call Services (Report by Arnolando Rodriguez)

B-10 Piggyback Purchase Agreements for Fleet Division-related Purchases

Recommendation: Adopt a Resolution approving Sourcewell piggyback agreement with National Auto Fleet Group for the purchase of three replacement Police patrol vehicles for \$154,358.70 (Report by Michael Lima)

B-11 Colett-Martin Subdivision (Tract No. 24-S-02) Final Map and Improvement Agreement and Initiation of Annexation Proceedings into Landscape Maintenance District (LMD) Zone 51

Recommendation:

1. Adopt Resolution:
 - a. Approving the Final Map for the Colett-Martin Subdivision.
 - b. Approving Improvement Agreement for the Colett-Martin Subdivision (Tract No. 24-S-02).
 - c. Authorizing staff to record the Final Map and Improvement Agreement.
 - d. Accepting the Dedication of Land for Public Use
2. Adopt Resolution Initiating Proceedings Pursuant to the Landscaping and Lighting Act of 1972 for the Annexation of Property into City of Madera Landscape Maintenance District Zone of Benefit 51, to Review the Improvements and Assessments for Fiscal year 2026/27, and Setting a Public Hearing (Report by Keith Helmuth)

B-12 Community and Park Facilities Parking Lot Surface Rehabilitation, City Project No. PK-81 CDBG Block Grant

Recommendation: Adopt a Minute Order Approving:

1. Acceptance of the Community and Park Facilities Parking Lot Surface Rehabilitation, City Project No. PK-81 CDBG Block Grant
2. Recording of Notice of Completion
3. Release of retention 35 days after the recording of the Notice of Completion (Report by Keith Helmuth)

B-13 Request to Waive City Fees Relating to Madera High School's Homecoming Parade

Recommendation: Adopt the Resolution waiving the fees to cover the costs of City fees and services relating to the Madera High School Homecoming Parade in the amount of \$2,136 (Report by Giachino Chiaramonte)

B-14 Madera Elks Lodge Fee Waiver Request for the Annual Hoop Shoot Event

Recommendation: Adopt a Resolution waiving the rental fees of the John Wells Youth Center on November 22, 2025, related to a Hoop Shoot Contest hosted by the Madera Elks Lodge #1918, at an anticipated rental fee of \$425 (Report by Joseph Hebert)

B-15 Madera Unified School District Fee Waiver Request for a Safe Routes to School Event

Recommendation: Adopt a Resolution waiving rental fees of Maple Court Park on October 21, 2025, related to a Safe Routes to School Event, hosted by Madera Unified School District, at an anticipated rental fee of \$275 (Report by Joseph Hebert)

B-16 Professional Services Agreement with Mountain Valley Environmental Services, Inc.

Recommendation: Adopt a Resolution approving a Professional Services Agreement with Mountain Valley Environmental Services, Inc., for temporary Chief Plant Operator services at the Wastewater Treatment Plant (Report by Wendy Silva)

B-17 Central Valley Regional Center Fee Waiver Request for the “Passport to the World: Celebrating Our Global Villages” Event

Recommendation: Adopt a Resolution waiving the rental fees of the Pan American Community Center on November 8, 2025, related to a “Passport to the World: Celebrating Our Global Villages” event hosted by the Central Valley Regional Center, at an anticipated rental fee of \$1,445 (Report by Joseph Hebert)

C. WORKSHOP: None

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

D-1 Piggyback Purchase Agreement for New Hydro-Excavator

Recommendation: Adopt a Resolution ratifying the City Manager’s decision to enter into a Sourcewell piggyback agreement with The Charles Machine Works, Inc. (Ditch Witch Division) for the purchase of a new HX30 hydro-excavator for \$80,934.95, and adopt a budget amendment for \$84,990 (Report by Michael Lima)

D-2 Water Well Preventative Maintenance, Rehabilitation, and On-Call Repair Services

Recommendation: Adopt a Resolution approving a Contractor Services Agreement with Madera Pumps, Inc., for Water Well Preventative Maintenance, Rehabilitation, And On-Call Repair Services and a Class 1 (Existing Facilities) Categorical Exemption under the California Environmental Quality Act (CEQA) (Report by Arnoldo Rodriguez)

D-3 Award of Contract and Budget Amendment the Airport Apron A2 and Hangar Taxilane Rehabilitation Project

Recommendation: Adopt a Resolution:

1. Awarding the construction contract for the Apron A2 and Hangar Taxilane Rehabilitation Project to Terra West Construction, Inc. for \$2,199,805.00
2. Amending the Fiscal Year 2025-26 Operating Budget, and
3. Adopting a Class 2 (Replacement or Reconstruction) Categorical Exemption under the California Environmental Quality Act (CEQA) (Report by Arnoldo Rodriguez)

D-4 Sole Source Purchase from Aqua-Metric Sales Company for Replacement of Two Base Stations Supporting the City's Automatic Water Meter Reading System

Recommendation: Adopt a Resolution approving a sole source purchase from Aqua-Metric Sales Company for the replacement of two base stations that support the City's automatic water meter reading system, consistent with the City's existing contractual relationship with Sensus Metering Systems (Report by Arnoldo Rodriguez)

E. ADMINISTRATIVE REPORTS:

E-1 Selecting Recipients for November Proclamations

Recommendation: Request for Council's Selection of Recipients for the following Proclamations: Veteran's Day and Small Business Saturday (Report by Alicia Gonzales)

E-2 Domestic Well Mitigation Program (DWMP) Update

Recommendation: Receive update and provide direction regarding information provided as part of this report to City Council (Action on this item by the (GSA) Groundwater Sustainability Agency) (Report by Keith Helmuth)

F. COUNCILMEMBER REPORTS/ANNOUNCEMENTS/FUTURE AGENDA ITEMS:

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

G. CLOSED SESSION: None

FUTURE MEETING DATES:

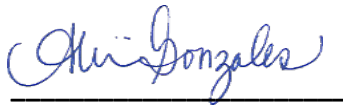
- Wednesday, November 5, 2025
- Wednesday, November 19, 2025

ADJOURNMENT:

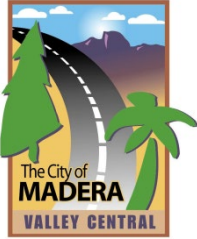
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- The meeting room is accessible to the physically disabled. Requests for accommodations for persons with disabilities such as signing services, assistive listening devices, or alternative format agendas and reports needed to assist participation in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

- Regular meetings of the Madera City Council are held the 1st and 3rd Wednesday of each month at 6:00 p.m. in the Council Chambers at City Hall.
 - Any writings or documents provided to a majority of the City Council within 72 hours of the meeting regarding any item on this agenda will be made available for public inspection at the City Clerk's office located at 205 W. 4th Street, Madera, CA 93637 and on the City website at www.madera.gov
 - Questions regarding the meeting agenda or conduct of the meeting, please contact the City Clerk's Office at (559) 661-5405.
 - Para asistencia en español sobre este aviso, por favor llame al (559) 661-5405.
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I, Alicia Gonzales, City Clerk for the City of Madera, declare under penalty of perjury that I posted the above agenda for the Regular Meeting of the Madera City Council for October 15, 2025, near the front entrances of City Hall and on the City's website www.madera.gov at 7:30 p.m. on October 9, 2025.

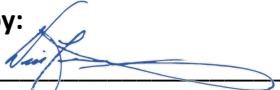


Alicia Gonzales, City Clerk

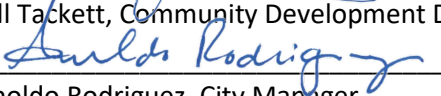


REPORT TO CITY COUNCIL

Approved by:



Will Tackett, Community Development Director



Arnoldo Rodriguez, City Manager

Council Meeting of: October 15, 2025

Agenda Number: A-1

SUBJECT:

Consideration of adoption of the 2025 California Building, Residential, Electrical, Mechanical, Plumbing, Energy, Wildland-Urban Interface, Historical, Fire, Existing Building, Green Building Standards, and Reference Standards Codes.

RECOMMENDATION:

Waive full reading and introduce by title only an Ordinance of the City Council of the City of Madera adopting the 2025 California Building, Residential, Electrical, Mechanical, Plumbing, Energy, Wildland-Urban Interface, Historical, Fire, Existing Building, Green Building Standards, and Reference Standards Codes including Appendix CJ of the California Residential Code, and Appendix Q of The California Building Code by Repealing Chapter 1 of Title IX, and adding Chapter 1 of Title IX of the Madera Municipal Code, with the associated CEQA findings.

SUMMARY:

Every three years, the California Building Standards Commission ("Commission") reviews and modifies the California Building Codes, which consist of the California Building, Residential, Electrical, Mechanical, Plumbing, Energy, Wildland-Urban Interface, Historical Building, Fire, Existing Building, Green Building Standards Codes, and Reference Standards Codes. The 2025 editions were published July 1, 2025, and local jurisdictions have 180 days in which to adopt the 2025 edition of the Codes. The proposed ordinance would update the Municipal Code to specifically incorporate these Codes to help ensure the safety of the community.

DISCUSSION:

The 2025 California Building Standards Code adopts the 2025 Codes, which incorporate by reference necessary California amendments to the 2024 International Building Code, 2023 National Electrical Code, 2024 Uniform Mechanical Code, 2024 Uniform Plumbing Code, and 2024 International Residential Code, and is mandated by the California Building Standards Commission for statewide adoption and enforcement. The City of Madera has the authority to make necessary modifications to the Codes.

The following CCR Title 24 CA Building Standards Code go into effect on January 1, 2026:

- Part 1 California Administrative Code (CAC)
- Part 2 California Building Code (CBC)
- Part 2.5 California Residential Code (CRC)
- Part 3 California Electrical Code (CEC)
- Part 4 California Mechanical Code (CMC)
- Part 5 California Plumbing Code (CPC)
- Part 6 California Energy Code (CEEC)
- Part 7 California Wildland-Urban Interface Code
- Part 8 California Historical Building Code (CHBC)
- Part 9 California Fire Code (CFC)
- Part 10 California Existing Building Code (CEBC)
- Part 11 California Green Building Standards Code (CALGreen)
- Part 12 California Referenced Standards Code

Adopting the 2025 California Building Codes ensures compliance with existing standards adopted by the State. Local amendments are limited to those determined to be essential to administer responsibilities in daily operations effectively and to maintain previous amendments approved by Council.

Appendix CJ & Appendix Q Emergency Housing and Facilities. These appendices pertain to emergency sleeping cabins, emergency transportable housing units, membrane structures and tents constructed and/or assembled in accordance with these appendices, and which shall be occupied only during declaration of state of emergency, local emergency or shelter crisis. Buildings and structures constructed in accordance with the California Building Standards Code, used as emergency housing, shall be permitted to be permanently occupied.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

The proposed activity has been reviewed for compliance with the requirements of the California Environmental Quality Act (CEQA) Guidelines.

The update of the Madera City Municipal Code is considered to be exempt pursuant to California Environmental Quality Act (CEQA) Guidelines section 15061(b)(3) as there is not a reasonable possibility that the amendments may have a significant adverse impact on the environment as i) California law mandates that on January 1, 2026, all portions of the 2025 California Code of Regulations Title 24 will be effective within the City regardless of whether the City takes any action, which regulations thereby serves as a baseline for the purposes of CEQA; and ii) no local amendments are being proposed to said regulations which would result in a significant, adverse impact to the environment given the environmental baseline. As such, no further analysis is required under CEQA.

FINANCIAL IMPACT:

None.

ACTIONS FOLLOWING APPROVAL:

If necessary, the City Clerk and Building Official will cause the local amendments and findings to be refiled with the California Building Standards Commission.

ALTERNATIVES

Local jurisdictions are required to adopt the California Building Standards Code within 180 days after Title 24 of the California Code of Regulations (CCR) is published.

As an alternative to staff's recommendation, the Council may elect to adopt the California Building Standards Codes with local amendments deemed necessary to address local climatic, geological, topographical, or environmental conditions for CALGreen; and/or, without inclusion of the staff recommended appendices; and/or, with inclusion of additional appendices.

ATTACHMENTS:

1. Proposed Ordinance adopting 2025 California Building Standards Codes

ATTACHMENT 1

Proposed Ordinance Adopting 2025 California
Building Standards Codes

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA ADOPTING THE 2025 CALIFORNIA BUILDING, RESIDENTIAL, ELECTRICAL, MECHANICAL, PLUMBING, ENERGY, WILDLAND-URBAN INTERFACE, HISTORICAL, FIRE, EXISTING BUILDING, GREEN BUILDING STANDARDS, AND REFERENCE STANDARDS CODES INCLUDING APPENDIX CJ OF THE CALIFORNIA RESIDENTIAL CODE, AND APPENDIX Q OF THE CALIFORNIA BUILDING CODE BY REPEALING CHAPTER 1 OF TITLE IX, AND ADDING CHAPTER 1 OF TITLE IX OF THE MADERA MUNICIPAL CODE, WITH THE ASSOCIATED CEQA FINDINGS.

WHEREAS, the California Building Standards Commission (CBSC) is an independent commission within the State Consumer Services Agency responsible for reviewing, adopting, and publishing building standards for the State of California; and

WHEREAS, every three years, the CBSC adopts a compilation of building regulations referred to as the California Building Standards Code (California Code of Regulations, Title 24), which cities and counties are then mandated to adopt; and

WHEREAS, The California Building Standards Commission adopted the 2025 California Building Standards Codes, consisting of the California Building Code, California Residential Code, California Electrical Code, California Mechanical Code, California Plumbing Code, California Energy Code, California Wildland-Urban Interface Code, California Historical Building Code, California Fire Code, California Existing Building Code, California Green Building Standards Code, and California Reference Standards Code; and

WHEREAS, California Health & Safety Code §§17958, 17958.5, 17958.7, 18938, and 18941.5 authorize local jurisdictions to adopt the California Building Standards Codes with amendments reasonably necessary because of local climatic, geological, or topographical conditions to protect their communities; and

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

WHEREAS, the City Council now desires to repeal Chapter I of Title IX and add Chapter 1 of Title IX of the Madera Municipal Code to adopt the 2025 California Building Codes as set forth herein.

NOW THEREFORE, the City Council of the City of Madera ordains as follows:

SECTION 1. Recitals. The City Council hereby finds that all of the facts set forth in the recitals above are true and correct and incorporated herein.

SECTION 2. CEQA. The City Council finds that the update of the Madera City Municipal Code is exempt pursuant to California Environmental Quality Act (CEQA) Guidelines section

15061(b)(3) as there is not a reasonable possibility that the amendments may have a significant adverse impact on the environment as i) California law mandates that on January 1, 2026, all portions of the 2025 California Code of Regulations Title 24 will be effective within the City regardless of whether the City takes any action, which regulations thereby serves as a baseline for the purposes of CEQA; and ii) no local amendments are being proposed to said regulations which would result in a significant, adverse impact to the environment given the environmental baseline. As such, no further analysis is required under CEQA.

SECTION 3. Chapter 1 (Building Regulations) of Title IX of the Madera Municipal Code is repealed in its entirety.

SECTION 4. Title IX of the Madera Municipal Code is amended to add Chapter 1 (Building Regulations) as enumerated herein and in substantially the form contained in Exhibit “A” attached hereto.

The following sections have been proposed to be added, incorporating by reference the 2025 California Building Standards Code, Title 24 of the California Code of Regulations, Parts 1 through 12 inclusive, as published by the California Building Standards Commission, together with the City’s local amendments a:

- 9-1.01 Adoption of Building Regulations
- 9-1.02 Adoption of the California Building Code
- 9-1.03 Adoption of the California Residential Code.
- 9-1.04 Adoption of the California Electrical Code.
- 9-1.05 Adoption of the California Mechanical Code.
- 9-1.06 Adoption of the California Plumbing Code.
- 9-1.07 Adoption of the California Energy Code.
- 9-1.08 Adoption of the California Wildland-Urban Interface Code
- 9-1.09 Adoption of the California Historical Building Code.
- 9-1.10 Adoption of the California Fire Code.
- 9-1.11 Adoption of the California Existing Building Code
- 9-1.12 Adoption of the California Green Buildings Standards Code.
- 9-1.13 Adoption of the California Reference Standards Code

SECTION 5. Severability Clause. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held by a court of competent jurisdiction to be invalid, such a decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Madera hereby declares that it would have passed this Ordinance and each section,

subsection, sentence, clause, or phrase thereof, irrespective of the fact any one or more sections, subsections, clauses, or phrases be declared invalid.

SECTION 6. Effective Date of Ordinance. This Ordinance shall be effective and of full force and effect at 12:01 a.m. on the thirty-first day after its passage. All ordinances and parts of ordinances in conflict herewith are hereby repealed.

SECTION 7. Posting. Within fifteen (15) days after its adoption, the City Clerk shall certify to the passage and adoption of this Ordinance by the City Council of the City of Madera and shall cause this Ordinance to be published or posted once in a newspaper of general circulation in accordance with Government Code Section 36933 as required by law.

The foregoing Ordinance No. _____ was introduced and given its first reading at a regular meeting of the City Council of the City of Madera held on the 15th day of October 2025 and adopted after a second reading at a regular meeting of the City Council held on the 5th day of November 2025 by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

APPROVED:

Ceceilia Gallegos, Mayor

ATTEST:

ALICIA GONZALES, City Clerk

EXHIBIT A

CHAPTER 1: BUILDING REGULATIONS

- 9-1.01 Adoption of Building Regulations
- 9-1.02 Adoption of the California Building Code
- 9-1.03 Adoption of the California Residential Code.
- 9-1.04 Adoption of the California Electrical Code.
- 9-1.05 Adoption of the California Mechanical Code.
- 9-1.06 Adoption of the California Plumbing Code.
- 9-1.07 Adoption of the California Energy Code.
- 9-1.08 Adoption of the California Wildland-Urban Interface Code
- 9-1.09 Adoption of the California Historical Building Code.
- 9-1.10 Adoption of the California Fire Code.
- 9-1.11 Adoption of the California Existing Building Code
- 9-1.12 Adoption of the California Green Buildings Standards Code.
- 9-1.13 Adoption of the California Reference Standards Code

§ 9-1.01 ADOPTION OF BUILDING REGULATIONS

Pursuant to Cal. Gov't Code § 50022.1 through 50022.6, the texts of those certain publications of the International Code Council, and the National Fire Protection Association, together with parts of the appendices thereto, the 2025 California Building Code, based on the 2024 International Building Code, the 2025 California Mechanical Code, based on the 2024 Uniform Mechanical Code, the 2025 California Fire Code, based on the 2024 International Fire Code, the 2025 California Plumbing Code, based on the 2024 Uniform Plumbing Code, the 2025 California Residential Code based on the 2024 International Residential Code, the 2025 California Electrical Code, based on the 2023 National Electrical Code, the 2025 California Energy Code, the 2025 California Existing Building Code based on the 2024 International Existing Building Code, the 2025 California Green Building Standards, (CALGreen) Code, as published by the California Building Standards Commission, are all hereby adopted as the rules, regulations and standards within this city as to all matters therein contained except as otherwise provided by this chapter. The applicable requirements of the adopted appendices to such codes shall be enforceable to the same extent as if contained in the body of such code of said regulations as the equivalent to a referenced standard. One copy of said regulations are and shall be at all times kept on file with

the office of the chief enforcement officer (Building Official) in accordance with Cal. Gov't Code § 50022.6. Notwithstanding the forgoing, including Section 109 of Division II Scope and Administration, of the California Building Code 2025 edition, Plan review fees, permit fees, investigation fees, penalty and violation fees, and other charges required under this Title shall be as prescribed in the City's Master Fee Schedule, as established and amended by ordinance of the City Council, and shall be as follows:

(A) *Permit fees.* A permit shall not be valid until all the fees prescribed by law have been paid, nor shall an amendment to a permit be released until the additional fee, if any, has been paid. The fee for each permit shall be set forth in the fee schedule established by resolution of the City Council. The applicant for a permit shall provide an estimated value of the work for which the permit is being issued at time of application. Such estimated valuations shall include the total value of work, including materials and labor, for which the permit is being issued, such as electrical, gas, mechanical, plumbing equipment and permanent systems, including all finished work, painting, roofing, electrical, plumbing, heating, air conditioning, elevators, fire extinguishing systems and any other permanent equipment whether donated, purchased or provided by self. Where, in the opinion of the Building Official, the valuation is underestimated, the permit shall be denied, unless the applicant can show detailed estimates acceptable to the Building Official. The Building Official shall have the authority to adjust the final valuation for permit fees.

(B) *Plan review fees.* When submittal documents are required, a plan review fee shall be paid at the time of submitting the documents for plan review. Said plan review fee shall be set forth in the fee schedule established by resolution of the City Council. The plan review fees specified in this subsection are separate fees from the permit fees specified above and are in addition to the permit fees. When submittal documents are incomplete or changed so as to require additional plan review and inspections, additional plan review and inspection fees shall be charged as set forth in the fee schedule established by resolution of the City Council.

(C) *Investigation fees.* An investigation fee in addition to the permit fee shall be collected whether or not a permit is then or subsequently issued. The investigation fee shall be set forth in the fee schedule established by resolution of the City Council. The payment of such investigation fee shall not exempt any person from compliance with all other provision of this code, nor from any penalty prescribed by law.

(D) *Re-inspection fees.* A re-inspection fee may be assessed for each inspection or re-inspection when such portion of work for which inspection is called is not complete or when corrections called for are not made. This section is not to be interpreted as requiring re-inspection fees the first time a job is rejected for failure to comply with the requirements of this code, but as controlling the practice of calling for inspections before the job is ready for such inspection or re-inspection. Re-inspection fees may be assessed when the inspection record card is not posted or otherwise available to the inspector, for failure to provide access on the date for this inspection is requested, or for deviating from plans requiring the approval of the Building Official. To obtain a re-inspection, the applicant shall file an application therefor in writing on a

form furnished for that purpose and pay the re-inspection fee as set forth in the fees schedule established by resolution of the City Council. In instances where re-inspection fees have been assessed, no additional inspection of the work will be performed until the required fees have been paid.

(E) *Work commencing before permit issuance.* Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permits shall be subject to a fee established by the Building Official that shall be in addition to the required permit fees. Also, a special investigation shall be performed at a cost established as set forth in the City's master fees schedule.

(F) *Related fees.* The payment of the fee for the construction, alteration, removal or demolition for work done in connection to or concurrently with the work authorized by a building permit shall not relieve the applicant or holder of the permit from the payment of other fees that are prescribed by law.

(G) *Refunds.* The Building Official may authorize refunding of any fee paid hereunder which was erroneously paid or collected. The Building Official may authorize refunding of not more than 80% of the permit fees when no work has been done under a permit issued in accordance with this Code. Plan review fees shall not be refunded. The Building Official may authorize refunding of not more than 80% of the plan review fee when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before the plan is reviewed. If the plan review has been completed then no plan review fees shall be refunded. The Building Official shall not authorize refunding of any fee paid except on written application filed by the original permittee not later than 90 days after the date of fee payment.

§ 9-1.02 ADOPTION OF THE CALIFORNIA BUILDING CODE

For the purpose of regulating the erection, construction, enlargement, alteration, repair, moving, removal, conversion, demolition, occupancy, equipment, use, height, area, and maintenance of buildings and structures in the City, the 2025 California Building Code (CBC), Including Appendix Q Emergency Housing, as promulgated by the California Building Standards Commission which incorporates the 2024 edition of the International Building Code with California amendments, is hereby adopted by reference thereto as if fully set forth in this Chapter, save and except such portions as are deleted, modified, or amended by the provisions of this Chapter. Copies of the 2025 California Building Code are on file in the offices of the City Clerk and Building Official. Any changes made by the California Building Standards Commission applicable to the City, including new editions, shall be deemed incorporated herein. If any conflicts between this Code and any other City, State or Federal Code should arise, the most restrictive Code providing the highest level of safety as determined by the Building Official shall prevail.

§ 9-1.03 ADOPTION OF THE CALIFORNIA RESIDENTIAL CODE

For the purpose of regulating one and two-family dwellings, the 2025 California Residential Code (CRC), Including Appendix CJ Emergency Housing, as promulgated by the California Building Standards Commission, which incorporates the adoption of the 2024 edition of the International Residential Code, is hereby adopted by reference thereto as if fully set forth in this Chapter. Copies of the 2025 California Residential Code are on file in the offices of the City Clerk and Building Official. Any changes made by the California Building Standards Commission applicable to the City, including new editions, shall be deemed incorporated herein. If any conflicts between this Code and any other City, State or Federal Code should arise, the most restrictive Code providing the highest level of safety as determined by the Building Official shall prevail.

§ 9-1.04 ADOPTION OF THE CALIFORNIA ELECTRICAL CODE

For the purpose of regulating electrical systems, the 2025 California Electrical Code (CEC) promulgated by the California Building Standards Commission, which incorporates the adoption of the 2023 edition of the National Electrical Code, is hereby adopted by reference thereto as if fully set forth in this Chapter, save and except such portions as are deleted, modified, or amended by the provisions of this Chapter. Copies of the 2025 California Electrical Code are on file in the offices of the City Clerk and Building Official. Any changes made by the California Building Standards Commission applicable to the City, including new editions, shall be deemed incorporated herein. If any conflicts between this Code and any other City, State or Federal Code should arise, the most restrictive Code providing the highest level of safety as determined by the Building Official shall prevail.

§ 9-1.05 ADOPTION OF THE CALIFORNIA MECHANICAL CODE

For the purpose of regulating mechanical systems, the 2025 California Mechanical Code (CMC) promulgated by the California Building Standards Commission, which incorporates the adoption of the 2024 edition of the Uniform Mechanical Code, excluding Table 104.5, is hereby adopted by reference thereto as if fully set forth in this Chapter, save and except for portions as are deleted, modified, or amended by the provisions of this Chapter. Copies of the 2025 California Mechanical Code are on file in the offices of the City Clerk and Building Official. Any changes made by the California Building Standards Commission applicable to the City, including new editions, shall be deemed incorporated herein. If any conflicts between this Code and any other City, State or Federal Code should arise, the most restrictive Code providing the highest level of safety as determined by the Building Official shall prevail.

§ 9-1.06 ADOPTION OF THE CALIFORNIA PLUMBING CODE

For the purpose of regulating plumbing systems, the 2025 California Plumbing Code (CPC) promulgated by the California Building Standards Commission, which incorporates the adoption of the 2024 edition of the Uniform Plumbing Code, excluding Table 104.5, is hereby adopted by reference thereto as if fully set forth in this Chapter, save and except for portions as are deleted, modified, or amended by the provisions of this Chapter. Copies of the 2025 California Plumbing

Code are on file in the offices of the City Clerk and Building Official. Any changes made by the California Building Standards Commission applicable to the City, including new editions, shall be deemed incorporated herein. If any conflicts between this Code and any other City, State or Federal Code should arise, the most restrictive Code providing the highest level of safety as determined by the Building Official shall prevail.

§ 9-1.07 ADOPTION OF THE CALIFORNIA ENERGY CODE

For the purpose of regulating energy conservation standards for all residential and non-residential buildings, the 2025 California Energy Code promulgated by the California Building Standards Commission is hereby adopted by reference thereto as if fully set forth in this Chapter. Copies of the 2025 California Energy Code are on file in the offices of the City Clerk and Building Official. Any changes made by the California Building Standards Commission applicable to the City, including new editions, shall be deemed incorporated herein. If any conflicts between this Code and any other City, State or Federal Code should arise, the most restrictive Code providing the highest level of safety as determined by the Building Official shall prevail.

§ 9-1.08 ADOPTION OF THE CALIFORNIA WILDLAND-URBAN INTERFACE CODE

For the purpose of protecting life and property from wildfire by setting standards for building and land use, the 2025 California Wildland-Urban Interface Code promulgated by the California Building Standards Commission is hereby adopted by reference thereto as if fully set forth in this Chapter. Copies of the 2025 California Wildland-Urban Interface Code are on file in the offices of the City Clerk and Building Official. Any changes made by the California Building Standards Commission applicable to the City, including new editions, shall be deemed incorporated herein. If any conflicts between this Code and any other City, State or Federal Code should arise, the most restrictive Code providing the highest level of safety as determined by the Building Official shall prevail.

§ 9-1.09 ADOPTION OF THE CALIFORNIA HISTORICAL BUILDING CODE

For the purpose of facilitating the preservation and continuing use of qualified historical buildings or properties while providing reasonable safety for the building occupants and access for persons with disabilities, the 2025 California Historical Building Code promulgated by the California Building Standards Commission is hereby adopted by reference thereto as if fully set forth in this Chapter. Copies of the 2025 California Historical Building Code are on file in the offices of the City Clerk and Building Official. Any changes made by the California Building Standards Commission applicable to the City, including new editions, shall be deemed incorporated herein. If any conflicts between this Code and any other City, State or Federal Code should arise, the most restrictive Code providing the highest level of safety as determined by the Building Official shall prevail.

§ 9-1.10 ADOPTION OF THE CALIFORNIA FIRE CODE

For the purpose of regulating fire protection systems, the 2025 California Fire Code (CFC) promulgated by the California Building Standards Commission, which incorporates the adoption of the 2024 edition of the International Fire Code, is hereby adopted by reference thereto as if fully set forth in this Chapter, save and except such portions as are deleted, modified, or amended by the provisions of this Chapter. Copies of the 2025 California Fire Code are on file in the offices of the City Clerk and Building Official. Any changes made by the California Building Standards Commission applicable to the City, including new editions, shall be deemed incorporated herein. If any conflicts between this Code and any other City, State or Federal Code should arise, the most restrictive Code providing the highest level of safety as determined by the Building Official shall prevail.

§ 9-1.11 ADOPTION OF THE CALIFORNIA EXISTING BUILDING CODE

For the purpose of promoting public safety and welfare by reducing the risk of injury that may result from the effects of earthquakes on existing unreinforced masonry bearing wall buildings, the 2025 California Existing Building Code promulgated by the California Building Standards Commission is hereby adopted by reference thereto as if fully set forth in this Chapter. Copies of the 2025 California Existing Building Code are on file in the offices of the City Clerk and Building Official. Any changes made by the California Building Standards Commission applicable to the City, including new editions, shall be deemed incorporated herein. If any conflicts between this Code and any other City, State or Federal Code should arise, the most restrictive Code providing the highest level of safety as determined by the Building Official shall prevail.

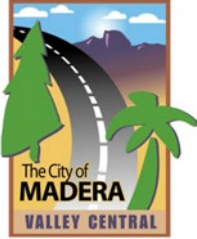
§ 9-1.12 ADOPTION OF THE CALIFORNIA GREEN BUILDING STANDARDS CODE

For the purpose of regulating residential and non-residential buildings, the 2025 California Green Building Standards Code (CALGreen Code) promulgated by the California Building Standards Commission is hereby adopted by reference thereto as if fully set forth in this Chapter. Copies of the 2025 California Green Building Standards Code are on file in the offices of the City Clerk and Building Official. Any changes made by the California Building Standards Commission applicable to the City, including new editions, shall be deemed incorporated herein. If any conflicts between this Code and any other City, State or Federal Code should arise, the most restrictive Code providing the highest level of safety as determined by the Building Official shall prevail.

§ 9-1.13 - ADOPTION OF THE CALIFORNIA REFERENCE STANDARDS CODE

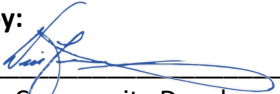
The 2025 California References Standard Code, known as the California Code of Regulations, Title 24, Part 12 promulgated by the California Building Standards Commission is hereby adopted by reference thereto as if fully set forth in this Chapter. Copies of the 2025 California References Standard Code are on file in the offices of the City Clerk and Building Official. Any changes made by the California Building Standards Commission applicable to the City, including new editions, shall be deemed incorporated herein. If any conflicts between this

Code and any other City, State or Federal Code should arise, the most restrictive Code providing the highest level of safety as determined by the Building Official shall prevail.

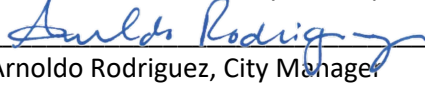


REPORT TO CITY COUNCIL

Approved by:



Will Tackett, Community Development Director



Arnoldo Rodriguez, City Manager

Council Meeting of: October 15, 2025

Agenda Number: A-2

SUBJECT:

Initiation of proceedings for the annexation of the Tract 25-S-01 Tozer III Subdivision into Community Facilities District 2005-1

RECOMMENDATION:

That Council adopt a Resolution:

1. Declaring Its Intention to Annex Territory (Tract 25-S-01/TSM 2024-05, Tozer III Subdivision) to the City of Madera Community Facilities District No. 2005-1 (Public Services), to Authorize the Levy of Special Taxes Therein, and Setting Public Hearing (Annexation No. 17)

SUMMARY:

The attached resolution will begin the proceedings for the annexation of the development project known as Tract 25-S-01 (Tentative Subdivision Map [TSM] 2024-05) Tozer III Subdivision (the "Project") into Community Facilities District No. 2005-1 ("CFD"). The conditions of approval for the Project require it to annex into CFD 2005-1, which was established as an annexable district to provide funding to offset the increased cost for public safety, open space, and parks maintenance created by new development.

DISCUSSION:

By Resolution No. 05-334, the City Council established CFD 2005-1, a Mello Roos Community Facilities District with the intention that future development within the City of Madera (City) would annex into this district. The special taxes collected from the property owners within the district are used for the funding of police and fire protection services, storm drain infrastructure maintenance and operations, and park maintenance. Property owner assessments are paid as a component of the property tax collection process. As was originally envisioned with the establishment of the CFD, future residential projects not included in the initial formation process are required to go through an annexation process in order to be included in CFD 2005-1. Projects may be annexed one at a time, or in a group if they are ready at the same time.

The Tozer III Subdivision makes up Annexation No. 17 and is owned by Joseph Crown Construction & Development Inc. The Project includes the development of approximately 168 single family residential

units, a ±1.2-acre public pocket park, and a ±4.3-acre master plan basin. The boundaries of the Project consist of the area within original Assessor's Parcel Number's (APN's) 011-370-005, an area of ±29.08 total acres, as depicted on Attachment 1.

<i>Table 1: Project Overview</i>			
<i>Project Name</i>	<i>Owner</i>	<i>Units</i>	<i>Location</i>
Tract 25-S-01/TSM 2024-05 , Tozer III Subdivision	Joseph Crown Construction & Development Inc.	168	East of Tozer Street (Road 28), between Avenue 13 ½ & East Pecan Avenue (Avenue 13)

The attached resolution represents the first steps that must be taken in the annexation process. The resolution declares the City's intention to annex the proposed territory into CFD 2005-1, and establishes November 5, 2025, as the public hearing date for consideration of the annexation of the property into CFD 2005-1. See Attachment 1 to view a diagram of the properties proposed to be annexed. As with all residential subdivisions, conditions of approval for the subdivision require annexation into CFD 2005-1 prior to recordation of the final subdivision map. This will comprise the 17th annexation into CFD 2005-1. See Exhibit A of Attachment 1 for a history of annexations into CFD 2005-1.

FINANCIAL IMPACT:

The 2026/2027 Fiscal Year CFD 2005-1 assessment for single-family residential development is not yet available. However, the 2025/2026 Fiscal Year CFD 2005-1 assessment for single-family residential development is \$583.98 per dwelling unit. Based on this figure, the estimated annual revenue that will be received by the City (Fund 76650) for all 168 units in Annexation No. 17 will be \$98,108.64. Assessment rates for CFD 2005-1 include an annual Consumer Price Index ("CPI") adjustment; therefore, this amount will escalate over time. The process for annexation is funded by the subdivider/developer and no General Fund monies are used for this effort.

ALTERNATIVES:

The City Council adopted Ordinance C.S. 792, which established the district and its special tax structure, on December 7, 2005. The Council could, at its discretion, consider alternative methods for funding the necessary services that are demanded by residential development and supported by CFD 2005-1. Amendment of the ordinance would be required.

ATTACHMENTS:

1. Resolution – Intent to Annex No. 17
 - Exhibit A – CFD 2005-1 Boundary Map
 - Exhibit B. – Annexation No. 17 Map
 - Exhibit C – Rate and Method of Apportionment
2. TSM 2024-05, Tozer III Subdivision Map

ATTACHMENT 1

Resolution – Intent to Annex No. 17

Including:

Exhibit A – CFD 2005-1 Boundary map

Exhibit B – Annexation No. 17 Map

Exhibit C – Rate and Method of Apportionment

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA,
DECLARING ITS INTENTION TO ANNEX TERRITORY (TRACT 25-S-01/TSM 2024-05, TOZER III SUBDIVISION) TO THE CITY OF MADERA COMMUNITY FACILITIES
DISTRICT NO. 2005-1 (PUBLIC SERVICES), TO AUTHORIZE THE LEVY OF SPECIAL
TAXES THEREIN, AND SETTING PUBLIC HEARING (ANNEXATION NO. 17)**

WHEREAS, the City Council of the City of Madera has conducted proceedings to establish Community Facilities District No. 2005-1 (Public Services) (the “CFD”) pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the “Act”), Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing at Section 53311, of the California Government Code; and

WHEREAS, under the Act, the City Council, as the legislative body for the CFD, is empowered with the authority to annex territory to the CFD, and now desires to undertake proceedings to annex the territory known as Tract 25-S-01/TSM 2024-05, Tozer III Subdivision (“Annexation No. 17”) to the CFD. Annexation No. 17 will consist of 168 single family residential units located on the east side of Tozer Street (Rd. 28) between Avenue 13 ½ and East Pecan Avenue (Avenue 13), a 1.2-acre pocket park and a 4.3-acre master plan basin.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA, HEREBY RESOLVES:

SECTION 1. This Council hereby finds and determines that public convenience and necessity require that territory be added to the CFD.

SECTION 2. The name of the existing CFD is “Community Facilities District No. 2005-1 (Public Services)”.

SECTION 3. The territory included in the existing CFD is as shown on the maps thereof filed in the office of the County Recorder, County of Madera State of California, to which maps reference is hereby made which have been filed with the Madera County Recorder’s Office. Said territory is generally described in Exhibit “A” attached hereto.

The territory now proposed to be annexed to the CFD is as shown on the Boundary Map of Annexation No. 17 to the CFD, on file with the City Clerk, a copy of which is attached hereto as Exhibit “B” and made a part hereof.

SECTION 4. The types of public services financed by the CFD and pursuant to the Act consist of those services (the “Services”) described in Exhibit A to Resolution No. 05-334 adopted by the Council on the 16th day of November 2005 (the “Resolution of Formation”). Services described in Exhibit A to Resolution No. 05-334 include police protection services and fire protection and suppression services, including but not limited to (i) the costs of contracting services; (ii) equipment, vehicles, ambulances and paramedics, fire apparatus, supplies; (iii) the salaries and benefits of City staff that directly provide police protection services and fire protection and suppression services and other services as defined herein, respectively; (iv) City overhead costs associated with providing such services within the District; (v) park maintenance; and (vi) storm drainage system operation and maintenance. It is presently intended that the Services will be shared, without preference or priority, by the existing territory in the CFD and the territory proposed to be annexed to the CFD.

SECTION 5. Except to the extent that funds are otherwise available to the CFD to pay for the Services and/or the principal and interest as it becomes due on bonds of the CFD issued to finance the Services, a special tax sufficient to pay the costs thereof is intended to be levied annually within the CFD, and collected in the same manner as ordinary ad valorem property taxes. The proposed rate and method of apportionment of the special tax among the parcels of real property within the CFD, as now in existence and following the annexation proposed herein, and in sufficient detail to allow each landowner within the territory proposed to be annexed to the CFD to estimate the maximum amount such owner will have to pay, is described in Exhibit C, which is hereby incorporated by this reference.

SECTION 6. The City Staff presented Annexation No. 17 to City Council at a Council Meeting on October 1, 2025, in order to begin annexation proceedings.

SECTION 7. The City Council fixes November 5, 2025, at 6:00 p.m., in the regular meeting place of this Council, being the City Council Chambers, located at 205 W. 4 St, Madera, California, the Council, as legislative body for the CFD, to conduct a public hearing on the annexation of territory to the CFD and consider and finally determine whether the public interest, convenience and necessity require said annexation of territory to the CFD and the levy of said special tax therein.

SECTION 8. The City Clerk is hereby directed to cause notice of said public hearing to be given by publication one time in a newspaper of general circulation in the area of the CFD. The publication of said notice shall be completed at least seven days before the date herein set for said hearing. Said notice shall be substantially in the form specified in Section 53339.4 of the Act. The City Clerk shall also cause a copy of the Resolution of Annexation, or a notice thereof, to be mailed to each landowner (and to each registered voter, if any) within the territory proposed to be annexed, which resolution or notice shall be mailed at least fifteen days before the date of said hearing.

Exhibit A

CITY OF MADERA
COMMUNITY FACILITIES DISTRICT
NO. 2005-1

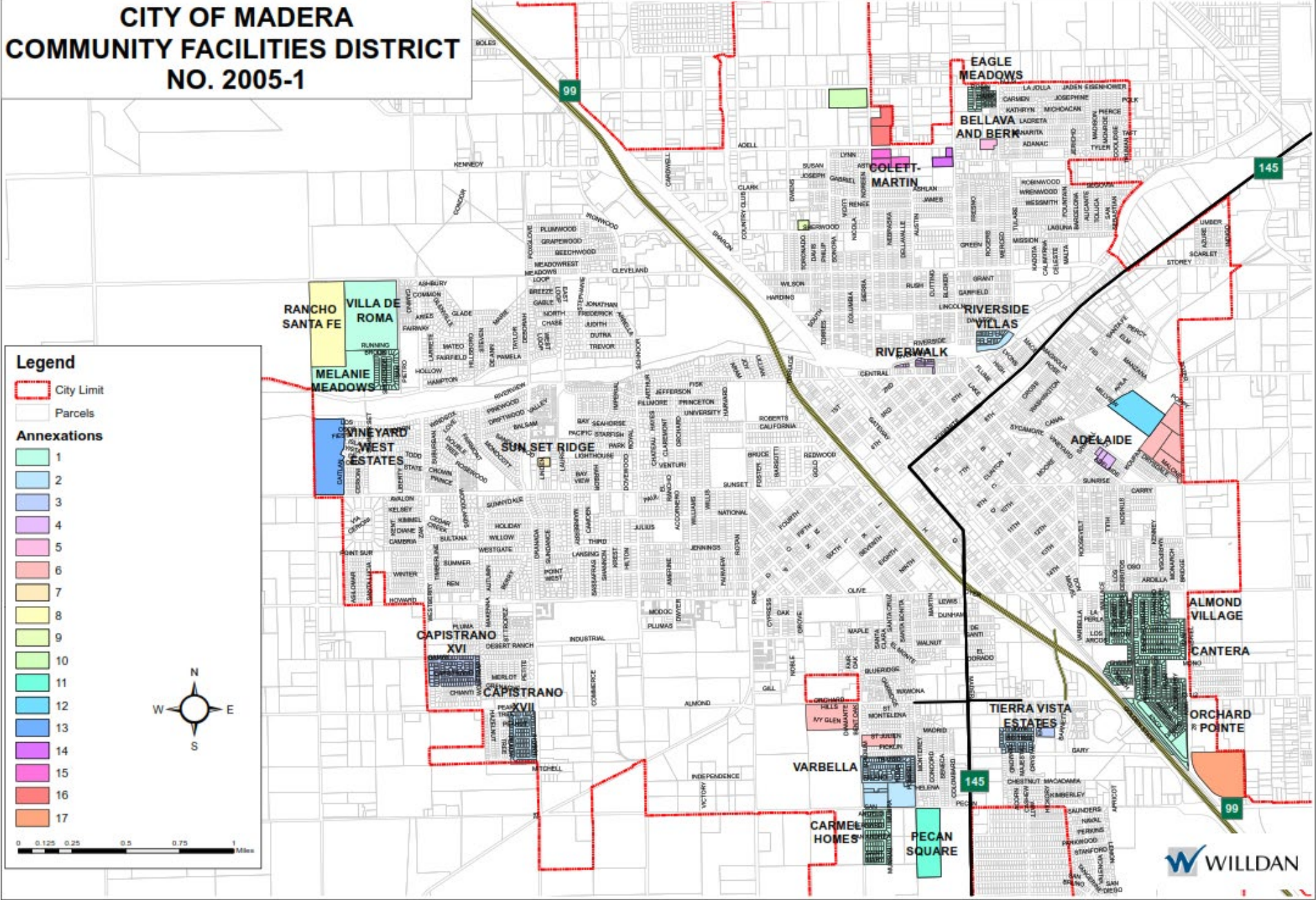
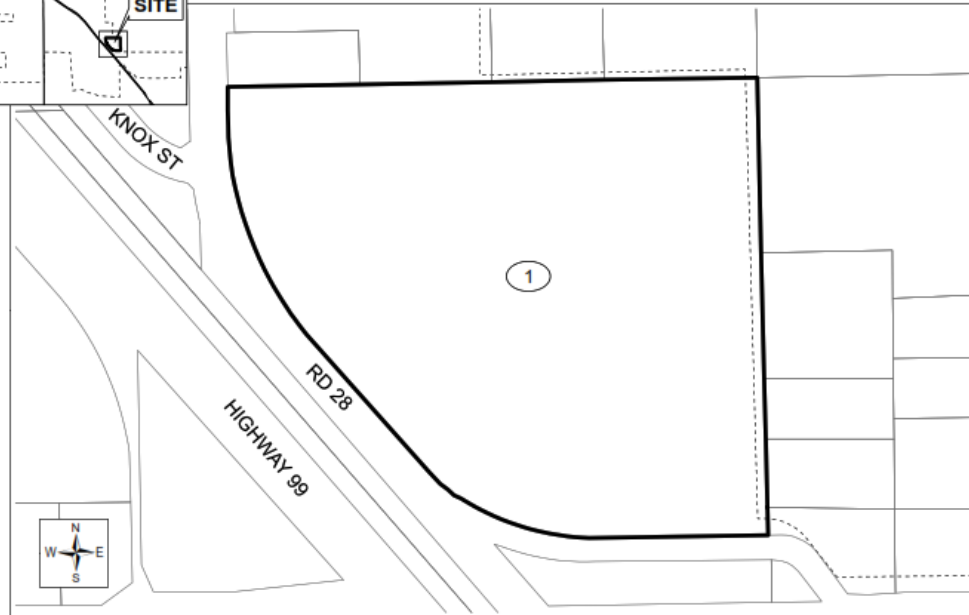
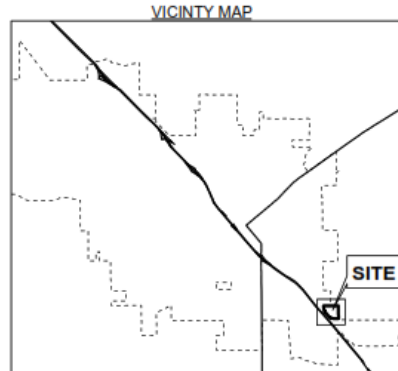


Exhibit B

SHEET 1 OF 1

ANNEXATION MAP NO. 17 COMMUNITY FACILITIES DISTRICT NO. 2005-1

CITY OF MADERA
COUNTY OF MADERA
STATE OF CALIFORNIA



Legend

- City Boundaries
- Annexation Parcels
- Map Reference Number

1 in = 175 feet

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	011-370-005

FILED IN THE OFFICE OF THE CITY CLERK THIS _____
DAY OF _____, 20__.

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING
PROPOSED BOUNDARIES OF ANNEXATION MAP NO. 16 OF
COMMUNITY FACILITIES DISTRICT NO. 2005-01, CITY OF
MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA, WAS
APPROVED BY THE CITY COUNCIL OF THE CITY OF MADERA AT
A REGULAR MEETING, THEREOF, HELD ON THE _____
DAY OF _____, 20__, BY ITS RESOLUTION NO. _____

CITY CLERK
CITY OF MADERA

FILED THIS _____ DAY OF _____
20__ AT THE HOUR OF _____ O'CLOCK _____ M. IN
BOOK _____ PAGE(S) _____ OF MAPS OF
ASSESSMENT AND COMMUNITY FACILITIES DISTRICT AND
INSTRUMENT NO. _____ IN THE OFFICE OF THE
COUNTY RECORDER IN THE COUNTY OF MADERA, STATE OF
CALIFORNIA.

COUNTY RECORDER
COUNTY OF MADERA
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY OF COMMUNITY
FACILITIES DISTRICT NO. 2005-01 OF THE CITY OF MADERA
RECORDED WITH THE MADERA COUNTY RECORDER'S OFFICE
ON OCTOBER 7, 2005, IN BOOK 4 OF MAPS OF ASSESSMENT
AND COMMUNITY FACILITIES DISTRICT ON PAGES 42
THROUGH 45.

THE LINES AND DIMENSIONS OF EACH LOT OR PARCEL
SHOWN ON THIS DIAGRAM SHALL BE THOSE LINES AND
DIMENSIONS AS SHOWN ON THE MADERA COUNTY
ASSESSOR'S MAPS FOR THOSE PARCELS LISTED.

THE MADERA COUNTY ASSESSOR'S MAP SHALL GOVERN FOR
ALL DETAIL CONCERNING THE LINES AND DIMENSIONS OF
SUCH LOTS OR PARCELS.



Exhibit C

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

A Special Tax of Community Facilities District No. 2005-1 of the City of Madera (the "District") shall be levied on all Assessor's Parcels in the District and collected each Fiscal Year commencing Fiscal Year 2006-07 in an amount determined by the City through the application of the rate and method of apportionment of the Special Tax set forth below. All of the real property in the District, unless exempted by law or by the provisions hereof shall be taxed for the purposes, to the extent and in the manner herein provided.

DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre or Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final subdivision map, other final map, other parcel map, other condominium plan, or functionally equivalent map or instrument recorded in the Office of the County Recorder. The square footage of an Assessor's Parcel is equal to the Acreage multiplied by 43,560.

"Act" means the Mello-Roos Community Facilities Act of 1982, being Chapter 2.5, Part 1, Division 2 of Titles of the Government Code of the State of California, as amended, which authorizes the establishment of the District to finance: a) police protection services, and b) fire protection and suppression services, c) park maintenance, d) storm drainage system operation and maintenance and other services as defined herein including but not limited to ambulance and paramedic services.

"Administrative Expenses" means the actual or estimated costs incurred by the City as administrator of the District to determine, levy and collect the Special Taxes, including the proportionate amount of the salaries and benefits of City employees whose duties are directly related to administration of the District and the fees of consultants, legal counsel, the costs of collecting installments of the Special Taxes upon the general tax rolls, preparation of required reports; and any other costs required to administer the District as determined by the City.

"Annual Escalation Factor" means the greater of the increase in the annual percentage change of the All Urban Consumers Consumer Price Index (CPI) or three percent (3%). The annual CPI used shall be for the area of San Francisco-Oakland-San Jose, CA as reflected in the then-current April update. The annual CPI used shall be as determined by the United States Department of Labor, Bureau of Labor Statistics, and may be obtained through the California Division of Labor Statistics and Research (www.dir.ca.gov/dlsr). If the foregoing index is not available, the District Administrator shall select a reasonably comparable index.

“Assessor’s Parcel” means a lot or parcel shown in an Assessor’s Parcel Map with an assigned assessor’s parcel number.

“Assessor’s Parcel Map” means an official map of the Assessor of the County designating parcels by assessor’s parcel number.

“Base Year” means Fiscal Year ending June 30, 2007.

“City” means the City of Madera.

“Council” means the City Council of the City of Madera, acting as the legislative body of the District. **“County”** means the County of Madera, California.

“Developed Multi-Family Residence” means all Assessor’s Parcels of Developed Property for which a building permit has been issued for purposes of constructing a residential structure consisting of two or more residential units that share common walls, including but not limited to, duplexes, triplexes, town homes, condominiums, and apartment units.

“Developed Property” means all Taxable Property, exclusive of Property Owner Association Property, Non-Residential Property, or Public Property, for which a building permit was issued after January 1, 2005, and prior to May 1st preceding the Fiscal Year in which the Special Tax is being levied.

“Developed Single-Family Residence” means all Assessor’s Parcels of Developed Property for which a building permit(s) has been issued for purposes of constructing one single-family residential dwelling unit.

“District Administrator” means an official of the City, or designee thereof responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes.

“District” means Community Facilities District No. 2005-1 of the City of Madera.

“Entitled Property” means an Assessor’s Parcel and/or Lot in the District, which has a Final Map recorded prior to January 1st preceding the Fiscal Year in which the Special Tax is being levied, but for which no building permit has been issued prior to the May 1st preceding the Fiscal Year in which the Special Tax is being levied. The term “Entitled Property” shall apply only to Assessors’ Parcels and/or Lots, which have been subdivided for the purpose of residential development, excluding any Assessor’s Parcel that is designated as a remainder parcel determined by final documents and/or maps available to the District Administrator.

“Final Map” means an Assessor’s Parcel Map, a final subdivision map, other parcel map, other

final map, other condominium plan, or functionally equivalent map that has been recorded in the Office of the County Recorder.

“Fiscal Year” means the period starting July 1 and ending on the following June 30.

“Land Use Class” means any of the classes listed in Table 1.

“Lot” means property within a recorded Final Map identified by a lot number for which a building permit has been issued or may be issued.

“Maximum Special Tax” means the maximum Special Tax, determined in accordance with Section C below that can be levied in the District in any Fiscal Year on any Assessor’s Parcel.

“Non-Residential Property” means all Assessors’ Parcels for which a building permit(s) has been issued for a non-residential use and does not contain any residential units as defined under Developed Single Family Residence or Developed Multi-Family Residence.

“Property Owner Association Property” means any property within the boundaries of the District that is owned by, or irrevocably dedicated as indicated in an instrument recorded with the County Recorder to a property owner association, including any master or sub- association.

“Proportionately” means in a manner such that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Assessor’s Parcels within each Land Use Class.

“Public Property” means any property within the boundaries of the District that is, at the time of the District formation or at the time of an annexation, expected to be used for rights-of-way, parks, schools or any other public purpose and is owned by or irrevocably offered for dedication to the federal government, the State, the County, the City or any other public agency.

“Service Costs” means the estimated and reasonable costs of providing police protection services and fire protection and suppression services, including but not limited to (i) the costs of contracting services, (ii) equipment, vehicles, ambulances and paramedics, fire apparatus, supplies, (iii) the salaries and benefits of City staff that directly provide police protection services and fire protection and suppression services and other services as defined herein, respectively, (iv) City overhead costs associated with providing such services within the District, (v) park maintenance, and (vi) storm drainage system operation and maintenance. On each July 1 following the Base Year, the increases attributed to salaries and benefits shall be calculated and limited to the increase based on the Annual Escalation Factor. The Special Tax will finance Services that are in addition to those provided in or required for the territory within the District and will not be replacing Services already available. The Special Tax provides only partial finding for police services, fire suppression and protection services, park maintenance, and storm drainage system operation and maintenance.

“Special Tax” means the Special Tax to be levied in each Fiscal Year on each Assessor’s Parcel of Taxable Property to find the Special Tax Requirement, and shall include Special Taxes levied or to be levied under Sections C and D, below.

“Special Tax Requirement” means that amount required in any Fiscal Year for the District to: (i) pay for Service Costs; (ii) pay reasonable Administrative Expenses; (iii) pay any amounts required to establish or replenish any reserve funds; and (iv) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous Fiscal Year; less any surplus of funds available from the previous Fiscal Year’s Special Tax levy.

“State” means the State of California.

“Property” means all of the Assessor’s Parcels within the boundaries of the District and any future annexation to the District that are not exempt from the Special Tax pursuant to law or as defined herein.

“Tax Exempt Property” means an Assessor’s Parcel not subject to the Special Tax. Tax- Exempt Property includes: (i) Public Property, (ii) Property Owner Association Property, (iii) Non-Residential Property, and (iv) property designated by the City or District Administrator as Tax-Exempt Property.

“Undeveloped Property” means, for each Fiscal Year, all Assessor’s Parcels of Taxable Property not classified as Developed Property or Entitled Property, including an Assessor’s Parcel that is designated as a remainder parcel and is not identified as potential Public Property by any final documents and/or maps available to the District Administrator means any separate residential dwelling unit in which a person or persons may live, which comprises an independent facility capable of conveyance separate from adjacent residential dwelling units and is not considered to be for commercial or industrial use.

ASSIGNMENT TO LAND USE CATEGORIES

Each Fiscal Year using the definitions above, all Taxable Property within the District shall be classified as Developed Property, Entitled Property, or Undeveloped Property. Developed Property shall be further classified as Developed Single-Family Residence or Developed Multi-Family Residence. Commencing with the Base Year and for each subsequent Fiscal Year, all Taxable Property shall be subject to Special Taxes pursuant to Sections C and D below.

1. DEVELOPED PROPERTY

TABLE 1
MAXIMUM SPECIAL TAX FOR DEVELOPED PROPERTY
COMMUNITY FACILITIES DISTRICT No. 2005-1

Land Use Class	Description	Maximum Special Tax Per Unit ¹
1	Developed Single-Family Residence	\$311 per unit
2	Developed Multi-Family Residence	\$285 per unit
¹ Maximum Special Tax includes Administrative Expenses		

2. ENTITLED PROPERTY

TABLE 2
MAXIMUM SPECIAL TAX FOR ENTITLED PROPERTY
COMMUNITY FACILITIES DISTRICT No. 2005-1

Land Use Class	Description	Maximum Special Tax Per Unit ¹
3	Entitled Property	\$166 per lot
¹ Maximum Special Tax includes Administrative Expenses		

On each July 1 following the Base Year (i.e., July 1, 2007), the Maximum Special Tax Rates in Table 1 and Table 2 shall be increased in accordance with the Annual Escalation Factor.

3. UNDEVELOPED PROPERTY

No Special Tax shall be levied on Undeveloped Property.

4. TAX-EXEMPT PROPERTY

No Special Tax shall be levied on Tax-Exempt Property.

5. MULTIPLE LAND USE CLASSES

In some instances, an Assessor's Parcel may contain more than one Land Use Class. The Maximum Special Tax levied on an Assessor's Parcel shall be the sum of the Maximum Special Tax levies that can be imposed on all Land Use Classes located on that Assessor's Parcel.

METHOD OF APPORTIONMENT OF SPECIAL TAXES

Commencing with Fiscal Year 2006-07, and for each subsequent Fiscal Year, the District Administrator shall calculate the Special Tax Requirement based on the definitions in Section A and levy the Special Tax as follows until the amount of the Special Tax levied equals the Special Tax Requirement. First, the Special Tax shall be levied each Fiscal Year on each Assessor's Parcel of Developed Property Proportionately between Developed Single-Family Residence and Developed Multi-Family Residence up to 100% of the applicable Maximum Special Tax. Second, if the Special Tax Requirement has not been satisfied by the first step, then the Special Tax shall be levied each Fiscal Year on each Assessor's Parcel of Entitled Property up to 100% of the applicable Maximum Special Tax for Entitled Property.

APPEALS

Any taxpayer that believes that the amount of the Special Tax assigned to an Assessor's Parcel is in error may file a written notice with the District Administrator appealing the levy of the Special Tax. This notice is required to be filed with the District Administrator during the Fiscal Year the error is believed to have occurred. The District Administrator or designee will then promptly review the appeal and, if necessary, meet with the taxpayer. If the District Administrator verifies that the tax should be changed, the Special Tax levy shall be corrected and, if applicable in any case, a refund shall be granted.

EXEMPTIONS

No Special Tax shall be levied on Non-Residential Property, Undeveloped Property, Property Owner Association Property or Public Property.

MANNER OF COLLECTION

Special Tax as levied pursuant to Section D above shall be collected in the same manner and at the same time as ordinary ad valorem property taxes; provided, however, that the District Administrator may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner if necessary to meet the financial obligations of the District or as otherwise determined appropriate by the District Administrator.

TERM OF SPECIAL TAX

After the establishment of the District, the City Council may reexamine, if deemed necessary by City Council, the necessity of the continuance of the Special Tax through the preparation of a Fiscal Impact Analysis, otherwise the Special Tax shall be levied in perpetuity.

ATTACHMENT 2

Tract 25-S-01
Tozer III Subdivision Map

Attachment 2

FINAL MAP OF
TRACT NO. 25-S-01

A VESTING MAP BEING A SUBDIVISION OF A PORTION OF THE SOUTHWEST QUARTER
OF SECTION 29, TOWNSHIP 11 SOUTH, RANGE 18 EAST, MOUNT DIABLO BASE &
MERIDIAN IN THE CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA
SURVEYED AND PLATTED IN APRIL 2024, BY LANDDESIGN CONSULTING

NOTARY ACKNOWLEDGMENT

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 _____, BEFORE ME, _____, NOTARY PUBLIC,
PERSONALLY APPEARED _____,
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE
NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT
HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY
HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON
BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA
THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND

SIGNATURE _____

NAME _____

COUNTY OF _____

MY COMMISSION EXPIRES _____

MY COMMISSION NUMBER _____

SOILS REPORT CERTIFICATE

RECORD TITLE INTEREST STATEMENT

THE UNDERSIGNED, BEING ALL PARTIES HAVING ANY RECORD TITLE INTEREST IN THE LAND WITHIN THIS
SUBDIVISION, HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS MAP AND OFFER FOR
DEDICATION FOR PUBLIC USE THE RIGHT-OF-WAY FOR ROAD PURPOSES AND EASEMENTS SPECIFIED ON
SAID MAP AS INTENDED FOR PUBLIC USE FOR THE PURPOSES SPECIFIED THEREIN.

JOSEPH CROWN CONSTRUCTION AND DEVELOPMENT INC., A CALIFORNIA CORPORATION

BY: _____ DATE _____
JOSEPH DONALD CROWN , PRESIDENT

CONSISTING OF FOUR SHEETS
SHEET ONE OF FOUR SHEETS

THIS PROPERTY IS SUBJECT TO THE FOLLOWING

- EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A
DOCUMENT:
GRANTED TO: SAN JOAQUIN LIGHT & POWER CORPORATION
PURPOSE: PUBLIC UTILITIES
RECORDING DATE: JANUARY 10, 1922
RECORDING NO.: BOOK 11, PAGE 375, OF COVENANTS
THE EXACT LOCATION AND EXTENT OF SAID EASEMENT IS NOT DISCLOSED OF RECORD.
- EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A
DOCUMENT:
GRANTED TO: PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION
PURPOSE: PUBLIC UTILITIES AND INCIDENTAL PURPOSES
RECORDING DATE: OCTOBER 11, 2007
RECORDING NO.: 2007038302, OF OFFICIAL RECORDS
AFFECTS: PORTION OF SAID LAND, AS MORE FULLY DESCRIBED IN SAID DOCUMENT
DESCRIBED AS 10'X35' EASEMENT AREA, EXACT LOCATION NOT DISCLOSED OF RECORD.
- MATTERS CONTAINED IN THAT CERTAIN DOCUMENT
ENTITLED: INDEMNITY AGREEMENT
DATED: OCTOBER 6, 2010
EXECUTED BY: CITY OF MADERA, A MUNICIPAL CORPORATION AND MADERA HERITAGE L.P., MADERA
AVENUE 12 L.P., AND JOHN SESSIONS, AN INDIVIDUAL
RECORDING DATE: JANUARY 25, 2011
RECORDING NO.: 2011002008, OF OFFICIAL RECORDS
REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL PARTICULARS.
AFFECTS: THE HEREIN DESCRIBED LAND AND OTHER LAND.

LEGAL 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:

ALL OF LOT 26 AND ALL OF FRACTIONAL LOT 25 LYING NORTH AND EAST OF THE SOUTHERN
PACIFIC RAILROAD COMPANY RIGHT OF WAY, ALL IN SECTION 29, TOWNSHIP 11 SOUTH, RANGE 18
EAST, MOUNT DIABLO BASE AND MERIDIAN OF LANKERSHIM COLONY, ACCORDING TO THE MAP
THEREOF RECORDED FEBRUARY 5, 1889 IN BOOK 4 PAGE 31 OF MAPS, MADERA COUNTY RECORDS.
EXCEPTING THEREFROM THOSE PORTIONS OF LOTS 25 AND 26 OF LANKERSHIM COLONY, AS
DESCRIBED IN THAT CERTAIN HIGHWAY EASEMENT DEED TO THE STATE OF CALIFORNIA, DATED JUNE
20, 1951 AND RECORDED AUGUST 3, 1951 IN BOOK 525 PAGE 452, OFFICIAL RECORDS OF
MADERA COUNTY.

ALSO EXCEPTING THEREFROM THE PROPERTY DESCRIBED IN THAT CERTAIN LIS PENDENS RECORDED
ON SEPTEMBER 11, 1964 IN BOOK 913 PAGE 40, AS DOCUMENT NO. 11787, OFFICIAL RECORDS, IN
CONNECTION WITH ACTION NO. 13866 OF THE SUPERIOR COURT, MADERA COUNTY, CALIFORNIA.
AND ALSO EXCEPTING THEREFROM THE PROPERTY AS DESCRIBED IN THAT CERTAIN GRANT DEED TO
THE STATE OF CALIFORNIA, RECORDED MAY 22, 1967 IN BOOK 987 PAGE 168, MADERA COUNTY
RECORDS.



SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN
CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE
REQUEST OF JOSEPH CROWN ON APRIL 2020. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE
CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN THOSE POSITIONS
ON OR BEFORE ONE YEAR OF THE DATE THIS MAP IS RECORDED, OR ANY TIME EXTENSION APPROVED
BY THE CITY ENGINEER AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE
SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY
APPROVED TENTATIVE MAP.

RUBEN APARICIO III, LS 8026 DATE _____

CITY ENGINEER'S CERTIFICATE

I, KEITH B. HELMUTH, CITY ENGINEER OF THE CITY OF MADERA, DO HEREBY CERTIFY THAT I HAVE
EXAMINED THIS MAP, THAT THE SUBDIVISION SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON
THE APPROVED TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF, THAT ALL PROVISIONS OF
THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE
TENTATIVE MAP HAVE BEEN COMPLIED WITH.

BY: _____ DATE _____
KEITH B. HELMUTH, CITY ENGINEER, R.C.E. 50192

CITY SURVEYOR'S CERTIFICATE

I, GARY D. HORN, CITY SURVEYOR OF THE CITY OF MADERA, HEREBY STATE THAT I AM SATISFIED THAT
THE MAP IS TECHNICALLY CORRECT, PURSUANT TO THE PROVISIONS OF THE SUBDIVISION MAP ACT.

BY: _____ DATE _____
GARY D. HORN, CITY SURVEYOR, R.C.E. 30501

DEVELOPMENT REVIEW COMMITTEE CERTIFICATE

I, GARY CONTE, SECRETARY OF THE DEVELOPMENT REVIEW COMMITTEE OF THE CITY OF MADERA,
STATE OF CALIFORNIA, HEREBY CERTIFY THAT SAID PLANNING COMMISSION CONDITIONALLY APPROVED
THE TENTATIVE MAP ON THE _____ DAY OF _____, 2025.

BY: _____ DATE _____
GARY CONTE, SECRETARY,
CITY OF MADERA DEVELOPMENT REVIEW COMMITTEE

CITY CLERK'S CERTIFICATE

I, ALICIA GONZALES, CITY CLERK OF THE CITY OF MADERA, HEREBY CERTIFY THAT THE CITY COUNCIL OF
THE CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA, BY RESOLUTION NO. _____
ADOPTED AT THE MEETING OF SAID COUNCIL DULY CONVENED AND HELD ON THE _____ DAY OF _____,
2025, DID APPROVE THE WITHIN MAP, AND ACCEPTED ON BEHALF OF THE PUBLIC,
SUBJECT TO CONSTRUCTION, ALL PARCELS OF LAND OFFERED FOR DEDICATION FOR PUBLIC USE IN
CONFORMITY WITH TERMS OF THE OFFER OF DEDICATION, AND APPROVED THE ABANDONMENT OF THE
EASEMENTS NOTED ON THIS MAP AS ABANDONED BY THE FILING OF THE MAP. IN WITNESS WHEREOF, I
HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL OF SAID CITY THIS _____ DAY OF _____,
2025.

BY: _____ DATE _____
ALICIA GONZALES, MADERA CITY CLERK

RECORDER'S CERTIFICATE

DOCUMENT NO. _____ FEE \$ _____
FILED THIS _____ DAY OF _____, 2025,
AT _____ M. IN VOLUME _____ OF PLATS, AT PAGES _____,
AND _____, M.C.R., AT THE REQUEST OF FIDELITY NATIONAL TITLE COMPANY

MADERA COUNTY RECORDS
REBECCA MARTINEZ, RECORDER

BY: _____ DEPUTY

A VESTING MAP
BEING A SUBDIVISION OF A PORTION OF THE SOUTHWEST
QUARTER OF SECTION 29, TOWNSHIP 11 SOUTH, RANGE 18
EAST, MOUNT DIABLO BASE & MERIDIAN IN THE CITY OF
MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA SURVEYED
AND PLATTED IN APRIL 2024, BY LANDDESIGN CONSULTING

BASIS OF BEARINGS

NOTES

1. FOUND 3/4" IRON PIPE, DOWN 0.6', NO TAG ACCEPTED AS BEING ON THE NORTH LINE OF LOT 25 PER PARCEL MAP NO. 3249, RECORDED IN VOL. 38, PAGE 101-102 OF MAPS M.C.R.
2. FOUND 3/4" IRON PIPE, DOWN 0.2', TAGGED RCE 18489, ACCEPTED AS BEING ON THE NORTH LINE OF LOT 25 PER PARCEL MAP NO. 3249, RECORDED IN VOL. 38, PAGE 101-102 OF MAPS M.C.R.
3. FOUND T-BAR FLUSH ACCEPTED AS BEING ON THE EAST RAILROAD R/W AND WEST R/W OF THE FRONTAGE ROAD PER UNRECORDED STATE HIGHWAY MONUMENTATION MAP FOR MAD-99, POST MILE 8.9, SHEET 6 OF 7.
4. FOUND T-BAR FLUSH ACCEPTED AS BEING ON THE EAST R/W OF THE FRONTAGE ROAD PER UNRECORDED STATE HIGHWAY MONUMENTATION MAP FOR MAD-99, POST MILE 8.9, SHEET 6 OF 7.
5. FOUND BRASS CAP IN WELL ACCEPTED AS BEING THE E.C. OF THE FRONTAGE ROAD CENTERLINE PER UNRECORDED STATE HIGHWAY MONUMENTATION MAP FOR MAD-99, POST MILE 8.9, SHEET 6 OF 7.
6. FOUND CONCRETE C-MONUMENT UP 1.1' ACCEPTED AS BEING ON THE EAST RAILROAD ROW AND WEST ROW OF STATE ROUTE 99
7. FOUND 3/4" IRON PIPE, DOWN 0.9', NO TAG ACCEPTED AS BEING ON THE SOUTHWEST CORNER OF PARCEL 4 PER PARCEL MAP NO. 3868, RECORDED IN VOL. 49, PAGE 29 OF MAPS M.C.R. AND ALSO ACCEPTED AS BEING ON THE EAST LINE OF LOT 26.
8. FOUND 3/4" IRON PIPE, DOWN 0.3', NO TAG ACCEPTED AS BEING ON THE SOUTHERLY LINE OF PARCEL 4 PER PARCEL MAP NO. 3868, RECORDED IN VOL. 49, PAGE 29 OF MAPS M.C.R.
9. FOUND BRASS CAP IN WELL ACCEPTED AS BEING THE B.C. OF THE FRONTAGE ROAD CENTERLINE PER UNRECORDED STATE HIGHWAY MONUMENTATION MAP FOR MAD-99, POST MILE 8.9, SHEET 6 OF 7.
10. FOUND BRASS CAP IN WELL ACCEPTED AS BEING THE E.C. OF THE FRONTAGE ROAD CENTERLINE PER UNRECORDED STATE HIGHWAY MONUMENTATION MAP FOR MAD-99, POST MILE 8.9, SHEET 6 OF 7.
11. FOUND BRASS CAP IN WELL ACCEPTED AS BEING THE INTERSECTION OF THE FRONTAGE ROAD CENTERLINE AND THE SOUTH LINE OF SECTION 29, T.11S., R.18E., M.D.B.&M. PER UNRECORDED STATE HIGHWAY MONUMENTATION MAP FOR MAD-99, POST MILE 8.9, SHEET 6 OF 7.
12. PER CALTRANS RECORD MAP PM 8.54
13. THIS EAST RAILROAD ROW WAS ESTABLISHED BY PROJECTING THE LINE BETWEEN THE FOUND MONUMENTS ALONG THIS EAST LINE

LEGEND

- MONUMENT FOUND AND ACCEPTED AS NOTED.
- [] RECORD DATA PER PARCEL MAP NO. 3249, BOOK 38 OF MAPS,
PAGES 101 AND 102, M.C.R.
- { } RECORD DATA PER PARCEL MAP NO. 1447, BOOK 25 OF MAPS,
PAGE 166, M.C.R.
- \ \ RECORD DATA PER PARCEL MAP NO. 674, BOOK 18 OF MAPS,
PAGE 120, M.C.R.
- () RECORD DATA PER SUBDIVISION NO. 05-S-24, BOOK 55 OF
MAPS, PAGES 112 TO 118, M.C.R.
- | | RECORD DATA PER HIGHWAY EASEMENT DEED, VOL. 525, PAGE
452, M.C.O.R.
- < > RECORD DATA PER STATE HIGHWAY MAP, MAD 99 POST MILE 8.9,
SHEET 6 OF 7
- (()) RECORD DATA PER PARCEL MAP 3868, BOOK 49 OF MAPS,
PAGES 28-30, M.C.R.
- ⚠ FEE TITLE TO STATE PER GRANT DEED RECORDED IN BOOK 921,
PG. 189 M.C.O.R.
- C.F.R. CALCULATED FROM RECORDS.
- M.C.R. MADERA COUNTY RECORDS.
- M.C.O.R. MADERA COUNTY OFFICIAL RECORDS.



A VESTING MAP
BEING A SUBDIVISION OF A PORTION OF THE SOUTHWEST
QUARTER OF SECTION 29, TOWNSHIP 11 SOUTH, RANGE 18
EAST, MOUNT DIABLO BASE & MERIDIAN IN THE CITY OF
MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA SURVEYED
AND PLATTED IN APRIL 2024, BY LANDDESIGN CONSULTING

LEGEND

MONUMENT FOUND AND ACCEPTED AS NOTED.

[] RECORD DATA PER PARCEL MAP NO. 3249, BOOK 38 OF MAPS,
PAGES 101 AND 102, M.C.R.

{ } RECORD DATA PER PARCEL MAP NO. 1447, BOOK 25 OF MAPS,
PAGE 166, M.C.R.

\ \ RECORD DATA PER PARCEL MAP NO. 674, BOOK 18 OF MAPS,
PAGE 120, M.C.R.

() RECORD DATA PER SUBDIVISION NO. 05-S-24, BOOK 55 OF
MAPS, PAGES 112 TO 118, M.C.R.

RECORD DATA PER HIGHWAY EASEMENT DEED, VOL. 525, PAGE 452, M.C.O.R.

RECORD DATA PER STATE HIGHWAY MAP, MAD 99 POST MILE 8.9,
SHEET 6 OF 7

C.F.R. CALCULATED FROM RECORDS

M.C.R. MADERA COUNTY RECORDS.

● SET 3/4" IRON PIPE, 30" LONG, WITNESS CORNER ON SIDEYARD C

PROPERTY LINE, 3' FROM TRUE LOT CORNER, TAGGED PLS 8026.

⊙ SET 2" BRASS CAP MONUMENT STAMPED LS 8026, PER CITY

(R) BEARING RADIAL.

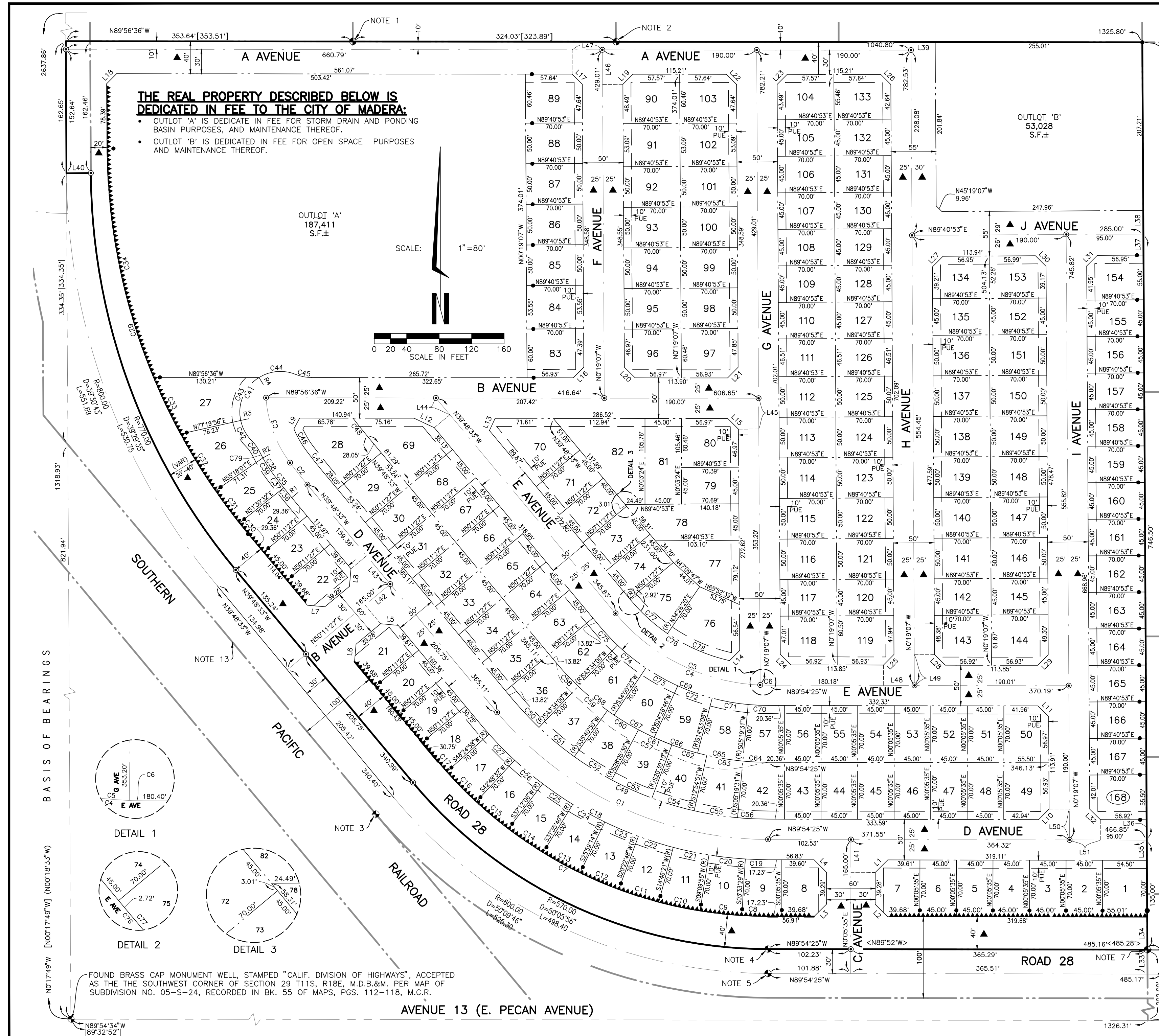
(VAR) VARIES.

———— HEAVY SHADED BORDER INDICATES THE LIMITS OF THIS SUBDIVISION

1. FOUND 3/4" IRON PIPE, DOWN 0.2', NO TAG ACCEPTED AS BEING ON THE NORTH LINE OF LOT 25 PER PARCEL MAP NO. 3249, RECORDED IN VOL. 38, PAGE 101-102 OF MAPS M.C.R.
2. FOUND 3/4" IRON PIPE, DOWN 0.2', TAGGED RCE 18489, ACCEPTED AS BEING ON THE NORTH LINE OF LOT 25 PER PARCEL MAP NO. 3249, RECORDED IN VOL. 38, PAGE 101-102 OF MAPS M.C.R.
3. FOUND T-BAR FLUSH ACCEPTED AS BEING ON THE EAST RAILROAD R/W AND WEST R/W OF THE FRONTAGE ROAD PER UNRECORDED STATE HIGHWAY MONUMENTATION MAP FOR MAD-99, POST MILE 8.9, SHEET 6 OF 7.
4. FOUND T-BAR FLUSH ACCEPTED AS BEING ON THE EAST R/W OF THE FRONTAGE ROAD PER UNRECORDED STATE HIGHWAY MONUMENTATION MAP FOR MAD-99, POST MILE 8.9, SHEET 6 OF 7.
5. FOUND BRASS CAP IN WELL ACCEPTED AS BEING THE E.C. OF THE FRONTAGE ROAD CENTERLINE PER UNRECORDED STATE HIGHWAY MONUMENTATION MAP FOR MAD-99, POST MILE 8.9, SHEET 6 OF 7.
7. FOUND 3/4" IRON PIPE, DOWN 0.9', NO TAG ACCEPTED AS BEING ON THE SOUTHWEST CORNER OF PARCEL 4 PER PARCEL MAP NO. 3868, RECORDED IN VOL. 49, PAGE 29 OF MAPS M.C.R. AND ALSO ACCEPTED AS BEING ON THE EAST LINE OF LOT 26.
8. FOUND 3/4" IRON PIPE, DOWN 0.3', NO TAG ACCEPTED AS BEING ON THE SOUTHERLY LINE OF PARCEL 4 PER PARCEL MAP NO. 3868, RECORDED IN VOL. 49, PAGE 29 OF MAPS M.C.R.
9. FOUND BRASS CAP IN WELL ACCEPTED AS BEING THE B.C. OF THE FRONTAGE ROAD CENTERLINE PER UNRECORDED STATE HIGHWAY MONUMENTATION MAP FOR MAD-99, POST MILE 8.9, SHEET 6 OF 7.

▲	AREA NOW OFFERED FOR DEDICATION TO THE CITY OF MADERA FOR PUBLIC STREET PURPOSES.
PUE	PUBLIC UTILITY EASEMENT NOW OFFERED FOR DEDICATION TO THE CITY OF MADERA FOR PUBLIC USE AND ALL MUNICIPAL PURPOSES, INCLUDING SIDEWALK.

|2649.07'|



FINAL MAP OF TRACT 25-S-01

A VESTING MAP
BEING A SUBDIVISION OF A PORTION OF THE SOUTHWEST
QUARTER OF SECTION 29, TOWNSHIP 11 SOUTH, RANGE 18
EAST, MOUNT DIABLO BASE & MERIDIAN IN THE CITY OF
MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA SURVEYED
AND PLATTED IN APRIL 2024, BY LANDDESIGN CONSULTING

CONSISTING OF FOUR SHEETS
SHEET FOUR OF FOUR SHEETS

LINE TABLE		
LINE #	LENGTH	BEARING
L1	21.77'	N45° 05' 35"E
L2	21.67'	S44° 54' 25"E
L3	21.67'	N45° 05' 35"E
L4	21.77'	S44° 55' 30"E
L5	21.77'	S84° 48' 33"E
L6	21.67'	N5° 11' 27"E
L7	21.67'	N84° 48' 33"W
L8	21.77'	S5° 11' 27"W
L9	15.00'	N28° 04' 44"E
L10	18.41'	N44° 53' 14"E
L11	18.50'	S45° 07' 52"E
L12	27.52'	S64° 52' 34"E
L13	16.60'	N25° 07' 26"E
L14	17.65'	N44° 53' 14"E
L15	18.49'	S45° 07' 52"E
L16	18.42'	N44° 52' 08"E
L17	17.54'	S45° 07' 52"E
L18	17.45'	N44° 52' 48"E
L19	17.52'	N44° 52' 08"E
L20	18.49'	S45° 07' 52"E

LINE TABLE		
LINE #	LENGTH	BEARING
L21	18.42'	N44° 52' 59"E
L22	17.54'	S45° 07' 52"E
L23	17.52'	N44° 52' 08"E
L24	18.50'	N45° 19' 07"W
L25	18.41'	N44° 53' 14"E
L26	17.54'	S45° 07' 52"E
L27	18.46'	N44° 40' 53"E
L28	18.50'	S45° 19' 07"E
L29	18.41'	N44° 53' 14"E
L30	18.46'	S45° 07' 52"E
L31	18.46'	N44° 40' 53"E
L32	18.50'	S45° 19' 07"E
L33	30.00'	N0° 19' 07"W
L34	40.00'	N0° 19' 07"W
L35	25.00'	N0° 19' 07"W
L36	25.00'	N0° 19' 07"W
L37	26.00'	S0° 19' 07"E
L38	29.00'	N0° 19' 07"W
L39	29.00'	S89° 56' 36"E
L40	30.00'	N89° 41' 37"E

LINE TABLE		
LINE #	LENGTH	BEARING
L41	40.39'	N0° 05' 35"E
L42	40.39'	N50° 11' 27"E
L43	45.39'	S39° 48' 33"E
L44	26.88'	N39° 48' 33"W
L45	37.87'	N0° 19' 07"W
L46	42.59'	N0° 19' 07"W
L47	37.16'	S89° 56' 36"E
L48	38.25'	S89° 54' 25"E
L49	37.81'	S0° 19' 07"E
L50	38.25'	S0° 19' 07"E
L51	37.90'	N89° 54' 25"W

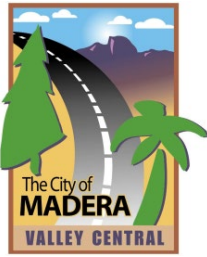
CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	TANGENT
C1	380.35'	435.00'	50°05'52"	203.30'
C2	34.48'	655.00'	3°00'57"	17.24'
C3	86.46'	150.00'	33°01'37"	44.47'
C4	214.22'	245.00'	50°05'52"	114.50'
C5	204.39'	245.00'	47°47'57"	108.57'
C6	9.83'	245.00'	2°17'55"	4.91'
C7	463.42'	530.00'	50°05'52"	247.69'
C8	32.05'	530.00'	3°27'54"	16.03'
C9	51.87'	530.00'	5°36'26"	25.95'
C10	51.87'	530.00'	5°36'26"	25.95'
C11	51.87'	530.00'	5°36'26"	25.95'
C12	51.87'	530.00'	5°36'26"	25.95'
C13	51.87'	530.00'	5°36'26"	25.95'
C14	51.87'	530.00'	5°36'26"	25.95'
C15	51.87'	530.00'	5°36'26"	25.95'
C16	51.87'	530.00'	5°36'26"	25.95'
C17	16.42'	530.00'	1°46'29"	8.21'
C18	402.21'	460.00'	50°05'52"	214.98'
C19	27.82'	460.00'	3°27'54"	13.91'
C20	45.02'	460.00'	5°36'26"	22.53'

CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	TANGENT
C21	45.02'	460.00'	5°36'26"	22.53'
C22	45.02'	460.00'	5°36'26"	22.53'
C23	45.02'	460.00'	5°36'26"	22.53'
C24	45.02'	460.00'	5°36'26"	22.53'
C25	45.02'	460.00'	5°36'26"	22.53'
C26	45.02'	460.00'	5°36'26"	22.53'
C27	45.02'	460.00'	5°36'26"	22.53'
C29	517.21'	750.00'	39°30'44"	269.37'
C31	49.63'	750.00'	3°47'29"	24.82'
C32	82.20'	750.00'	6°16'47"	41.14'
C33	77.32'	750.00'	5°54'24"	38.69'
C34	290.81'	750.00'	22°12'59"	147.26'
C35	35.79'	680.00'	3°00'57"	17.90'
C37	20.15'	680.00'	1°41'52"	10.08'
C38	33.20'	175.00'	10°52'14"	16.65'
C39	24.88'	175.00'	8°08'40"	12.46'
C40	16.85'	50.00'	19°18'14"	8.50'
C41	137.54'	50.00'	157°36'53"	252.69'
C42	28.99'	50.00'	33°13'07"	14.91'
C43	61.33'	50.00'	70°16'35"	35.19'

RADIAL TABLE	
RADIAL #	DIRECTION
R1	N50° 11' 27"E
R2	S61° 21' 03"W
R3	S77° 59' 31"W
R4	N31° 43' 54"W

CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	TANGENT
C44	47.23'	50.00'	54°07'12"	25.54'
C45	19.49'	50.00'	22°19'54"	9.87'
C46	30.87'	125.00'	14°08'53"	15.51'
C47	33.16'	630.00'	3°00'57"	16.58'
C48	26.95'	560.00'	2°45'28"	13.48'
C49	358.49'	410.00'	50°05'52"	191.61'
C50	47.40'	410.00'	6°37'27"	23.73'
C51	56.43'	410.00'	7°53'11"	28.26'
C52	54.30'	410.00'	7°35'20"	27.19'
C53	54.30'	410.00'	7°35'20"	27.19'
C54	54.30'	410.00'	7°35'20"	27.19'
C55	54.30'	410.00'	7°35'20"	27.19'
C56	37.44'	410.00'	5°13'56"	18.73'
C57	297.29'	340.00'	50°05'52"	158.90'
C58	39.31'	340.00'	6°37'27"	19.68'
C59	46.80'	340.00'	7°53'11"	23.44'
C60	45.03'	340.00'	7°35'20"	22.55'
C61	45.03'	340.00'	7°35'20"	22.55'
C62	45.03'	340.00'	7°35'20"	22.55'
C63	45.03'	340.00'	7°35'17"	22.55'

CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	TANGENT
C64	31.05'	340.00'	5°13'56"	15.53'
C65	56.73'	340.00'	9°33'37"	28.43'
C66	56.73'	340.00'	9°33'37"	28.43'
C67	56.73'	340.00'	9°33'37"	28.43'
C68	56.73'	340.00'	9°33'37"	28.43'
C69	236.08'	270.00'	50°05'52"	126.18'
C70	24.66'	270.00'	5°13'56"	12.34'
C71	45.05'	270.00'	9°33'37"	22.58'
C72	45.05'	270.00'	9°33'37"	22.58'
C73	45.05'	270.00'	9°33'37"	22.58'
C74	45.05'	270.00'	9°33'37"	22.58'
C75	31.22'	270.00'	6°37'27"	15.63'
C76	144.42'	220.00'	37°36'42"	74.92'
C77	60.48'	220.00'	15°45'07"	30.43'
C78	83.94'	220.00'	21°51'35"	42.48'
C79	8.33'	175.00'	2°43'34"	4.16'



Agenda Item: B-1

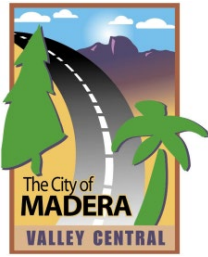
[CLERK'S NOTE]

**Wednesday, October 1, 2025
6:00 p.m.**

**Council Chambers
City Hall**

The regular meeting of the Madera City Council scheduled for Wednesday, October 1, 2025, was not conducted due to unforeseen technical issues that prevented the meeting from proceeding.

All Councilmembers were present at the time of the scheduled meeting. As a result of the technical difficulties, the meeting was canceled, and all items listed on the October 1 agenda not otherwise addressed were continued to the next regular meeting of the City Council, scheduled for Wednesday, October 15, 2025.



Item:	B-1
Minutes for:	09/17/2025
Adopted:	10/15/2025

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

**Wednesday, September 17, 2025
6:00 p.m.**

**Council Chambers
City Hall**

The Madera City Council meetings are open to the public. The meeting was available for public viewing and participation through Zoom. Members of the public were able to observe the live-streamed meeting on the City's website and were able to comment on agenda items at the meeting, remotely through an electronic meeting via phone, via email and by regular mail.

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

ROLL CALL:

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

Others present were City Manager Arnoldo Rodriguez, City Clerk Alicia Gonzales, City Attorney Shannon L. Chaffin, City Engineer Keith Helmuth, Director of Financial Services Michael Lima, Division Fire Chief Larry Pendarvis, Fire Battalion Chief Dana McCarroll, Grants Administrator Marcela Zuniga, Director of Information Technology Gary Price, Director of Parks and Community Services Joseph Hebert, Chief of Police Giachino Chiamonte, Senior Civil Engineer Jonathan Gramajo, and Administrative Analyst (HR) Eric Battles.

INVOCATION: Joyce Lane, Glory of Zion Ministries

PLEDGE OF ALLEGIANCE: Mayor Pro Tem Rodriguez

APPROVAL OF AGENDA:

ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY COUNCILMEMBER VILLEGAS, REMOVE ITEM B-5 AND ITEM D-2 FROM THE AGENDA AND CORRECT THE TYPO IN THE RESOLUTION FOR ITEM B-8 WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE.

PRESENTATIONS:

1. Proclamation Recognizing Old Timers Week

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. 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.

Mikaela Contreras, a resident of Madera, spoke in support and advocated having a splash pad in Madera. She stated that as Council might be reluctant to approve a splash pad due to budget funds that Council might want to re-evaluate the high salaries within City staff.

Maria Valenzuela, a parent in Madera spoke in support of having a splash pad in Madera.

Stephen Quick, a former resident of Madera, made Council aware of the change in Proposition 57. They have a protest planned for October 11, 2025 at the River Park Shopping Center on Nees and Blackstone Avenues. Mr. Quick handed flyers of the protest to City Clerk Alicia Gonzales for Council distribution.

Luis Zaragosa, a resident of Madera, stated that starting a business is complicated and could be costly once permits are included. He stated that when he got his business license, the application was \$50 but his application kept being postponed and he paid approximately \$6,000. He would like the city to come up with a grant program or workshop that would help people. He asked that the process be streamlined and easier.

Alvina Miguel, a resident of Madera, along with Valeria Salamanca, Oscar and Jesus spoke about the Rising Sun water and energy program that they are a part of. An informative flyer on their program was handed to City Clerk Alicia Gonzales for Council distribution.

Vincent Enriquez, owner and operator of Pablo Taxi and Pablo Medical Transport mentioned how Gold Taxi operates without a license, and their drivers have not gone through the required background check and fingerprinting. He stated he has spoken to Claudia Mendoza in Code Enforcement and Police Chief Chiaramonte about this issue, but Gold Taxi is still in operation.

Nathan Alonzo, the local government affairs representative for PG&E asked to be put on a future agenda, so that he could give Council an update on the efforts to expand capacity in Madera.

An unidentified speaker addressed the Council during public comment, requesting that the inclusive swing at Centennial Park be fixed. She mentioned that she had an issue with Pablo Taxi in the past. Her son uses medical transport. She once requested medical transport for her son and instead of a medical transport van picking them up, they were picked up in a car which could not accommodate the stroller that she uses as medical transport for her son. Pablo still got paid through medical for the service. She stated that maybe, if he served the community better, he wouldn't have to worry about other people's business. She mentioned that she supports having a splash pad in Madera.

Written public comment was received and made available to the Council and the public.

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

A. PUBLIC HEARINGS:

A-1 Public Hearing Regarding the Program Year 2024/25 Community Block Grant (CDBG) Consolidated Annual Performance and Evaluation Report (CAPER) and Financial Summary

Recommendation: Conduct a Public Hearing, Invite Public Input, and Adopt a Resolution Approving the City's Program Year 2024/25 CAPER and Financial Summary (Report by Michael Lima)

No Public Comment was presented. Public Comment was closed.

ON MOTION BY COUNCILMEMBER EVANS AND SECONDED BY COUNCILMEMBER MONTES, ITEM A-1 WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE.

RES 25-177 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING THE PROGRAM YEAR (PY) 2024/25 COMMUNITY DEVELOPMENT BLOCK GRANT CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT AND FINANCIAL SUMMARY

B. CONSENT CALENDAR:

Matters listed under the Consent Calendar are considered routine and will be enacted by one motion and one vote.

ON MOTION BY COUNCILMEMBER VILLEGAS AND SECONDED BY COUNCILMEMBER MEJIA, THE CONSENT CALENDAR WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE.

B-1 Minutes – September 3, 2025 and September 10, 2025

Recommendation: Approve the City Council Minutes of September 3, 2025 and September 10, 2025 (Report by Alicia Gonzales)

B-2 Informational Report on Register of Audited Demands

Recommendation: Review Register of Audited Demands Report for August 23, 2025 to September 5, 2025 (Report by Michael Lima)

B-3 Informational Report on Personnel Activity

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

B-4 Madera County Elections Division Fee Waiver Request for the Special Election occurring November 4, 2025

Recommendation: Adopt a Resolution Waiving the Rental Fees of the Pan American Community Center starting on October 31, 2025, and ending on November 4, 2025, related to the Special Election, hosted by the Madera County Elections Division, at an Anticipated Rental Fee of \$4,045 (Report by Joseph Hebert)

RES 25-178 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, WAIVING THE RENTAL FEES OF THE PAN AMERICAN COMMUNITY CENTER STARTING ON OCTOBER 31, 2025, AND ENDING ON NOVEMBER 4, 2025, RELATED TO THE SPECIAL ELECTION, HOSTED BY THE MADERA COUNTY ELECTIONS DIVISION, AT AN ANTICIPATED RENTAL FEE OF \$4,045

B-5 Madera Unified School District Attendance Recovery Camp Consultant Services Agreement for School Year 2025-2026

Recommendation: Adopt a Resolution Approving a Consultant Services Agreement between the City of Madera and Madera Unified School District for the Attendance Recovery Camp for School Year 2025-2026, not to exceed \$11,274 (Report by Joseph Hebert)

This item was removed from the agenda during the Agenda Approval section of the meeting.

B-6 Easement Deed from Jose Diaz Contreras and Gabino Diaz Hernandez for Sidewalk Improvements at 416 Amerine Avenue for City Project R-94 Bid Package 3 Phase 2 AHSC Agreement No. 19-AHSC-12761

Recommendation: Adopt a Resolution Approving an Agreement for Purchase of an Easement at 416 Amerine Avenue (APN 009-071-024) (Report by Keith Helmuth)

RES 25-179 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING AN AGREEMENT FOR THE PURCHASE OF AN EASEMENT AT 416 AMERINE AVE, MADERA, CA 93637 (APN 009-071-024)

B-7 Second Amendment to the Agreement with Stantec Consulting Services, Inc. to Prepare the Quarterly Groundwater Monitoring Reports

Recommendation: Adopt a Resolution Approving a Second Contract Amendment to the Professional Engineering Consulting Services with Stantec Consulting Services to Prepare the Quarterly Groundwater Monitoring Reports as Required by the New Waste Discharge Permit (R5-2022-0074) for the Wastewater Treatment Facility for 27,000 (Report by Arnoldo Rodriguez)

RES 25-180 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES WITH STANTEC CONSULTING SERVICES FOR THE PREPARATION OF QUARTERLY GROUNDWATER MONITORING REPORTS FOR THE CITY OF MADERA WASTEWATER TREATMENT FACILITY

B-8 Streamlining Caltrans Improvements to the Avenue 17 and State Route 99 Interchange

Recommendation: Adopt a Resolution Authorizing Kimley Horn and Associates to Act Related to Certain Caltrans Improvements for Avenue 17 and State Route 99, and to Approve a Covenant to Indemnify with NP Opco, LLC. (Report by Keith Helmuth)

Council was advised that there was a typo on the name of the company. It was referred to as Kimely throughout the resolution however, the correct spelling is Kimley. Staff will correct the resolution.

RES 25-181 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA AUTHORIZING KIMLEY HORN AND ASSOCIATES TO ACT RELATED TO CERTAIN CALTRANS IMPROVEMENTS FOR AVENUE 17 AND STATE ROUTE 99 AND APPROVE A COVENANT TO INDEMNIFY WITH NP OPCO, LLC

B-9 City Participation in the National Opioid Settlement Agreements with Secondary Manufacturers

Recommendation: Adopt a Resolution:

1. Approving Settlement Agreements and Participation Forms for the City's participation in the New National Opioid Settlement Agreements with Alvogen, Inc., Amneal Pharmaceuticals Inc., Apotex Inc., Hikma Pharmaceuticals Usa, Inc., Indivior Inc., Mylan Pharmaceuticals Inc., Sun Pharmaceutical Industries, Inc., and Zydus Pharmaceuticals Inc., (collectively referred to as Secondary Manufacturers), and authorizing the City Manager to execute all

necessary documents and carry out all required actions to ensure the City's participation, including transmittal of executed documents and participation in future related settlements, as applicable; and

2. Approving the California State-Subdivision Agreements Regarding Distribution and Use of Settlement Funds relating to the New National Opioid Settlement Agreements with Secondary Manufacturers (Report by Arnoldo Rodriguez)

RES 25-182 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AUTHORIZING SETTLEMENT AGREEMENT(S) WITH SECONDARY MANUFACTURERS AND ENTRY INTO PARTICIPATION AND ALLOCATION AGREEMENTS WITH THE STATE OF CALIFORNIA FOR THE SAME

B-10 City Participation in the National Opioid Settlement Agreements with Purdue and Sackler Family

Recommendation: Adopt a Resolution:

1. Approving Settlement Agreements and Participation Forms for the City's participation in the New National Opioid Settlement Agreements with Purdue Pharma LLC., and the Sackler Family and their affiliates (Purdue) and authorizing the City Manager to execute all necessary documents and carry out all required actions to ensure the City's participation, including transmittal of executed documents and participation in future related settlements, as applicable; and
2. Approving the California State-Subdivision Agreements Regarding Distribution and Use of Settlement Funds relating to the New National Opioid Settlement Agreements with Purdue and the Sackler Family (Report by Arnoldo Rodriguez)

RES 25-183 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AUTHORIZING SETTLEMENT AGREEMENT(S) WITH PURDUE PHARMA, LLC., AND THE SACKLER FAMILY AND ENTRY INTO PARTICIPATION AND ALLOCATION AGREEMENTS WITH THE STATE OF CALIFORNIA FOR THE SAME

B-11 Community Development Block Grant (CDBG) Program Year 2025/26 Subrecipient Agreements

Recommendation: Adopt Resolutions Approving the Program Year 2025/26 CDBG Subrecipient Agreement for Services for:

1. \$177,958.20 with City of Madera Program Year 2025/26 CDBG Administration; and
2. \$20,000 with Community Action Partnership of Madera County; and
3. \$15,000 with Madera Coalition for Community Justice; and
4. \$15,000 with Project Run Madera; and
5. \$15,000 with O.L.I.V.E. Charitable Organization; and
6. \$45,000 with Community Action Partnership of Madera County; and

7. \$18,446.20 with Madera County Workforce; and
8. \$40,022.45 with City of Madera Parks Department (Senior Program); and
9. \$230,047 with City of Madera Public Works Department (Sidewalk Replacement Program); and
10. \$413,317.15 with City of Madera Parks Department (Centennial Pool Complex); and
11. \$10,000 with City of Madera Parks Department (Taubert Park) (Report by Michael Lima)

RES 25-184	A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A PROGRAM YEAR 2025/26 COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT FOR SERVICES (\$177,958) WITH CITY OF MADERA, DEPARTMENT OF FINANCE
RES 25-185	A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A PROGRAM YEAR 2025/26 COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT FOR SERVICES (\$20,000) WITH COMMUNITY ACTION PARTNERSHIP OF MADERA COUNTY
RES 25-186	A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A PROGRAM YEAR 2025/26 COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT FOR SERVICES (\$15,000) WITH THE MADERA COALITION FOR COMMUNITY JUSTICE
RES 25-187	A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A PROGRAM YEAR 2025/26 COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT FOR SERVICES (\$15,000) WITH PROJECT RUN MADERA
RES 25-188	A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A PROGRAM YEAR 2025/26 COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT FOR SERVICES (\$15,000) WITH O.L.I.V.E CHARITABLE ORGANIZATION
RES 25-189	A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A PROGRAM YEAR 2025/26 COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT FOR SERVICES (\$45,000) WITH THE COMMUNITY ACTION PARTNERSHIP OF MADERA COUNTY
RES 25-190	A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A PROGRAM YEAR 2025/26 COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT FOR SERVICES (\$18,446.20) WITH THE MADERA COUNTY WORKFORCE
RES 25-191	A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A PROGRAM YEAR 2025/26 COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT FOR SERVICES (\$40,022.45) WITH CITY OF MADERA, PARKS DEPARTMENT

- RES 25-192 A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A PROGRAM YEAR 2025/26 COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT FOR SERVICES (\$230,047.00) WITH CITY OF MADERA, PUBLIC WORKS DEPARTMENT
- RES 25-193 A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A PROGRAM YEAR 2025/26 COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT FOR SERVICES (\$413,317.15) WITH CITY OF MADERA, PARKS DEPARTMENT
- RES 25-194 A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A PROGRAM YEAR 2025/26 COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT FOR SERVICES (\$10,000) WITH CITY OF MADERA, PARKS DEPARTMENT

C. WORKSHOP: None

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

D-1 Sixth Amendment to the City Clerk At-Will Employment Agreement

Recommendation: This report has been prepared at the direction of the City Council (Council), therefore there is no staff recommendation provided. Council is asked to consider and determine whether to adopt the Resolution approving a Sixth Amendment to the City Clerk At-Will Employment Agreement (Report by Wendy Silva)

No Public Comment was presented. Public Comment was closed.

ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY COUNCILMEMBER EVANS, ITEM D-1 WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE.

RES 25-195 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING A SIXTH AMENDMENT TO THE CITY CLERK AT-WILL EMPLOYMENT AGREEMENT

D-2 Award of Contract and Budget Amendment the Airport Apron A2 and Hangar Taxilane Rehabilitation Project

Recommendation: Adopt a Resolution:

1. Awarding the construction contract for the Apron A2 and Hangar Taxilane Rehabilitation Project to Terra West Construction, Inc. for \$2,199,805.00; and
2. Amending the Fiscal Year 2025-26 Operating Budget, and
3. Adopting a Class 2 (Replacement or Reconstruction) Categorical Exemption under CEQA (Report by Arnolando Rodriguez)

This item was removed from the agenda during the Agenda Approval section of the meeting.

E. ADMINISTRATIVE REPORTS:

E-1 Selecting Recipients for October Proclamations

Recommendation: Request for Council's Selection of Recipients for the following Proclamations: Breast Cancer Awareness Month, Indigenous People's Day, Domestic Violence Awareness Month (Report by Alicia Gonzales)

Council agreed by consensus that staff reach out to Charlotte Brewer for a suggestion of a Relay for Life participant who would receive the Breast Cancer Awareness Month proclamation. The Indigenous People's Day proclamation will be presented to La Guelaguetza. The Domestic Violence Awareness Month proclamation will be presented to Lideres Campesinas and will also be presented to the Community Action Partnership of Madera County (CAPMC).

E-2 Domestic Well Mitigation Program (DWMP)

Recommendation: Receive update and provide direction regarding information provided as part of this report to City Council (*Action on this item by the (GSA) Groundwater Sustainability Agency*) (Report by Keith Helmuth)

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

ON MOTION BY COUNCILMEMBER EVANS AND SECONDED BY MAYOR GALLEGOS ITEM E-2 AS WRITTEN WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE.

F. COUNCILMEMBER REPORTS/ANNOUNCEMENTS/FUTURE AGENDA ITEMS:

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

Councilmember Evans reported that the traffic signal on Lake Street and Sherwood Avenue is coming along and will be working soon.

Councilmember Zacharia reported that he attended the 9/11 memorial event last week. He mentioned that today is his 14th Wedding Anniversary. Councilmembers congratulated him on his anniversary.

Councilmember Montes had nothing to report.

Councilmember Mejia had nothing to report.

Mayor Pro Tem Rodriguez reported that he attended the September 3rd Cottonwood Creek Ribbon Cutting along with Councilmembers Evans, Zacharia and Villegas. Three (3) aging bridges were consolidated into one (1) bridge which improved the infrastructure and prepares for the future six-lane expansion from Avenue 12 to Avenue 7. They hope to start construction in the summer of 2026. He also attended the Valley Voice trip to Washington, D.C., which is a coalition of eight (8) counties within the Central Valley that advocate for federal funding for regional projects and transportation. Air quality in the San Joaquin Valley was also discussed. Mayor Pro Tem Rodriguez thanked Police Chief Chiaramonte for hosting the Business Watch meeting and introducing new software that will help fight crime.

Councilmember Villegas stated he attended the 9/11 Anniversary celebration.

Mayor Gallegos reported that a student was struck by a vehicle earlier in the week and urged everyone to stay safe. She offered prayers to the family of a City/County resident involved in a fatal accident on Avenue 7 and Road 24. She gave a shout out to the Madera District Fair CEO Barbara Leach for putting on a beautiful event (District Fair) this year; it was a huge success.

G. CLOSED SESSION: None

FUTURE MEETING DATES:

- Wednesday, October 1, 2025

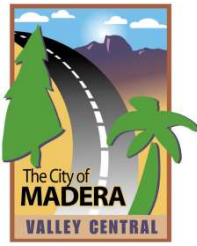
- Wednesday, October 15, 2025

ADJOURNMENT: Meeting was adjourned at 7:05 p.m.

ALICIA GONZALES, City Clerk

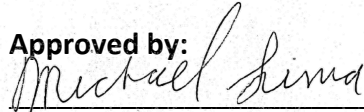
CECELIA K. GALLEGOS, Mayor

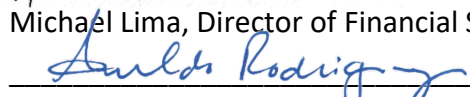
MINUTES PREPARED BY
ZELDA LEÓN, Deputy City Clerk



REPORT TO CITY COUNCIL

Approved by:


Michael Lima, Director of Financial Services


Arnoldo Rodriguez, City Manager

Council Meeting of: October 15, 2025

Agenda Number: B-2

SUBJECT:

Informational Report on Register of Audited Demands

RECOMMENDATION:

Review Register of Audited Demands Report for September 6 to October 3, 2025.

SUMMARY:

The Register of Audited Demands for the City covering obligations paid during the period of September 6 to October 3, 2025, is summarized in the following tables. Attachment A contains Warrants while Table 2 is a summary of the wire transfers.

Table 1: Warrant Distribution Summary

Description	Check #'s	Amount
General Warrants	43542 – 43761	\$4,329,403.68

Table 2: Wire Transfer Summary

Description	Vendor	Amount
Payroll and Taxes	US Bank	\$1,472,752.29
SDI	EDD	\$6,261.73
CalPERS Payment	CalPERS	\$321,312.37

DISCUSSION:

Warrant requests are processed weekly based on the Fiscal Year 2025/2026 Adopted Budget and released for payment every Monday. Each demand has been audited, and the Finance Director hereby certifies as to their accuracy and that there were sufficient funds for their payment. Per

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

FINANCIAL IMPACT:

Demands for payments are made within the constraints of the Fiscal Year 2025/2026 Adopted Budget.

ALTERNATIVES:

Informational only.

ATTACHMENTS:

Register of Audited Demands

CITY OF MADERA
REGISTER OF AUDITED DEMANDS FOR BANK #1 - US BANK GENERAL ACCOUNT
October 15, 2025

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
43542	09/10/2025	GRANTS	TRANS - FIXED	MV TRANSPORTATION, INC.	TRANSIT OPERATOR 08/25	129,037.24
43542	09/10/2025	GRANTS	TRANS - DAR	MV TRANSPORTATION, INC.	TRANSIT OPERATOR 08/25	87,400.35
43543	09/10/2025	FLEET MAINTENANCE	Fleet Maintenance	O'REILLY AUTOMOTIVE STORES, INC.	MISC REPAIR PARTS	1,134.29
43543	09/10/2025	FLEET MAINTENANCE	Fleet Maintenance	O'REILLY AUTOMOTIVE STORES, INC.	FINANCE CHARGES	225.86
43543	09/10/2025	FLEET MAINTENANCE	TRANS - FIXED	O'REILLY AUTOMOTIVE STORES, INC.	MISC REPAIR PARTS	70.14
43544	09/10/2025	PD OPERATIONS	PD Operations	CINTAS CORPORATION	MEDICAL SUPPLIES	223.45
43545	09/10/2025	PD OPERATIONS	Code Enforcement	DREW'S ALL SEASON LANDSCAPING INC.	LANDSCAPING SERVICES	4,200.00
43546	09/10/2025	FINANCE	Madera Groundwater JPA	JACOB T ROBERSON	MRWM CONSULTING - 07/25	2,362.00
43546	09/10/2025	FINANCE	Madera Groundwater JPA	JACOB T ROBERSON	MRWM CONSULTING - 08/25	2,362.00
43547	09/10/2025	FINANCE	Madera Groundwater JPA	CALTECH WEB LLC	WEB DESIGN & MAINTENANCE - 08/10/25-09/10	99.00
43548	09/10/2025	BUILDING	Building	BPR CONSULTING GROUP	PLAN CHECK & INSPECTION SVS	3,245.00
43549	09/10/2025	CITY CLERK'S OFFICE	City Council	MADERA COUNTY SUPER. OF SCHOOLS	CRYSTAL TOWER AWARDS LUNCHEON	45.00
43550	09/10/2025	WATER QUALITY CONT.	Water Quality Control	DELLAVALLE LABORATORY, INC.	MONTHLY SAMPLING	504.00
43550	09/10/2025	WATER QUALITY CONT.	Water Quality Control	DELLAVALLE LABORATORY, INC.	WEEKLY SAMPLING	1,216.00
43551	09/10/2025	FINANCE	MEAS K - FIRE	AT&T	07/25 CALNET SERVICE 9391068734	61.45
43551	09/10/2025	FINANCE	Sewer Mtnc/Operations	AT&T	08/25 CALNET SERVICE 9391031570	192.11
43551	09/10/2025	FINANCE	PD Operations	AT&T	07/25 CALNET SERVICE 9391020514	155.40
43551	09/10/2025	PD OPERATIONS	PD Operations	AT&T	07/25 CALNET SERVICE 9391031566	155.40
43551	09/10/2025	PD OPERATIONS	PD Operations	AT&T	07/25 CALNET SERVICE 9391031578	156.17
43551	09/10/2025	PD OPERATIONS	PD Operations	AT&T	07/25 CALNET SERVICE 9391064552	571.88
43552	09/10/2025	ENGINEERING	Sewer Capital Outlay	AECOM TECHNICAL SERVICES, INC.	SS-06 ONCALL FAIRGROUND LIFT STATION MODII	1,415.00
43553	09/10/2025	PARKS ADMINISTRATION	Sports Programs	BSN SPORTS	ADULT BASKETBALLS	306.08
43554	09/10/2025	PD OPERATIONS	PD Operations	CA DEPARTMENT OF JUSTICE	BLOOD ALCOHOL ANALYSIS	1,540.00
43554	09/10/2025	PD OPERATIONS	PD Operations	CA DEPARTMENT OF JUSTICE	MISCELLANEOUS SERVICES	922.00
43555	09/10/2025	PD OPERATIONS	PD Operations	CALIFORNIA POLICE CHIEFS ASSOC	CPCA DUES FY 2025/2026	170.00
43556	09/10/2025	CITY ADMIN	PD Operations	CHIARAMONTE, GIACHINO	PER DIEM - CPCA BOARD OF DIRECTORS MEETING	236.50
43557	09/10/2025	FINANCE	Building	COMCAST	CITY INTERNET CONNECTION 08/25	69.06
43557	09/10/2025	FINANCE	City Attorney	COMCAST	CITY INTERNET CONNECTION 08/25	20.44
43557	09/10/2025	FINANCE	City Clerk's Office	COMCAST	CITY INTERNET CONNECTION 08/25	20.58
43557	09/10/2025	FINANCE	Code Enforcement	COMCAST	CITY INTERNET CONNECTION 08/25	146.86
43557	09/10/2025	FINANCE	Comm & Rec Centers	COMCAST	CITY INTERNET CONNECTION 08/25	98.24
43557	09/10/2025	FINANCE	COMPUTER MAINT	COMCAST	CITY INTERNET CONNECTION 08/25	40.03
43557	09/10/2025	FINANCE	Engineering	COMCAST	CITY INTERNET CONNECTION 08/25	137.00
43557	09/10/2025	FINANCE	Facilities Maintenance	COMCAST	CITY INTERNET CONNECTION 08/25	30.16
43557	09/10/2025	FINANCE	Finance	COMCAST	CITY INTERNET CONNECTION 08/25	107.96
43557	09/10/2025	FINANCE	Fleet Maintenance	COMCAST	CITY INTERNET CONNECTION 08/25	20.58
43557	09/10/2025	FINANCE	GRANT OVERSIGHT	COMCAST	CITY INTERNET CONNECTION 08/25	40.03
43557	09/10/2025	FINANCE	HR/RISK MGT	COMCAST	CITY INTERNET CONNECTION 08/25	40.03

CITY OF MADERA
REGISTER OF AUDITED DEMANDS FOR BANK #1 - US BANK GENERAL ACCOUNT
October 15, 2025

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43557	09/10/2025	FINANCE	Parks	COMCAST	CITY INTERNET CONNECTION 08/25	49.61
43557	09/10/2025	FINANCE	Parks Administration	COMCAST	CITY INTERNET CONNECTION 08/25	39.89
43557	09/10/2025	FINANCE	Planning	COMCAST	CITY INTERNET CONNECTION 08/25	49.33
43557	09/10/2025	FINANCE	STREETS	COMCAST	CITY INTERNET CONNECTION 08/25	49.61
43557	09/10/2025	FINANCE	Recreation	COMCAST	CITY INTERNET CONNECTION 08/25	59.34
43557	09/10/2025	FINANCE	Sewer Mtnc/Operations	COMCAST	CITY INTERNET CONNECTION 08/25	35.09
43557	09/10/2025	FINANCE	SOLID WASTE	COMCAST	CITY INTERNET CONNECTION 08/25	39.87
43557	09/10/2025	FINANCE	Sr Citizen Community Service	COMCAST	CITY INTERNET CONNECTION 08/25	39.89
43557	09/10/2025	FINANCE	UB - Garbage	COMCAST	CITY INTERNET CONNECTION 08/25	32.70
43557	09/10/2025	FINANCE	UB - Sewer	COMCAST	CITY INTERNET CONNECTION 08/25	32.70
43557	09/10/2025	FINANCE	UB - Water	COMCAST	CITY INTERNET CONNECTION 08/25	64.27
43557	09/10/2025	FINANCE	Water Mtnc/Operations	COMCAST	CITY INTERNET CONNECTION 08/25	44.82
43557	09/10/2025	FINANCE	Water Quality Control	COMCAST	CITY INTERNET CONNECTION 08/25	20.58
43557	09/10/2025	FINANCE	WWTP	COMCAST	CITY INTERNET CONNECTION 08/25	30.16
43557	09/10/2025	FINANCE	City Manager	COMCAST	CITY INTERNET CONNECTION 08/25	20.44
43557	09/10/2025	FINANCE	Purchasing	COMCAST	CITY INTERNET CONNECTION 08/25	30.16
43558	09/10/2025	FINANCE	COMPUTER MAINT	COMCAST	07/25 SVS 8155500320322006	88.13
43558	09/10/2025	FINANCE	COMPUTER MAINT	COMCAST	08/25 SVS 8155500320322006	92.88
43558	09/10/2025	FINANCE	PD Operations	COMCAST	08/25 SVS 8155500320092096	437.83
43559	09/10/2025	PD OPERATIONS	Code Enforcement	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST SERVICES 07/25	97.75
43559	09/10/2025	PD OPERATIONS	UB - Garbage	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST SERVICES 07/25	24.44
43559	09/10/2025	PD OPERATIONS	UB - Sewer	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST SERVICES 07/25	24.44
43559	09/10/2025	PD OPERATIONS	UB - Water	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST SERVICES 07/25	48.87
43560	09/10/2025	PARKS ADMINISTRATION	Aquatics Programs	DIAMOND COMMUNICATIONS	NEW SECURITY PANEL INSTALL - PANAM	2,035.50
43560	09/10/2025	PARKS ADMINISTRATION	Comm & Rec Centers	DIAMOND COMMUNICATIONS	MONTHLY ALARM REPORT - PANAM	80.00
43560	09/10/2025	PARKS ADMINISTRATION	Comm & Rec Centers	DIAMOND COMMUNICATIONS	MONTHLY ALARM REPORT - FBSC	45.00
43560	09/10/2025	PARKS ADMINISTRATION	Comm & Rec Centers	DIAMOND COMMUNICATIONS	NEW FIRE ALARM PANEL INSTALL - PANAM	1,287.87
43560	09/10/2025	PARKS ADMINISTRATION	Comm & Rec Centers	DIAMOND COMMUNICATIONS	MONTHLY ALARM REPORT - JWYC	157.00
43560	09/10/2025	PARKS ADMINISTRATION	Comm & Rec Centers	DIAMOND COMMUNICATIONS	FIRE ALARM MONITORING - PANAM	81.00
43561	09/10/2025	PD OPERATIONS	PD Operations	FRESNO CITY COLLEGE	REGISTRATION FEE - FIELD TRAINING OFFICER	135.00
43562	09/10/2025	HR/RISK MGT	INS/RISK MGT	LIEBERT CASSIDY WHITMORE	LEGAL SERVICES	9,361.50
43563	09/10/2025	PARKS ADMINISTRATION	Aquatics Programs	CHARLES LUECKER, AUTHORIZED SIGNER	CHLORINE FOR POOL	1,454.88
43564	09/10/2025	FINANCE	PD Operations	MADERA COUNTY TREASURER	COUNTY'S PORTION PARKING PENALTIES PAID 06	395.00
43564	09/10/2025	FINANCE	PD Operations	MADERA COUNTY TREASURER	COUNTY'S PORTION PARKING PENALTIES PAID 07	783.50
43565	09/10/2025	FINANCE	General Fund	MADERA COUNTY	FY 25/26 LIBRARY SVS MCC12403A-24	54,636.35
43565	09/10/2025	FINANCE	General Fund	MADERA COUNTY	TSA MCC12403-A-24 Q2 2025	146,007.21
43566	09/10/2025	PARKS ADMINISTRATION	Prop 68 Grant	MADERA TRIBUNE	REQUEST FOR BID - PROP 68	1,189.50
43567	09/10/2025	PARKS ADMINISTRATION	Aquatics Programs	MAMMOTH OXYGEN	CO2 FOR POOL	111.60

CITY OF MADERA
REGISTER OF AUDITED DEMANDS FOR BANK #1 - US BANK GENERAL ACCOUNT
October 15, 2025

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43568	09/10/2025	FLEET MAINTENANCE	Fleet Maintenance	NAPA MADERA MOTOR PARTS	MISC REPAIR PARTS	39.37
43569	09/10/2025	PD OPERATIONS	MEAS K - PD	OCCU-MED, LTD.	EXAM SERVICES	1,844.00
43570	09/10/2025	PARKS ADMINISTRATION	Prop 68 Grant	O'DELL ENGINEERING, INC.	PROP 68 - OLIVE/TAUBERT PARK	220.19
43571	09/10/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	08/25 SERVICE 6690755760-8	121.49
43571	09/10/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	08/25 SERVICE 1619119913-8	114.30
43571	09/10/2025	FINANCE	WWTP	PACIFIC GAS & ELECTRIC	08/25 SERVICE 1902328695-8	23.82
43571	09/10/2025	FINANCE	Zone 34B Activities	PACIFIC GAS & ELECTRIC	07/25 SERVICE 0443905948-8	11.94
43572	09/10/2025	PD OPERATIONS	PD Operations	PECK'S PRINTERY	PD - 72 HR ASSESSMENT	946.65
43572	09/10/2025	PD OPERATIONS	PD Operations	PECK'S PRINTERY	PD - CONFIDENTIALITY FORMS	907.14
43573	09/10/2025	FINANCE	Finance	PHOENIX GROUP INFO SYS	CITATIONS 06/25	303.75
43573	09/10/2025	FINANCE	Finance	PHOENIX GROUP INFO SYS	CITATIONS 07/25	111.77
43573	09/10/2025	FINANCE	Parking Dist Operation	PHOENIX GROUP INFO SYS	CITATIONS 07/25	203.89
43574	09/10/2025	FINANCE	CFD Debt Fund - 2006 Bonds	PITNEY BOWES, INC.	POSTAGE MACHINE LEASE 06/30/25-09/29/25	63.26
43574	09/10/2025	FINANCE	Water Mtnc/Operations	PITNEY BOWES, INC.	POSTAGE MACHINE LEASE 06/30/25-09/29/25	253.04
43574	09/10/2025	FINANCE	Water Quality Control	PITNEY BOWES, INC.	POSTAGE MACHINE LEASE 06/30/25-09/29/25	63.26
43574	09/10/2025	FINANCE	WWTP	PITNEY BOWES, INC.	POSTAGE MACHINE LEASE 06/30/25-09/29/25	126.52
43575	09/10/2025	PD OPERATIONS	PD Operations	PROFORCE	MISC PD EQUIPMENT	129.90
43575	09/10/2025	PD OPERATIONS	PD Operations	PROFORCE	MISC PD EQUIPMENT	1,964.75
43576	09/10/2025	FLEET MAINTENANCE	PW Safe & Clean Initiative	SILVA'S AUTO BODY	REPAIRS UNIT #1530	2,639.61
43577	09/10/2025	FINANCE	PAYROLL TRUST	STATE OF CALIFORNIA	FRANCHISE TAX DEDUCTIONS FOR 08/15/25 PR	100.00
43578	09/10/2025	WWTP	WWTP	SYNAGRO WEST, INC.	SLUDGE HAULING & DISPOSAL	11,437.19
43579	09/10/2025	PARKS ADMINISTRATION	Comm & Rec Centers	TK ELEVATOR CORPORATION	YC ELEVATOR MAINTENANCE	337.24
43580	09/10/2025	INFORMATION SERVICES	Computer Replacement	TYLER TECHNOLOGIES INC.	MUNIS SOFTWARE RENEWAL	105,497.90
43581	09/10/2025	FINANCE	General Fund	US BANK CORPORATE PAYMENT SYSTEMS	SERVICES FOR PERIOD 05/01/25-07/31/25	3,479.56
43582	09/10/2025	PD OPERATIONS	PD Operations	OTP - FINANCE	REIMBURSEMENT - MPOA VESTREIMBURSEMENT	406.31
43583	09/10/2025	CITY ADMIN	STREETS	OTP - FINANCE	REIMBURSEMENT - DOT FEES	100.00
43584	09/10/2025	CITY ADMIN	Sewer Mtnc/Operations	OTP - FINANCE	REIMBURSEMENT - DOT FEES	58.00
43585	09/10/2025	FINANCE	Parking Dist Operation	OVERPAYMENTS	VOIDED PK REIMB - PK 11124	67.00
43586	09/10/2025	FINANCE	Parking Dist Operation	OVERPAYMENTS	VOIDED PK REIMB - PK 11235	67.00
43587	09/10/2025	FINANCE	Parking Dist Operation	OVERPAYMENTS	VOIDED PK REIMB - PK 11120	67.00
43588	09/10/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PAVILION	50.00
43589	09/10/2025	PARKS ADMINISTRATION	Parks	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC FIELD 2	130.00
43590	09/10/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PICNIC AREA	50.00
43591	09/10/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	REFUND DEPOSIT - ROTARY PAVILION	50.00
43592	09/10/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	REFUND DEPOSIT - ROTARY PAVILION	50.00
43593	09/10/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - MCNALLY SHELTER	50.00
43594	09/10/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	REFUND DEPOSIT - ROTARY PAVILION	50.00
43595	09/10/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9905222	167.41

CITY OF MADERA
REGISTER OF AUDITED DEMANDS FOR BANK #1 - US BANK GENERAL ACCOUNT
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43596	09/10/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9921446	278.90
43597	09/10/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9920030	68.81
43598	09/10/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9923761	1,815.65
43599	09/10/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9925841	121.31
43600	09/10/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9912054	149.06
43601	09/10/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 2949003	97.94
43602	09/10/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9920560	150.00
43603	09/10/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9925899	39.67
43604	09/10/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9920503	256.46
43605	09/10/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9925750	122.67
43606	09/10/2025	FINANCE	Water Utility	OTP- UB REFUNDS	UB OVERPAYMENT - 9917694/550599	1,712.17
43607	09/10/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9918063	279.18
43608	09/10/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9925109	16.40
43609	09/10/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9900880	40.50
43611	09/10/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9917772	250.09
43612	09/15/2025	ENGINEERING	Sewer Capital Outlay	TELSTAR INSTRUMENTS	SS-06 FAIRGROUNDS LIFT STATION MOD.	42,702.50
43613	09/15/2025	FACILITIES	Deferred Maintenance	VORTEX INDUSTRIES, INC.	PANAM EXTERIOR DOOR REPLACEMENT	37,250.90
43614	09/15/2025	HR/RISK MGT	HR/RISK MGT	GOMEZ, PATSY	PER DIEM - NEOGOV IGNITE 2025	258.00
43615	09/15/2025	PD OPERATIONS	PD Operations	CINTAS CORPORATION	MEDICAL SUPPLIES	214.62
43616	09/15/2025	ENGINEERING	CDBG Public Improvements	VSS INTERNATIONAL, INC.	PK-81 COMMUNITY & PARKING LOT REHABILITAT	467,913.35
43616	09/15/2025	ENGINEERING	Engineering	VSS INTERNATIONAL, INC.	PK-81 COMMUNITY & PARKING LOT REHABILITAT	115,507.87
43617	09/15/2025	FINANCE	General Trust Fund	BRANDON N LEE	REIMBURSEMENT - 25M-00856 MCV094461	5,900.00
43618	09/15/2025	PURCHASING	AIRPORT OPS	CANON FINANCIAL SERVICES	COPIER CHARGES	74.35
43618	09/15/2025	PURCHASING	AIRPORT OPS	CANON FINANCIAL SERVICES	COPIER CONTRACT 05/25	73.62
43618	09/15/2025	PURCHASING	AIRPORT OPS	CANON FINANCIAL SERVICES	COPIER CONTRACT 06/25	73.62
43618	09/15/2025	PURCHASING	AIRPORT OPS	CANON FINANCIAL SERVICES	COPIER CONTRACT 07/25	142.42
43618	09/15/2025	PURCHASING	Building	CANON FINANCIAL SERVICES	COPIER CHARGES	106.20
43618	09/15/2025	PURCHASING	Building	CANON FINANCIAL SERVICES	COPIER CONTRACT 05/25	90.74
43618	09/15/2025	PURCHASING	Building	CANON FINANCIAL SERVICES	COPIER CONTRACT 06/25	90.74
43618	09/15/2025	PURCHASING	Building	CANON FINANCIAL SERVICES	COPIER CONTRACT 07/25	125.47
43618	09/15/2025	PURCHASING	City Clerk's Office	CANON FINANCIAL SERVICES	COPIER CHARGES	234.24
43618	09/15/2025	PURCHASING	City Clerk's Office	CANON FINANCIAL SERVICES	COPIER CONTRACT 05/25	41.95
43618	09/15/2025	PURCHASING	City Clerk's Office	CANON FINANCIAL SERVICES	COPIER CONTRACT 06/25	41.95
43618	09/15/2025	PURCHASING	City Clerk's Office	CANON FINANCIAL SERVICES	COPIER CONTRACT 07/25	262.28
43618	09/15/2025	PURCHASING	Engineering	CANON FINANCIAL SERVICES	COPIER CHARGES	1,293.56
43618	09/15/2025	PURCHASING	Engineering	CANON FINANCIAL SERVICES	COPIER CONTRACT 05/25	270.63
43618	09/15/2025	PURCHASING	Engineering	CANON FINANCIAL SERVICES	COPIER CONTRACT 06/25	270.63
43618	09/15/2025	PURCHASING	Engineering	CANON FINANCIAL SERVICES	COPIER CONTRACT 07/25	774.50

CITY OF MADERA
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43618	09/15/2025	PURCHASING	Finance	CANON FINANCIAL SERVICES	COPIER CHARGES	2,072.66
43618	09/15/2025	PURCHASING	Finance	CANON FINANCIAL SERVICES	COPIER CONTRACT 05/25	414.60
43618	09/15/2025	PURCHASING	Finance	CANON FINANCIAL SERVICES	COPIER CONTRACT 06/25	414.60
43618	09/15/2025	PURCHASING	Finance	CANON FINANCIAL SERVICES	COPIER CONTRACT 07/25	1,884.72
43618	09/15/2025	PURCHASING	HR/RISK MGT	CANON FINANCIAL SERVICES	COPIER CHARGES	329.17
43618	09/15/2025	PURCHASING	HR/RISK MGT	CANON FINANCIAL SERVICES	COPIER CONTRACT 05/25	74.43
43618	09/15/2025	PURCHASING	HR/RISK MGT	CANON FINANCIAL SERVICES	COPIER CONTRACT 06/25	74.43
43618	09/15/2025	PURCHASING	HR/RISK MGT	CANON FINANCIAL SERVICES	COPIER CONTRACT 07/25	468.91
43618	09/15/2025	PURCHASING	Parks Administration	CANON FINANCIAL SERVICES	COPIER CHARGES	513.10
43618	09/15/2025	PURCHASING	Parks Administration	CANON FINANCIAL SERVICES	COPIER CONTRACT 05/25	167.79
43618	09/15/2025	PURCHASING	Parks Administration	CANON FINANCIAL SERVICES	COPIER CONTRACT 06/25	167.79
43618	09/15/2025	PURCHASING	Parks Administration	CANON FINANCIAL SERVICES	COPIER CONTRACT 07/25	303.62
43618	09/15/2025	PURCHASING	Planning	CANON FINANCIAL SERVICES	COPIER CHARGES	370.10
43618	09/15/2025	PURCHASING	Planning	CANON FINANCIAL SERVICES	COPIER CONTRACT 05/25	81.19
43618	09/15/2025	PURCHASING	Planning	CANON FINANCIAL SERVICES	COPIER CONTRACT 06/25	81.19
43618	09/15/2025	PURCHASING	Planning	CANON FINANCIAL SERVICES	COPIER CONTRACT 07/25	81.36
43618	09/15/2025	PURCHASING	Sewer Mtnc/Operations	CANON FINANCIAL SERVICES	COPIER CHARGES	200.91
43618	09/15/2025	PURCHASING	Sewer Mtnc/Operations	CANON FINANCIAL SERVICES	COPIER CONTRACT 05/25	41.14
43618	09/15/2025	PURCHASING	Sewer Mtnc/Operations	CANON FINANCIAL SERVICES	COPIER CONTRACT 06/25	41.14
43618	09/15/2025	PURCHASING	Sewer Mtnc/Operations	CANON FINANCIAL SERVICES	COPIER CONTRACT 07/25	182.76
43618	09/15/2025	PURCHASING	SOLID WASTE	CANON FINANCIAL SERVICES	COPIER CHARGES	200.91
43618	09/15/2025	PURCHASING	SOLID WASTE	CANON FINANCIAL SERVICES	COPIER CONTRACT 05/25	41.14
43618	09/15/2025	PURCHASING	SOLID WASTE	CANON FINANCIAL SERVICES	COPIER CONTRACT 06/25	41.14
43618	09/15/2025	PURCHASING	SOLID WASTE	CANON FINANCIAL SERVICES	COPIER CONTRACT 07/25	182.76
43618	09/15/2025	PURCHASING	TRANS - FIXED	CANON FINANCIAL SERVICES	COPIER CHARGES	234.24
43618	09/15/2025	PURCHASING	TRANS - FIXED	CANON FINANCIAL SERVICES	COPIER CONTRACT 05/25	41.95
43618	09/15/2025	PURCHASING	TRANS - FIXED	CANON FINANCIAL SERVICES	COPIER CONTRACT 06/25	41.95
43618	09/15/2025	PURCHASING	TRANS - FIXED	CANON FINANCIAL SERVICES	COPIER CONTRACT 07/25	262.28
43618	09/15/2025	PURCHASING	TRANS - DAR	CANON FINANCIAL SERVICES	COPIER CHARGES	234.24
43618	09/15/2025	PURCHASING	TRANS - DAR	CANON FINANCIAL SERVICES	COPIER CONTRACT 05/25	41.95
43618	09/15/2025	PURCHASING	TRANS - DAR	CANON FINANCIAL SERVICES	COPIER CONTRACT 06/25	41.95
43618	09/15/2025	PURCHASING	TRANS - DAR	CANON FINANCIAL SERVICES	COPIER CONTRACT 07/25	262.28
43618	09/15/2025	PURCHASING	Water Mtnc/Operations	CANON FINANCIAL SERVICES	COPIER CHARGES	200.91
43618	09/15/2025	PURCHASING	Water Mtnc/Operations	CANON FINANCIAL SERVICES	COPIER CONTRACT 05/25	41.14
43618	09/15/2025	PURCHASING	Water Mtnc/Operations	CANON FINANCIAL SERVICES	COPIER CONTRACT 06/25	41.14
43618	09/15/2025	PURCHASING	Water Mtnc/Operations	CANON FINANCIAL SERVICES	COPIER CONTRACT 07/25	182.76
43618	09/15/2025	PURCHASING	Water Quality Control	CANON FINANCIAL SERVICES	COPIER CHARGES	285.87
43618	09/15/2025	PURCHASING	Water Quality Control	CANON FINANCIAL SERVICES	COPIER CONTRACT 05/25	113.66

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43618	09/15/2025	PURCHASING	Water Quality Control	CANON FINANCIAL SERVICES	COPIER CONTRACT 06/25	113.66
43618	09/15/2025	PURCHASING	Water Quality Control	CANON FINANCIAL SERVICES	COPIER CONTRACT 07/25	395.53
43618	09/15/2025	PURCHASING	WWTP	CANON FINANCIAL SERVICES	COPIER CHARGES	385.08
43618	09/15/2025	PURCHASING	WWTP	CANON FINANCIAL SERVICES	COPIER CONTRACT 05/25	189.19
43618	09/15/2025	PURCHASING	WWTP	CANON FINANCIAL SERVICES	COPIER CONTRACT 06/25	189.19
43618	09/15/2025	PURCHASING	WWTP	CANON FINANCIAL SERVICES	COPIER CONTRACT 07/25	288.61
43618	09/15/2025	PURCHASING	PD Operations	CANON FINANCIAL SERVICES	COPIER CONTRACT 04/25	200.26
43618	09/15/2025	PURCHASING	PD Operations	CANON FINANCIAL SERVICES	COPIER CHARGES	378.60
43618	09/15/2025	PURCHASING	PD Operations	CANON FINANCIAL SERVICES	COPIER CONTRACT 05/25	436.19
43618	09/15/2025	PURCHASING	PD Operations	CANON FINANCIAL SERVICES	COPIER CONTRACT 06/25	768.87
43618	09/15/2025	PURCHASING	PD Operations	CANON FINANCIAL SERVICES	COPIER CONTRACT 07/25	736.44
43619	09/15/2025	BUILDING	Building	COOK, DANIEL	PER DIEM - CALBO EDUCATION WEEK	258.00
43620	09/15/2025	BUILDING	Building	FIRE SAFETY SOLUTIONS, INC.	REVIEW & INSPECTION SVS 08/16/25-08/31/25	5,670.00
43621	09/15/2025	GRANTS	TRANS - DAR	MADERA DOWNTOWN ASSOC.	PARADE ENTRY FEE - 2025	45.00
43622	09/15/2025	WATER OPERATIONS	Water Mtnc/Operations	MADERA PUMPS, INC.	WELL #17 MAINTENANCE	73,229.93
43622	09/15/2025	WATER OPERATIONS	Water Mtnc/Operations	MADERA PUMPS, INC.	WELL #29 MAINTENANCE	317.50
43622	09/15/2025	WATER OPERATIONS	Water Mtnc/Operations	MADERA PUMPS, INC.	WELL #15 MAINTENANCE	6,176.05
43623	09/15/2025	CITY ADMIN	HR/RISK MGT	SILVA, WENDY	PER DIEM - NEOGOV IGNIGHT 2025	258.00
43624	09/15/2025	HR/RISK MGT	HR/RISK MGT	OTP - FINANCE	PER DIEM - NEOGOV IGNIGHT 2025	215.00
43625	09/15/2025	BUILDING	Building	OTP - FINANCE	PER DIEM - CALBO EDUCATION WEEK	193.50
43626	09/19/2025	HR/RISK MGT	INS/RISK MGT	LIEBERT CASSIDY WHITMORE	ERC MEMBERSHIP FY 25/26	3,690.00
43627	09/23/2025	PD OPERATIONS	MEAS K - PD	KER'S GAS & LUBE, INC.	PD CAR WASHES	2,595.00
43628	09/23/2025	PD OPERATIONS	PD Operations	BIANCHI, BRANDON	REIMBURSEMENT - VEST	200.00
43629	09/23/2025	PARKS ADMINISTRATION	Sports Programs	J & D MANUFACTURING	FLAG FOOTBALL SHIRTS	133.15
43630	09/23/2025	PD OPERATIONS	PD Operations	TRILOGY MEDWASTE WEST LLC	REUSABLE TUB - MEDICAL WASTE	212.23
43631	09/23/2025	FIRE	Fire	VAN DE POL ENTERPRISES, INC.	FUEL CDF - 08/01/25-08/15/25	522.76
43631	09/23/2025	FIRE	Fire	VAN DE POL ENTERPRISES, INC.	FUEL CDF - 08/16/25-08/31/25	738.51
43631	09/23/2025	WWTP	WWTP	VAN DE POL ENTERPRISES, INC.	FUEL WWTP - BULK DIESEL	4,231.45
43631	09/23/2025	PD OPERATIONS	PD Operations	VAN DE POL ENTERPRISES, INC.	PD - PROPANE	28.64
43632	09/23/2025	HR/RISK MGT	HR/RISK MGT	SIJ HOLDINGS LLC	RECRUITMENT ADS	4,390.00
43633	09/23/2025	INFORMATION SERVICES	Computer Replacement	KNOWBE4, INC.	SECURITY SOFTWARE	3,251.30
43634	09/23/2025	INFORMATION SERVICES	HR/RISK MGT	GOVERNMENTJOBS.COM, INC.	SOFTWARE	2,101.05
43634	09/23/2025	INFORMATION SERVICES	Computer Replacement	GOVERNMENTJOBS.COM, INC.	SOFTWARE	46,979.35
43635	09/23/2025	HR/RISK MGT	PD Operations	SARAH SARQUIZ	TUITION REIMBURSEMEN	675.00
43636	09/23/2025	CITY ADMIN	AIRPORT OPS	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 08/25	39.00
43636	09/23/2025	CITY ADMIN	AIRPORT OPS	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 09/25	39.00
43636	09/23/2025	CITY ADMIN	Central Admin	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 08/25	39.00
43636	09/23/2025	CITY ADMIN	Central Admin	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 09/25	39.00

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43636	09/23/2025	CITY ADMIN	Comm & Rec Centers	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 08/25	351.00
43636	09/23/2025	CITY ADMIN	Comm & Rec Centers	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 09/25	351.00
43636	09/23/2025	CITY ADMIN	Engineering	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 08/25	78.00
43636	09/23/2025	CITY ADMIN	Engineering	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 09/25	39.00
43636	09/23/2025	CITY ADMIN	Fire	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 08/25	117.00
43636	09/23/2025	CITY ADMIN	Fire	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 09/25	156.00
43636	09/23/2025	CITY ADMIN	INTERMODAL BLDG	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 08/25	78.00
43636	09/23/2025	CITY ADMIN	INTERMODAL BLDG	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 09/25	78.00
43636	09/23/2025	CITY ADMIN	Parks	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 08/25	39.00
43636	09/23/2025	CITY ADMIN	Parks	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 09/25	39.00
43636	09/23/2025	CITY ADMIN	Sewer Mtnc/Operations	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 08/25	19.49
43636	09/23/2025	CITY ADMIN	Sewer Mtnc/Operations	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 09/25	19.49
43636	09/23/2025	CITY ADMIN	WATER CONSERV	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 08/25	4.88
43636	09/23/2025	CITY ADMIN	WATER CONSERV	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 09/25	4.88
43636	09/23/2025	CITY ADMIN	Water Mtnc/Operations	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 08/25	9.75
43636	09/23/2025	CITY ADMIN	Water Mtnc/Operations	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 09/25	9.75
43636	09/23/2025	CITY ADMIN	Water Quality Control	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 08/25	4.88
43636	09/23/2025	CITY ADMIN	Water Quality Control	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 09/25	4.88
43636	09/23/2025	CITY ADMIN	WWTP	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 08/25	39.00
43636	09/23/2025	CITY ADMIN	WWTP	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 09/25	39.00
43636	09/23/2025	CITY ADMIN	PD Operations	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 08/25	39.00
43636	09/23/2025	CITY ADMIN	PD Operations	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 09/25	39.00
43637	09/23/2025	ENGINEERING	RSTP - FED EX	TERRA WEST CONSTRUCTION INC.	R-10 OLIVE AND KNOX WIDENING AND IMPROVE	160,743.80
43638	09/23/2025	FINANCE	Madera Groundwater JPA	CALTECH WEB LLC	WEB DESIGN & MAINTENANCE - 09/10/25-10/10	99.00
43639	09/23/2025	FINANCE	Finance	NOVOGRADAC & COMPANY LLP	PROFESSIONAL ACCOUNTING SERVICES	5,500.00
43640	09/23/2025	INFORMATION SERVICES	MEAS K - PD	CDCE, INC.	PANASONIC DOCK	844.35
43640	09/23/2025	INFORMATION SERVICES	MEAS K - PD	CDCE, INC.	PANASONIC DOCK	119,572.04
43641	09/23/2025	HR/RISK MGT	INS/RISK MGT	GEORGE HILLS COMPANY	SUBROGATION SERVICES SYSTEM SET UP FEE	250.00
43642	09/23/2025	HR/RISK MGT	HR/RISK MGT	AMERICAN BUSINESS FORMS INC.	OPEN ENROLLMENT MATERIALS	366.35
43643	09/23/2025	HR/RISK MGT	HR/RISK MGT	SRARJ INC	ONBOARDING EVENT ICE CREAM	1,098.50
43644	09/23/2025	WATER QUALITY	Water Quality Control	DELLAVALLE LABORATORY, INC.	MONTHLY SAMPLING	540.00
43644	09/23/2025	WATER QUALITY	Water Quality Control	DELLAVALLE LABORATORY, INC.	WEEKLY SAMPLING	3,072.00
43644	09/23/2025	WATER QUALITY	Water Quality Control	DELLAVALLE LABORATORY, INC.	REPLACEMENT SAMPLE	32.00
43644	09/23/2025	WATER QUALITY	Water Quality Control	DELLAVALLE LABORATORY, INC.	LEAD & COPPER ANALYSIS	2,142.00
43645	09/23/2025	FINANCE	Central Admin	AT&T	08/25 CALNET SERVICE 9391026406	29.63
43645	09/23/2025	FINANCE	City Attorney	AT&T	08/25 CALNET SERVICE 9391026388	62.57
43645	09/23/2025	FINANCE	Code Enforcement	AT&T	08/25 CALNET SERVICE 9391026413	62.08
43645	09/23/2025	FINANCE	Comm & Rec Centers	AT&T	08/25 CALNET SERVICE 9391026393	91.90

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43645	09/23/2025	FINANCE	Comm & Rec Centers	AT&T	08/25 CALNET SERVICE 9391026392	62.36
43645	09/23/2025	FINANCE	Comm & Rec Centers	AT&T	08/25 CALNET SERVICE 9391026391	309.14
43645	09/23/2025	FINANCE	Facilities Maintenance	AT&T	08/25 CALNET SERVICE 9391031564	13.71
43645	09/23/2025	FINANCE	Facilities Maintenance	AT&T	08/25 CALNET SERVICE 9391026394	24.49
43645	09/23/2025	FINANCE	Finance	AT&T	08/25 CALNET SERVICE 9391026406	29.62
43645	09/23/2025	FINANCE	Fleet Maintenance	AT&T	08/25 CALNET SERVICE 9391031564	9.14
43645	09/23/2025	FINANCE	Fleet Maintenance	AT&T	08/25 CALNET SERVICE 9391026394	16.35
43645	09/23/2025	FINANCE	HR/RISK MGT	AT&T	08/25 CALNET SERVICE 9391026400	31.17
43645	09/23/2025	FINANCE	Parks	AT&T	08/25 CALNET SERVICE 9391026412	163.04
43645	09/23/2025	FINANCE	Parks Administration	AT&T	08/25 CALNET SERVICE 9391031580	287.37
43645	09/23/2025	FINANCE	STREETS	AT&T	08/25 CALNET SERVICE 9391031564	22.86
43645	09/23/2025	FINANCE	STREETS	AT&T	08/25 CALNET SERVICE 9391026394	40.84
43645	09/23/2025	FINANCE	Sewer Mtnc/Operations	AT&T	08/25 CALNET SERVICE 9391031564	15.99
43645	09/23/2025	FINANCE	Sewer Mtnc/Operations	AT&T	08/25 CALNET SERVICE 9391026394	28.57
43645	09/23/2025	FINANCE	SOLID WASTE	AT&T	08/25 CALNET SERVICE 9391031564	18.29
43645	09/23/2025	FINANCE	SOLID WASTE	AT&T	08/25 CALNET SERVICE 9391026394	32.67
43645	09/23/2025	FINANCE	Sr Citizen Community Service	AT&T	08/25 CALNET SERVICE 9391026415	66.39
43645	09/23/2025	FINANCE	UB - Garbage	AT&T	08/25 CALNET SERVICE 9391031564	4.57
43645	09/23/2025	FINANCE	UB - Garbage	AT&T	08/25 CALNET SERVICE 9391026394	8.16
43645	09/23/2025	FINANCE	UB - Sewer	AT&T	08/25 CALNET SERVICE 9391031564	4.57
43645	09/23/2025	FINANCE	UB - Sewer	AT&T	08/25 CALNET SERVICE 9391026394	8.16
43645	09/23/2025	FINANCE	UB - Water	AT&T	08/25 CALNET SERVICE 9391031564	9.15
43645	09/23/2025	FINANCE	UB - Water	AT&T	08/25 CALNET SERVICE 9391026394	16.35
43645	09/23/2025	FINANCE	Water Mtnc/Operations	AT&T	08/25 CALNET SERVICE 9391031564	20.56
43645	09/23/2025	FINANCE	Water Mtnc/Operations	AT&T	08/25 CALNET SERVICE 9391026394	36.73
43645	09/23/2025	FINANCE	Water Quality Control	AT&T	08/25 CALNET SERVICE 9391031564	9.14
43645	09/23/2025	FINANCE	Water Quality Control	AT&T	08/25 CALNET SERVICE 9391026394	16.35
43645	09/23/2025	FINANCE	WWTP	AT&T	08/25 CALNET SERVICE 9391026417	39.74
43645	09/23/2025	FINANCE	WWTP	AT&T	08/25 CALNET SERVICE 9391031564	13.71
43645	09/23/2025	FINANCE	WWTP	AT&T	08/25 CALNET SERVICE 9391026394	24.49
43645	09/23/2025	FINANCE	WWTP	AT&T	08/25 CALNET SERVICE 9391026410	60.79
43645	09/23/2025	FINANCE	Purchasing	AT&T	08/25 CALNET SERVICE 9391031564	13.71
43645	09/23/2025	FINANCE	Purchasing	AT&T	08/25 CALNET SERVICE 9391026394	24.49
43645	09/23/2025	FINANCE	PD Operations	AT&T	08/25 CALNET SERVICE 9391031579	282.22
43645	09/23/2025	FINANCE	PD Operations	AT&T	08/25 CALNET SERVICE 9391026411	150.81
43645	09/23/2025	FINANCE	PD Operations	AT&T	08/25 CALNET SERVICE 9391026414	376.49
43645	09/23/2025	FINANCE	PD Operations	AT&T	08/25 CALNET SERVICE 9391031561	155.40
43645	09/23/2025	PD OPERATIONS	PD Operations	AT&T	08/25 CALNET SERVICE 9391031578	156.17

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43645	09/23/2025	PD OPERATIONS	PD Operations	AT&T	08/25 CALNET SERVICE 9391031566	155.40
43646	09/23/2025	FINANCE	Aquatics Programs	AT&T	08/25 CALNET SERVICE 9391026397	29.59
43646	09/23/2025	FINANCE	Building	AT&T	08/25 CALNET SERVICE 9391026407	31.14
43646	09/23/2025	FINANCE	Fire	AT&T	08/25 CALNET SERVICE 9391026402	31.14
43646	09/23/2025	FINANCE	Sr Citizen Community Service	AT&T	08/25 CALNET SERVICE 9391026389	31.15
43646	09/23/2025	FINANCE	Sr Citizen Community Service	AT&T	08/25 CALNET SERVICE 9391026395	31.15
43646	09/23/2025	FINANCE	WWTP	AT&T	08/25 CALNET SERVICE 9391026405	31.17
43647	09/23/2025	FINANCE	AIRPORT OPS	AT&T	08/25 FIRSTNET SERVICE 287302656036	229.39
43647	09/23/2025	FINANCE	Building	AT&T	08/25 FIRSTNET SERVICE 287302656036	149.73
43647	09/23/2025	FINANCE	City Clerk's Office	AT&T	08/25 FIRSTNET SERVICE 287302656036	89.74
43647	09/23/2025	FINANCE	City Council	AT&T	08/25 FIRSTNET SERVICE 287302656036	281.68
43647	09/23/2025	FINANCE	Code Enforcement	AT&T	08/25 FIRSTNET SERVICE 287302656036	44.87
43647	09/23/2025	FINANCE	Comm & Rec Centers	AT&T	08/25 FIRSTNET SERVICE 287302656036	49.91
43647	09/23/2025	FINANCE	COMPUTER MAINT	AT&T	08/25 FIRSTNET SERVICE 287302656036	575.69
43647	09/23/2025	FINANCE	Engineering	AT&T	08/25 FIRSTNET SERVICE 287302656036	284.75
43647	09/23/2025	FINANCE	Facilities Maintenance	AT&T	08/25 FIRSTNET SERVICE 287302656036	314.91
43647	09/23/2025	FINANCE	Finance	AT&T	08/25 FIRSTNET SERVICE 287302656036	189.56
43647	09/23/2025	FINANCE	Fleet Maintenance	AT&T	08/25 FIRSTNET SERVICE 287302656036	44.87
43647	09/23/2025	FINANCE	GRANT OVERSIGHT	AT&T	08/25 FIRSTNET SERVICE 287302656036	94.78
43647	09/23/2025	FINANCE	HR/RISK MGT	AT&T	08/25 FIRSTNET SERVICE 287302656036	49.91
43647	09/23/2025	FINANCE	LMD Services	AT&T	08/25 FIRSTNET SERVICE 287302656036	49.91
43647	09/23/2025	FINANCE	Parks	AT&T	08/25 FIRSTNET SERVICE 287302656036	94.78
43647	09/23/2025	FINANCE	Parks Administration	AT&T	08/25 FIRSTNET SERVICE 287302656036	90.15
43647	09/23/2025	FINANCE	Planning	AT&T	08/25 FIRSTNET SERVICE 287302656036	94.78
43647	09/23/2025	FINANCE	STREETS	AT&T	08/25 FIRSTNET SERVICE 287302656036	164.99
43647	09/23/2025	FINANCE	Recreation	AT&T	08/25 FIRSTNET SERVICE 287302656036	44.87
43647	09/23/2025	FINANCE	Sewer Mtnc/Operations	AT&T	08/25 FIRSTNET SERVICE 287302656036	89.67
43647	09/23/2025	FINANCE	Sports Programs	AT&T	08/25 FIRSTNET SERVICE 287302656036	44.87
43647	09/23/2025	FINANCE	Sr Citizen Community Service	AT&T	08/25 FIRSTNET SERVICE 287302656036	59.87
43647	09/23/2025	FINANCE	Water Mtnc/Operations	AT&T	08/25 FIRSTNET SERVICE 287302656036	84.63
43647	09/23/2025	FINANCE	Water Quality Control	AT&T	08/25 FIRSTNET SERVICE 287302656036	44.87
43647	09/23/2025	FINANCE	WWTP	AT&T	08/25 FIRSTNET SERVICE 287302656036	94.78
43647	09/23/2025	FINANCE	City Manager	AT&T	08/25 FIRSTNET SERVICE 287302656036	109.82
43647	09/23/2025	FINANCE	Purchasing	AT&T	08/25 FIRSTNET SERVICE 287302656036	44.87
43647	09/23/2025	FINANCE	PD Operations	AT&T	08/25 FIRSTNET SERVICE 287302965625	6,285.54
43648	09/23/2025	BUILDING	Building	AMERICAN BUSINESS MACHINES	COPIER LEASE	154.67
43649	09/23/2025	HR/RISK MGT	PD Operations	ANAYA, CHRIS	TUITION REIMBURSEMENT	459.00
43650	09/23/2025	PARKS	Parks	BSN SPORTS	SUNRISE ROTARY GOAL POSTS	8,876.48

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43651	09/23/2025	HR/RISK MGT	HR/RISK MGT	CA DEPARTMENT OF JUSTICE	PRE-EMPLOYMENT SVS	160.00
43652	09/23/2025	FACILITIES	Golf Course Capital	CALIFORNIA CLIMATE CONTROL, INC.	HVAC REPLACEMENT - GOLF COURSE	23,211.30
43653	09/23/2025	ENGINEERING	Engineering	CA SURVEYING AND DRAFTING SUPPLY	PLOTTER PAPER	141.94
43654	09/23/2025	ENGINEERING	Water Capital Outlay	CDM SMITH INC.	ENGINEERING SERVICES FOR WELL 37	2,889.50
43655	09/23/2025	PURCHASING	PD Operations	CANON FINANCIAL SERVICES	COPIER CONTRACT	200.26
43656	09/23/2025	HR/RISK MGT	HR/RISK MGT	OCCUPATIONAL HEALTH CENTERS OF CAL.	PRE-EMPLOYMENT SVS	293.00
43657	09/23/2025	HR/RISK MGT	HR/RISK MGT	CPS HR CONSULTING	CONSULTING SERVICES - PROFESSIONAL RECRUIT	9,000.00
43658	09/23/2025	PD OPERATIONS	Code Enforcement	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST SERVICES 08/25	87.50
43658	09/23/2025	PD OPERATIONS	UB - Garbage	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST SERVICES 08/25	21.88
43658	09/23/2025	PD OPERATIONS	UB - Sewer	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST SERVICES 08/25	21.88
43658	09/23/2025	PD OPERATIONS	UB - Water	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST SERVICES 08/25	43.74
43659	09/23/2025	UB - WATER	UB - Garbage	DATAPROSE, LLC	BILLING 08/25 BILLING 08/25	2,914.39
43659	09/23/2025	UB - WATER	UB - Garbage	DATAPROSE, LLC	ENVELOPES	165.96
43659	09/23/2025	UB - WATER	UB - Sewer	DATAPROSE, LLC	BILLING 08/25 BILLING 08/25	2,914.40
43659	09/23/2025	UB - WATER	UB - Sewer	DATAPROSE, LLC	ENVELOPES	165.97
43659	09/23/2025	UB - WATER	UB - Water	DATAPROSE, LLC	BILLING 08/25 BILLING 08/25	5,828.79
43659	09/23/2025	UB - WATER	UB - Water	DATAPROSE, LLC	ENVELOPES	331.93
43660	09/23/2025	PARKS ADMINISTRATION	Comm & Rec Centers	DIAMOND COMMUNICATIONS	FIRE ALARM INSPECTION - PANAM	859.50
43660	09/23/2025	PARKS ADMINISTRATION	Comm & Rec Centers	DIAMOND COMMUNICATIONS	FIRE ALARM INSPECTION - JWYC	984.50
43661	09/23/2025	PARKS ADMINISTRATION	Comm & Rec Centers	ENVIRO CLEAN	FLOOR MACHINE SERVICE - PANAM	824.54
43662	09/23/2025	INFORMATION SERVICES	Computer Replacement	GRUBER TECHNICAL INC.	ELECTRICAL EQUIPMENT	1,955.00
43663	09/23/2025	FINANCE	Community Promo	LOCAL AGENCY FORMATION COMMISSION	LAFCO ANNUAL CONTRIBUTION FOR FY25/26	35,584.53
43664	09/23/2025	FINANCE	CFD 2005-1 City-Wide Serv.	WILLDAN FINANCIAL SERVICES	Q2 FY 25/26 CFD 2005-1 & 2006-1	1,946.05
43664	09/23/2025	FINANCE	CFD 2006-1 KB Home	WILLDAN FINANCIAL SERVICES	Q2 FY 25/26 CFD 2005-1 & 2006-1	1,018.07
43665	09/23/2025	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	07-08/25 SERVICE 9920095153-3	8.11
43665	09/23/2025	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	05-06/25 SERVICE 3533032414-2	98.11
43665	09/23/2025	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	08/25 SERVICE 9920095153-3	7.84
43665	09/23/2025	FINANCE	Central Admin	PACIFIC GAS & ELECTRIC	07-08/25 SERVICE 9920095153-3	28.40
43665	09/23/2025	FINANCE	Central Admin	PACIFIC GAS & ELECTRIC	05-06/25 SERVICE 3533032414-2	209.41
43665	09/23/2025	FINANCE	Central Admin	PACIFIC GAS & ELECTRIC	08/25 SERVICE 9920095153-3	16.93
43665	09/23/2025	FINANCE	Comm & Rec Centers	PACIFIC GAS & ELECTRIC	07-08/25 SERVICE 9920095153-3	4,305.74
43665	09/23/2025	FINANCE	Comm & Rec Centers	PACIFIC GAS & ELECTRIC	05-06/25 SERVICE 3533032414-2	3,637.24
43665	09/23/2025	FINANCE	Comm & Rec Centers	PACIFIC GAS & ELECTRIC	08/25 SERVICE 9920095153-3	15.68
43665	09/23/2025	FINANCE	DRAINAGE	PACIFIC GAS & ELECTRIC	07-08/25 SERVICE 9920095153-3	363.50
43665	09/23/2025	FINANCE	DRAINAGE	PACIFIC GAS & ELECTRIC	05-06/25 SERVICE 3533032414-2	550.77
43665	09/23/2025	FINANCE	DRAINAGE	PACIFIC GAS & ELECTRIC	08/25 SERVICE 9920095153-3	23.12
43665	09/23/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	07-08/25 SERVICE 9920095153-3	6,346.40
43665	09/23/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	05-06/25 SERVICE 3533032414-2	41,653.20

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43665	09/23/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	08/25 SERVICE 9920095153-3	1,147.68
43665	09/23/2025	FINANCE	Fire	PACIFIC GAS & ELECTRIC	07-08/25 SERVICE 9920095153-3	84.77
43665	09/23/2025	FINANCE	Fire	PACIFIC GAS & ELECTRIC	05-06/25 SERVICE 3533032414-2	1,890.83
43665	09/23/2025	FINANCE	INTERMODAL BLDG	PACIFIC GAS & ELECTRIC	05-06/25 SERVICE 3533032414-2	1,020.07
43665	09/23/2025	FINANCE	Parks	PACIFIC GAS & ELECTRIC	07-08/25 SERVICE 9920095153-3	201.80
43665	09/23/2025	FINANCE	Parks	PACIFIC GAS & ELECTRIC	05-06/25 SERVICE 3533032414-2	8,968.63
43665	09/23/2025	FINANCE	Parks	PACIFIC GAS & ELECTRIC	08/25 SERVICE 9920095153-3	29.26
43665	09/23/2025	FINANCE	Sewer Mtnc/Operations	PACIFIC GAS & ELECTRIC	07-08/25 SERVICE 9920095153-3	27.73
43665	09/23/2025	FINANCE	Sewer Mtnc/Operations	PACIFIC GAS & ELECTRIC	05-06/25 SERVICE 3533032414-2	2,476.40
43665	09/23/2025	FINANCE	Sewer Mtnc/Operations	PACIFIC GAS & ELECTRIC	08/25 SERVICE 9920095153-3	0.66
43665	09/23/2025	FINANCE	SOLID WASTE	PACIFIC GAS & ELECTRIC	07-08/25 SERVICE 9920095153-3	9.50
43665	09/23/2025	FINANCE	SOLID WASTE	PACIFIC GAS & ELECTRIC	05-06/25 SERVICE 3533032414-2	(177.09)
43665	09/23/2025	FINANCE	Sr Citizen Community Service	PACIFIC GAS & ELECTRIC	07-08/25 SERVICE 9920095153-3	8.39
43665	09/23/2025	FINANCE	Sr Citizen Community Service	PACIFIC GAS & ELECTRIC	08/25 SERVICE 9920095153-3	7.84
43665	09/23/2025	FINANCE	Water Mtnc/Operations	PACIFIC GAS & ELECTRIC	07-08/25 SERVICE 9920095153-3	43,535.71
43665	09/23/2025	FINANCE	Water Mtnc/Operations	PACIFIC GAS & ELECTRIC	05-06/25 SERVICE 3533032414-2	171,474.05
43665	09/23/2025	FINANCE	Water Mtnc/Operations	PACIFIC GAS & ELECTRIC	08/25 SERVICE 9920095153-3	145.88
43665	09/23/2025	FINANCE	WWTP	PACIFIC GAS & ELECTRIC	05-06/25 SERVICE 3533032414-2	264,880.42
43665	09/23/2025	FINANCE	Zone 24 Activities	PACIFIC GAS & ELECTRIC	07-08/25 SERVICE 9920095153-3	97.29
43665	09/23/2025	FINANCE	Zone 24 Activities	PACIFIC GAS & ELECTRIC	05-06/25 SERVICE 3533032414-2	10.32
43665	09/23/2025	FINANCE	Zone 24 Activities	PACIFIC GAS & ELECTRIC	08/25 SERVICE 9920095153-3	7.64
43665	09/23/2025	FINANCE	Zone 26 Activities	PACIFIC GAS & ELECTRIC	07-08/25 SERVICE 9920095153-3	11.18
43665	09/23/2025	FINANCE	Zone 26 Activities	PACIFIC GAS & ELECTRIC	08/25 SERVICE 9920095153-3	0.78
43665	09/23/2025	FINANCE	Zone 31A Activities	PACIFIC GAS & ELECTRIC	07-08/25 SERVICE 9920095153-3	19.55
43665	09/23/2025	FINANCE	Zone 31A Activities	PACIFIC GAS & ELECTRIC	05-06/25 SERVICE 3533032414-2	30.88
43665	09/23/2025	FINANCE	Zone 31A Activities	PACIFIC GAS & ELECTRIC	08/25 SERVICE 9920095153-3	1.35
43665	09/23/2025	FINANCE	Zone 20B Activities	PACIFIC GAS & ELECTRIC	05-06/25 SERVICE 3533032414-2	23.07
43665	09/23/2025	FINANCE	Zone 27B Activities	PACIFIC GAS & ELECTRIC	05-06/25 SERVICE 3533032414-2	11.23
43665	09/23/2025	FINANCE	Zone 2 Activities	PACIFIC GAS & ELECTRIC	05-06/25 SERVICE 3533032414-2	54.64
43665	09/23/2025	FINANCE	Zone 3 Activities	PACIFIC GAS & ELECTRIC	05-06/25 SERVICE 3533032414-2	41.05
43665	09/23/2025	FINANCE	Zone 31B Activities	PACIFIC GAS & ELECTRIC	05-06/25 SERVICE 3533032414-2	30.88
43665	09/23/2025	FINANCE	Zone 4 Activities	PACIFIC GAS & ELECTRIC	05-06/25 SERVICE 3533032414-2	10.28
43665	09/23/2025	FINANCE	Zone 6A Activities	PACIFIC GAS & ELECTRIC	05-06/25 SERVICE 3533032414-2	72.46
43665	09/23/2025	FINANCE	Zone 29C Activities	PACIFIC GAS & ELECTRIC	05-06/25 SERVICE 3533032414-2	11.54
43665	09/23/2025	FINANCE	Zone 8 Activities	PACIFIC GAS & ELECTRIC	05-06/25 SERVICE 3533032414-2	62.26
43665	09/23/2025	FINANCE	Zone 16 Activities	PACIFIC GAS & ELECTRIC	05-06/25 SERVICE 3533032414-2	23.73
43665	09/23/2025	FINANCE	Zone 13 Activities	PACIFIC GAS & ELECTRIC	05-06/25 SERVICE 3533032414-2	181.66
43665	09/23/2025	FINANCE	PD Operations	PACIFIC GAS & ELECTRIC	07-08/25 SERVICE 9920095153-3	2,960.92

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43665	09/23/2025	FINANCE	PD Operations	PACIFIC GAS & ELECTRIC	08/25 SERVICE 9920095153-3	24.17
43665	09/23/2025	FINANCE	Parking Dist Operation	PACIFIC GAS & ELECTRIC	07-08/25 SERVICE 9920095153-3	82.45
43665	09/23/2025	FINANCE	Parking Dist Operation	PACIFIC GAS & ELECTRIC	05-06/25 SERVICE 3533032414-2	61.90
43665	09/23/2025	FINANCE	Parking Dist Operation	PACIFIC GAS & ELECTRIC	08/25 SERVICE 9920095153-3	5.82
43666	09/23/2025	ENGINEERING	RSTP - FED EX	PACIFIC GAS & ELECTRIC	R-10 OLIVE AND KNOX WIDENING AND IMPROV.	282.00
43667	09/23/2025	FINANCE	PAYROLL TRUST	STATE OF CALIFORNIA	FRANCHISE TAX DEDUCTIONS FOR 08/29/25 PAYI	100.00
43668	09/23/2025	FINANCE	PAYROLL TRUST	STATE OF CALIFORNIA	FRANCHISE TAX DEDUCTIONS FOR 09/12/25 PAYI	100.00
43669	09/23/2025	ENGINEERING	Water Capital Outlay	WEST VALLEY CONSTRUCTION CO. INC.	2024 WATER METER PROJECT NO. W-32 PH.1	173,775.33
43670	09/23/2025	FINANCE	Madera Groundwater JPA	OTP - FINANCE	PROP 1 IRWM DACI - MADERA REGIONAL PLAN.	32,291.46
43671	09/23/2025	FINANCE	Zone 51 Activities	AR REFUNDS	Refund Overpayment Bill #12289	101.26
43672	09/23/2025	FINANCE	General Fund	AR REFUNDS	Refund Overpayment Bill #11673 Rescinded	525.00
43673	09/23/2025	PARKS ADMINISTRATION	Aquatics Programs	OTP- PARKS REFUNDS	CANCELLATION REFUND - POOL	125.50
43673	09/23/2025	PARKS ADMINISTRATION	Parks Administration	OTP- PARKS REFUNDS	CANCELLATION REFUND - POOL	10.00
43674	09/23/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PICNIC AREA	100.00
43675	09/23/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PICNIC AREA	50.00
43676	09/23/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - PANAM GYM 1008871.002	500.00
43677	09/23/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PAVILION	50.00
43678	09/23/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	REFUND DEPOSIT - ROTARY PAVILION	90.00
43678	09/23/2025	PARKS ADMINISTRATION	Parks	OTP- PARKS REFUNDS	REFUND DEPOSIT - ROTARY PAVILION	57.50
43679	09/23/2025	PARKS ADMINISTRATION	Aquatics Programs	OTP- PARKS REFUNDS	CANCELLATION REFUND - POOL	45.00
43679	09/23/2025	PARKS ADMINISTRATION	Parks Administration	OTP- PARKS REFUNDS	CANCELLATION REFUND - POOL	5.00
43680	09/23/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9916439	209.92
43681	09/23/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9900634	1,446.51
43682	09/23/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 4966009	256.95
43683	09/23/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9923767	90.30
43684	09/23/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9899705	78.03
43685	09/23/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9904328	90.25
43686	09/23/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9918664	137.42
43687	09/23/2025	UB - WATER	Water Utility	OTP- UB REFUNDS	ACH OVERPAYMENT - 4486007-500593	154.55
43688	09/23/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9925725	33.95
43689	09/23/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9918789	133.58
43690	09/23/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9915779	159.02
43691	09/23/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9926007	149.63
43692	09/23/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9925974	15.20
43693	09/23/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 8716061	69.54
43694	09/23/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9905049	199.78
43695	09/23/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9898304	105.40
43696	09/23/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9923984	286.08

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43697	09/23/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 10000341	140.83
43698	09/23/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9894157	34.39
43699	09/23/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9907700	206.93
43700	09/23/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9903043	195.32
43701	09/23/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9925415	18.21
43702	09/23/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9922143	213.13
43703	09/23/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 4615106	490.89
43704	09/25/2025	PD OPERATIONS	PD Operations	BIANCHI, BRANDON	PER DIEM - ACTIVE SHOOTER SYMPOSIUM	86.00
43705	09/25/2025	WWTP	WWTP	VAN DE POL ENTERPRISES, INC.	FUEL WWTP - BULK PROPAN	2,898.59
43706	09/25/2025	FACILITIES	AIRPORT OPS	MICHAEL GRAHAM	AIRPORT - GATE REPAIR & SERVICE	4,802.15
43706	09/25/2025	FACILITIES	Fire	MICHAEL GRAHAM	FIRE 58 - SOUTH GATE REPAIR	1,110.00
43707	09/25/2025	PD OPERATIONS	PD Operations	JEREMY TRINH	PER DIEM - ACTIVE SHOOTER SYMPOSIUM	86.00
43708	09/25/2025	ENGINEERING	LTF - Streets	VSS INTERNATIONAL, INC.	R-94 BID PACKAGE 2 BIKE LANES & D ST PAVE.	73,163.23
43708	09/25/2025	ENGINEERING	RMRA	VSS INTERNATIONAL, INC.	R-94 BID PACKAGE 2 BIKE LANES & D ST PAVE.	17,161.74
43709	09/25/2025	PD OPERATIONS	General Trust Fund	GARCIA, VICTORIA	PER DIEM - CLI SESSION #4	236.50
43710	09/25/2025	GRANTS	Home Program Income	MEADOWS MOBILE HOME PARK	SPACE RENTAL #19 10/25	931.70
43711	09/25/2025	GRANTS	Home Program Income	MEADOWS MOBILE HOME PARK	SPACE RENTAL #23 10/25	892.27
43712	09/25/2025	GRANTS	Home Program Income	MEADOWS MOBILE HOME PARK	SPACE RENTAL #86 10/25	884.75
43713	09/25/2025	CITY ADMIN	Facilities Maintenance	DIVISION OF LABOR STANDARDS ENFORCE	ELECTRICIAN CERT EXAM - MEDINA	100.00
43714	09/25/2025	BUILDING	Building	FIRE SAFETY SOLUTIONS, INC.	REVIEW & INSPECTION SVS 09/01/25-09/15/25	7,755.00
43715	09/25/2025	GRANTS	INTERMODAL BLDG	VILLA GARDENING SERVICE INC	LAWN SERVICES - 07/25	600.00
43715	09/25/2025	GRANTS	INTERMODAL BLDG	VILLA GARDENING SERVICE INC	LAWN SERVICES - 08/25	600.00
43716	09/25/2025	FINANCE	Finance	OTP - FINANCE	PER DIEM - CALPERS EDUCATIONAL FORUM	258.00
43717	09/30/2025	ENGINEERING	CDBG Public Improvements	MOORE TWINING ASSOCIATES, INC	R-97 TESTING LAB	1,585.70
43717	09/30/2025	ENGINEERING	RSTP - FED EX	MOORE TWINING ASSOCIATES, INC	SAMPLING AND SAMPLE PREPARATION SERVICES	2,258.70
43718	09/30/2025	WWTP	WWTP	TERRAFORM POWER, LLC.	SOLAR ELECTRIC UTILITIES 08/25	25,291.92
43719	09/30/2025	PARKS ADMINISTRATION	Sports Programs	J & D MANUFACTURING	FOOTBALL PRIZES	269.54
43720	09/30/2025	ENGINEERING	LTF - Streets	RMA GEOSCIENCE, INC.	R-94 BP3 TESTING LAB	6,816.25
43721	09/30/2025	FIRE	Fire	WORKING FIRE FURNITURE & MATTRESS	BED FRAMES - STATION 56	13,197.08
43722	09/30/2025	INFORMATION SERVICES	Computer Replacement	AMS.NET, INC.	STORAGE/SERVER REFRESH PROJECT	870.00
43723	09/30/2025	FINANCE	Madera Groundwater JPA Cor	JACOB T ROBERSON	MRWM CONSULTING - 05/01/24-06/01/24	500.00
43724	09/30/2025	BUILDING	Building	BPR CONSULTING GROUP	PLAN CHECK & INSPECTION SVS	7,328.75
43725	09/30/2025	PD OPERATIONS	DUI Enforcement	JERRY THOMPSON	2025 ENCLOSED TRAILER	12,895.55
43726	09/30/2025	PARKS ADMINISTRATION	Develop Impact Fee/Parks	WESTWOOD PROFESSIONAL SERVICES, INC.	TOZER PARK ENG & DESIGN SVS	10,141.68
43727	09/30/2025	WWTP	WWTP	GHAZARIAN WELDING INC.	GRIT AUGER REPAIR	4,676.40
43728	09/30/2025	FINANCE	General Fund	DIVISION OF THE STATE ARCHITECT	SB DSA 796 QTR 4 FY 24/25	60.40
43729	09/30/2025	ENGINEERING	RSTP - FED EX	PETERS ENGINEERING GROUP	ON-CALL TASK ORDER 1002-2022B	11,497.25
43730	09/30/2025	WWTP	WWTP	STANTEC CONSULTING SERVICES INC.	PROFESSIONAL ENGINEERING SVS	8,337.45

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43730	09/30/2025	WWTP	Sewer Capital Outlay	STANTEC CONSULTING SERVICES INC.	PROFESSIONAL ENGINEERING SVS	3,083.75
43731	09/30/2025	WWTP	WWTP	SYNAGRO WEST, INC.	SLUDGE HAULING & DISPOSAL SLUDGE HAULING	15,497.90
43732	09/30/2025	FINANCE	Finance	OTP - FINANCE	SURETY - FINANCE DIRECTOR	2,750.00
43733	09/30/2025	PD OPERATIONS	PD Operations	ASSET FORFEITURE/OTHER PD	REIMBURSE ALARM REGISTRATION FEE	50.00
43734	09/30/2025	FINANCE	Water Fund	AR REFUNDS	DEPOSIT REFUND - METER #42	1,700.00
43735	09/30/2025	FINANCE	Water Fund	AR REFUNDS	DEPOSIT REFUND - METER #1	1,700.00
43736	09/30/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	REFUND DEPOSIT - ROTARY PAVILION	50.00
43737	09/30/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	REFUND DEPOSIT - ROTARY PAVILION	50.00
43738	09/30/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PAVILION	50.00
43739	09/30/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - SUNRISE ROTARY PAVILION	50.00
43740	09/30/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PAVILION	50.00
43741	09/30/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	CANCELLATION REFUND - ROTARY PARK PAVILIOI	50.00
43741	09/30/2025	PARKS ADMINISTRATION	Parks	OTP- PARKS REFUNDS	CANCELLATION REFUND - ROTARY PARK PAVILIOI	115.00
43742	09/30/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC FIELD 7	50.00
43743	09/30/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PAVILION	50.00
43744	10/02/2025	PD OPERATIONS	Central Admin	CRISCOM PUBLIC RELATIONS, INC.	CONSULTANT SERVICES	4,000.00
43745	10/02/2025	CITY CLERK'S OFFICE	City Council	EVANS, ANITA	PER DIEM - 2025 LOCC ANNUAL CONFERENCE	232.14
43746	10/02/2025	CITY CLERK'S OFFICE	City Council	VILLEGAS, ARTEMIO	PER DIEM - 2025 LOCC ANNUAL CONFERENCE	232.14
43747	10/02/2025	CITY CLERK'S OFFICE	City Council	MEJIA, ELSA	PER DIEM - 2025 LOCC ANNUAL CONFERENCE	193.50
43748	10/02/2025	ENGINEERING	RSTP - FED EX	TERRA WEST CONSTRUCTION INCORP.	R-10 OLIVE AND KNOX WIDENING AND IMPROVE	67,231.50
43749	10/02/2025	ENGINEERING	RSTP - FED EX	C3 ELECTRIC, INC.	TS-35 LAKE & SHERWOOD TRAFFIC SIGNAL PROJ	370,644.87
43750	10/02/2025	FINANCE	Building	COMCAST	CITY INTERNET CONNECTION 09/25	69.06
43750	10/02/2025	FINANCE	City Attorney	COMCAST	CITY INTERNET CONNECTION 09/25	20.44
43750	10/02/2025	FINANCE	City Clerk's Office	COMCAST	CITY INTERNET CONNECTION 09/25	20.58
43750	10/02/2025	FINANCE	Code Enforcement	COMCAST	CITY INTERNET CONNECTION 09/25	146.86
43750	10/02/2025	FINANCE	Comm & Rec Centers	COMCAST	CITY INTERNET CONNECTION 09/25	98.24
43750	10/02/2025	FINANCE	COMPUTER MAINT	COMCAST	CITY INTERNET CONNECTION 09/25	40.03
43750	10/02/2025	FINANCE	Engineering	COMCAST	CITY INTERNET CONNECTION 09/25	137.00
43750	10/02/2025	FINANCE	Facilities Maintenance	COMCAST	CITY INTERNET CONNECTION 09/25	30.16
43750	10/02/2025	FINANCE	Finance	COMCAST	CITY INTERNET CONNECTION 09/25	107.96
43750	10/02/2025	FINANCE	Fleet Maintenance	COMCAST	CITY INTERNET CONNECTION 09/25	20.58
43750	10/02/2025	FINANCE	GRANT OVERSIGHT	COMCAST	CITY INTERNET CONNECTION 09/25	40.03
43750	10/02/2025	FINANCE	HR/RISK MGT	COMCAST	CITY INTERNET CONNECTION 09/25	40.03
43750	10/02/2025	FINANCE	Parks	COMCAST	CITY INTERNET CONNECTION 09/25	49.61
43750	10/02/2025	FINANCE	Parks Administration	COMCAST	CITY INTERNET CONNECTION 09/25	39.89
43750	10/02/2025	FINANCE	Planning	COMCAST	CITY INTERNET CONNECTION 09/25	49.33
43750	10/02/2025	FINANCE	STREETS	COMCAST	CITY INTERNET CONNECTION 09/25	49.61
43750	10/02/2025	FINANCE	Recreation	COMCAST	CITY INTERNET CONNECTION 09/25	59.34

CITY OF MADERA
REGISTER OF AUDITED DEMANDS FOR BANK #1 - US BANK GENERAL ACCOUNT
October 15, 2025

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
43750	10/02/2025	FINANCE	Sewer Mtnc/Operations	COMCAST	CITY INTERNET CONNECTION 09/25	35.09
43750	10/02/2025	FINANCE	SOLID WASTE	COMCAST	CITY INTERNET CONNECTION 09/25	39.87
43750	10/02/2025	FINANCE	Sr Citizen Community Service	COMCAST	CITY INTERNET CONNECTION 09/25	39.89
43750	10/02/2025	FINANCE	UB - Garbage	COMCAST	CITY INTERNET CONNECTION 09/25	32.70
43750	10/02/2025	FINANCE	UB - Sewer	COMCAST	CITY INTERNET CONNECTION 09/25	32.70
43750	10/02/2025	FINANCE	UB - Water	COMCAST	CITY INTERNET CONNECTION 09/25	64.27
43750	10/02/2025	FINANCE	Water Mtnc/Operations	COMCAST	CITY INTERNET CONNECTION 09/25	44.82
43750	10/02/2025	FINANCE	Water Quality Control	COMCAST	CITY INTERNET CONNECTION 09/25	20.58
43750	10/02/2025	FINANCE	WWTP	COMCAST	CITY INTERNET CONNECTION 09/25	30.16
43750	10/02/2025	FINANCE	City Manager	COMCAST	CITY INTERNET CONNECTION 09/25	20.44
43750	10/02/2025	FINANCE	Purchasing	COMCAST	CITY INTERNET CONNECTION 09/25	30.16
43751	10/02/2025	FINANCE	COMPUTER MAINT	COMCAST	09/25 SVS 8155500320322006	88.13
43751	10/02/2025	FINANCE	PD Operations	COMCAST	09/25 SVS 8155500320092096	221.29
43752	10/02/2025	FINANCE	PAYROLL TRUST	M.C.E.A.	MONTHLY DUES 09/25	270.00
43753	10/02/2025	FINANCE	PAYROLL TRUST	M P O A	MONTHLY DUES 09/25	8,073.32
43754	10/02/2025	PARKS ADMINISTRATION	Aquatics Programs	MAMMOTH OXYGEN	CO2 FOR POOL	111.60
43755	10/02/2025	FINANCE	City Council	PETTY CASH - FINANCE DEPT.	PETTY CASH REIMBURSEMENT	239.18
43755	10/02/2025	FINANCE	HR/RISK MGT	PETTY CASH - FINANCE DEPT.	PETTY CASH REIMBURSEMENT	102.25
43756	10/02/2025	ENGINEERING	AFFORDABLE HOUSING	SEAL RITE PAVING	SIDEWALK IMPROVEMENT	96,122.07
43757	10/02/2025	FINANCE	PAYROLL TRUST	STATE OF CALIFORNIA	FRANCHISE TAX DEDUCTIONS	100.00
43758	10/02/2025	PARKS ADMINISTRATION	Comm & Rec Centers	TK ELEVATOR CORPORATION	YC ELEVATOR MAINTENANCE	337.24
43759	10/02/2025	CITY CLERK'S OFFICE	City Council	OTP - FINANCE	PER DIEM - 2025 LOCC ANNUAL CONFERENCE	193.50
43760	10/02/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - PANAM GYM	500.00
43761	10/02/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - PANAM MULTI-ROOM	100.00
791	09/09/2025	FINANCE	PAYROLL TRUST	NAVIA BENEFIT SOLUTIONS INC	SECTION 125 PLAN YEAR FEE & PARTICIPANT FEE	152.00
791	09/09/2025	FINANCE	PAYROLL TRUST	NAVIA BENEFIT SOLUTIONS INC	FSA SECTION 125 DISBURSEMENT 09/09/25	468.90
792	09/12/2025	FINANCE	PAYROLL TRUST	CA DEPARTMENT OF CHILD SUPPORT	CHILD SUPPORT DEDUCTIONS	1,469.38
793	09/12/2025	FINANCE	PAYROLL TRUST	MISSION SQUARE - 302351	PLAN #302351 CONTRIBS	33,610.10
794	09/15/2025	FINANCE	PAYROLL TRUST	JOANN COOK	SPOUSAL SUPPORT	525.00
795	09/15/2025	FINANCE	PAYROLL TRUST	NPC-ORCHARD TRUST COMPANY	PLAN #340227-02 FOR 09/12/25	2,260.70
795	09/15/2025	FINANCE	PAYROLL TRUST	NPC-ORCHARD TRUST COMPANY	PLAN #340227-01 FOR 09/12/25	15,475.02
796	09/16/2025	FINANCE	PAYROLL TRUST	NAVIA BENEFIT SOLUTIONS INC	FSA SECTION 125 DISBURSEMENT 09/16/25	425.74
797	09/23/2025	FINANCE	PAYROLL TRUST	NAVIA BENEFIT SOLUTIONS INC	FSA SECTION 125 DISBURSEMENT 09/23/25	383.73
798	09/25/2025	PURCHASING	SOLID WASTE	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL SVS 07/25	666,638.78
799	09/26/2025	FINANCE	PAYROLL TRUST	COLONIAL LIFE & ACCIDENT INSURANCE CO #E700482 FOR 08/15/2025 PAYROLL		824.44
800	09/26/2025	FINANCE	PAYROLL TRUST	COLONIAL LIFE & ACCIDENT INSURANCE CO #E700482 FOR 08/29/2025 PAYROLL		824.44
801	09/26/2025	FINANCE	PAYROLL TRUST	COLONIAL LIFE & ACCIDENT INSURANCE CO #E700482 FOR 09/12/2025 PAYROLL		758.56
802	09/26/2025	FINANCE	PAYROLL TRUST	COLONIAL LIFE & ACCIDENT INSURANCE CO #E700482 FOR 09/19/2025 PAYROLL		758.56

CITY OF MADERA
REGISTER OF AUDITED DEMANDS FOR BANK #1 - US BANK GENERAL ACCOUNT
October 15, 2025

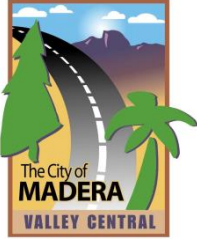
CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
803	09/26/2025	FINANCE	PAYROLL TRUST	MISSION SQUARE - 302351	PLAN #302351 CONTRIBS	33,100.65
804	09/29/2025	FINANCE	PAYROLL TRUST	CA DEPARTMENT OF CHILD SUPPORT	CHILD SUPPORT DEDUCTIONS	1,469.38
805	09/29/2025	FINANCE	PAYROLL TRUST	JOANN COOK	SPOUSAL SUPPORT	525.00
806	09/29/2025	FINANCE	PAYROLL TRUST	NPC-ORCHARD TRUST COMPANY	PLAN #340227-02 FOR 09/29/25	2,383.20
806	09/29/2025	FINANCE	PAYROLL TRUST	NPC-ORCHARD TRUST COMPANY	PLAN #340227-01 FOR 09/26/25	15,528.91
807	09/30/2025	FINANCE	PAYROLL TRUST	NAVIA BENEFIT SOLUTIONS INC	FSA SECTION 125 DISBURSEMENT 09/30/25	1,555.00
808	09/18/2025	FINANCE	AIRPORT OPS	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 08/25	1,324.36
808	09/18/2025	FINANCE	Animal Control	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 08/25	75.73
808	09/18/2025	FINANCE	Building	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 08/25	2,159.95
808	09/18/2025	FINANCE	CDBG Public Services	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 08/25	202.86
808	09/18/2025	FINANCE	Central Admin	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 08/25	299.71
808	09/18/2025	FINANCE	City Clerk's Office	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 08/25	600.00
808	09/18/2025	FINANCE	City Council	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 08/25	459.04
808	09/18/2025	FINANCE	Code Enforcement	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 08/25	2,131.90
808	09/18/2025	FINANCE	Comm & Rec Centers	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 08/25	788.97
808	09/18/2025	FINANCE	Community Promo	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 08/25	717.90
808	09/18/2025	FINANCE	COMPUTER MAINT	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 08/25	191.06
808	09/18/2025	FINANCE	DRAINAGE	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 08/25	3,113.78
808	09/18/2025	FINANCE	Facilities Maintenance	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 08/25	7,381.24
808	09/18/2025	FINANCE	Finance	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 08/25	209.95
808	09/18/2025	FINANCE	Fire	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 08/25	6,291.58
808	09/18/2025	FINANCE	Fleet Maintenance	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 08/25	13,828.97
808	09/18/2025	FINANCE	General Fund	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 08/25	1,038.40
808	09/18/2025	FINANCE	General Trust Fund	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 08/25	358.54
808	09/18/2025	FINANCE	HR/RISK MGT	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 08/25	1,956.95
808	09/18/2025	FINANCE	INS/RISK MGT	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 08/25	1,020.38
808	09/18/2025	FINANCE	LMD Services	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 08/25	4,217.61
808	09/18/2025	FINANCE	MEAS K - FIRE	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 08/25	1,141.82
808	09/18/2025	FINANCE	Parks	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 08/25	12,667.46
808	09/18/2025	FINANCE	Planning	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 08/25	679.73
808	09/18/2025	FINANCE	STREETS	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 08/25	7,509.40
808	09/18/2025	FINANCE	Recreation	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 08/25	24.95
808	09/18/2025	FINANCE	Sewer Mtnc/Operations	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 08/25	3,168.43
808	09/18/2025	FINANCE	Sports Programs	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 08/25	540.58
808	09/18/2025	FINANCE	Sr Citizen Community Service	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 08/25	222.22
808	09/18/2025	FINANCE	Street Cleaning	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 08/25	1,012.77
808	09/18/2025	FINANCE	TRANS - FIXED	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 08/25	2,968.55
808	09/18/2025	FINANCE	TRANS - DAR	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 08/25	1,094.46

CITY OF MADERA
REGISTER OF AUDITED DEMANDS FOR BANK #1 - US BANK GENERAL ACCOUNT
October 15, 2025

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
808	09/18/2025	FINANCE	UB - Garbage	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 08/25	84.33
808	09/18/2025	FINANCE	UB - Sewer	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 08/25	84.33
808	09/18/2025	FINANCE	UB - Water	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 08/25	168.64
808	09/18/2025	FINANCE	Water Mtnc/Operations	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 08/25	11,278.55
808	09/18/2025	FINANCE	Water Quality Control	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 08/25	3,073.03
808	09/18/2025	FINANCE	WWTP	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 08/25	19,049.17
808	09/18/2025	FINANCE	Purchasing	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 08/25	4,500.00
808	09/18/2025	FINANCE	Special Events	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 08/25	3,751.62
808	09/18/2025	FINANCE	PD Operations	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 08/25	7,055.45
808	09/18/2025	FINANCE	Prop 68 Grant	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 08/25	1,085.50
808	09/18/2025	FINANCE	PW Safe & Clean Initiative	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 08/25	1,633.51
808	09/18/2025	FINANCE	Computer Replacement	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 08/25	3,543.19
808	09/18/2025	FINANCE	MCDPH Agreements	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 08/25	2,143.12
808	09/18/2025	FINANCE	Deferred Maintenance	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 08/25	269.38
808	09/18/2025	FINANCE	Ins./Reimbursed Damage	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 08/25	120.00

BANK #1 - US BANK GENERAL ACCOUNT TOTAL

\$ 4,329,403.68



REPORT TO CITY COUNCIL

Approved by:

Wendy Silva
Wendy Silva, Director of Human Resources

Arnoldo Rodriguez
Arnoldo Rodriguez, City Manager

Council Meeting of: October 15, 2025

Agenda Number: B-3

SUBJECT:

Informational Report on Personnel Activity

RECOMMENDATION:

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

SUMMARY:

The purpose of this report is to provide the Council an informational update on employment matters, including new hires, transfers, and terminations. This report represents activity since the prior report submitted on the September 17, 2025, City Council agenda.

DISCUSSION:

The Civil Service Commission's next meeting will take place on October 14, 2025.

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

Table 1: New Hires and Re-hires				
Name	Position	Department	Status*	Effective Date
Markus Williamson	Construction Inspector I	Engineering	FT	9/22/25
Irving Hermosillo De Anda	Police Officer Trainee	Police	FT	9/24/25
Nicole Ramirez	Program Leader I	Parks & Community Services	PT	10/6/25
Adolfo Barrera	Park Aide	Parks & Community Services	PT	10/6/25

*Status: FT = Full Time, PT = Part Time, RA = Retired Annuitant

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

Table 2: Promotions, Transfers, or Assignment Changes			
<i>Name</i>	<i>Old Position</i>	<i>New Position</i>	<i>Effective Date</i>
Gabriel Mayorga	Police Officer I	Police Officer II	8/23/25
Jaron McAlister	Police Officer II	Police Corporal	9/13/25
Richard Gonzales	Police Corporal	Police Sergeant	9/13/25
Johnny Torres-Gonzalez	Program Leader I/Lifeguard	Park Aide	9/15/25
Daniel Arellano	Program Leader I	Park Aide	9/15/25
Kenneth Hall	Police Officer II	Police Corporal	10/4/25
Adrian Ruiz	Park Aide (Part Time)	Parks Worker I (Full Time)	10/6/25

The following employees separated from employment since our last report.

Table 3: Separations				
<i>Name</i>	<i>Position</i>	<i>Department</i>	<i>Status*</i>	<i>Effective Date</i>
Audrey Hernandez	Program Leader I/ Lifeguard	Parks & Community Services	PT	6/27/25
Celeste Ledesma	Program Leader I/ Lifeguard	Parks & Community Services	PT	7/18/25
Anthony Sierra	Program Leader I/ Facility Aid	Parks & Community Services	PT	7/25/25
Cynthia Perez	Program Leader I/ Lifeguard	Parks & Community Services	PT	7/28/25
Michelle Cornejo	Program Leader II	Parks & Community Services	PT	8/8/25
Tasiana Gonzalez	Program Leader I	Parks & Community Services	PT	8/16/25
Leilani Franco	Program Leader I	Parks & Community Services	PT	9/17/25
Berenice Andrade Davalos	Public Safety Dispatcher	Police	FT	9/19/25
Shawn Fadley	Police Corporal	Police	FT	9/22/25

Table 3: Separations, continued				
<i>Name</i>	<i>Position</i>	<i>Department</i>	<i>Status*</i>	<i>Effective Date</i>
Salvador Zaragoza	Police Officer II	Police	FT	9/28/25
Jerron Romias	Police Officer II	Police	FT	9/30/25
Christian Delgadillo	Police Officer II	Police	FT	10/12/25

*Status: FT = Full Time, PT = Part Time, RA = Retired Annuitant

FINANCIAL IMPACT:

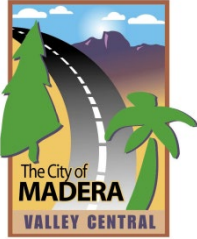
Funding for positions and employees to fill those positions is contemplated annually by the Council in the budget process. During the course of any given fiscal year, individual employees filling specific positions may change due to a number of various circumstances. All hiring and termination decisions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



Wendy Silva, Human Resources Director



Arnaldo Rodriguez, City Manager

Council Meeting of: October 15, 2025

Agenda Number: B-4

SUBJECT:

Porsche Club of America Special Activity Permit for Autocross Events at the Madera Municipal Airport

RECOMMENDATION:

Adopt a Resolution Ratifying Approval of a Special Activity Permit for the Use of Designated Areas of the Madera Municipal Airport for Porsche Club of America Autocross Events

SUMMARY:

The Porsche Club of America (PCA) is requesting authorization to use the closed Runway 8-26 (Runway) at the Madera Municipal Airport (Airport) for autocross performance driving events between October 2025 and May 2026. The City initially received a request from the PCA in December 2017 to use the Airport, and since 2018 Council has approved their requests for a Permit in 2018, 2019, 2022 through 2024, inclusive, and the early part of 2025. On February 24, 2025, the PCA requested permission to continue using the Runway for events later in 2025 and the spring of 2026.

DISCUSSION:

The PCA organizes social, driving and club-style events including Autocross events. Autocross is a sport driving competition focused on navigating a car through a defined course of pylons. The courses are set up using soft orange traffic pylons and speeds range between 40 to 65 miles per hour. Event organizers place an emphasis on driver skills and car performance. The PCA emphasizes safety and the importance of uninterrupted airport operations as priorities when using the Airport for their events.

The City initially received a request from the PCA in December 2017 to use the Airport, and since 2018 Council has approved their request for multiple years. More recently, the PCA requested

permission to use the Runway for events later in the fall of 2025 and the spring of 2026. This item was scheduled for consideration by the Airport Advisory Committee (AAC) on July 8, 2025; however, a quorum was not established. The next scheduled AAC Meeting is scheduled on Tuesday, October 14, 2025, after the first PCA event is scheduled to take place. Subsequent efforts by staff to establish a quorum through follow-up phone calls to schedule a meeting in the interim were unsuccessful. Moving forward, staff will survey AAC members to identify a mutually convenient date to reconvene and address other airport business.

The City initially placed this item for Council's consideration at its October 1, 2025, Regular City Council meeting. However, due to unexpected equipment failure, the meeting was canceled and could not proceed as planned. Given the time-sensitive nature of the request and the Club's need to confirm event logistics, the City Manager approved the permit administratively, with formal ratification to be considered at the next regularly scheduled Council meeting.

The autocross course stays within the confines of the restricted runway and attendees access the event from Avenue 16 and do not impede aviation traffic or cross the main taxiway or Runway 12-30. The event dates for the current permit request are listed in Table 1 and the intended area of use of the restricted runway is outlined in the diagram below.

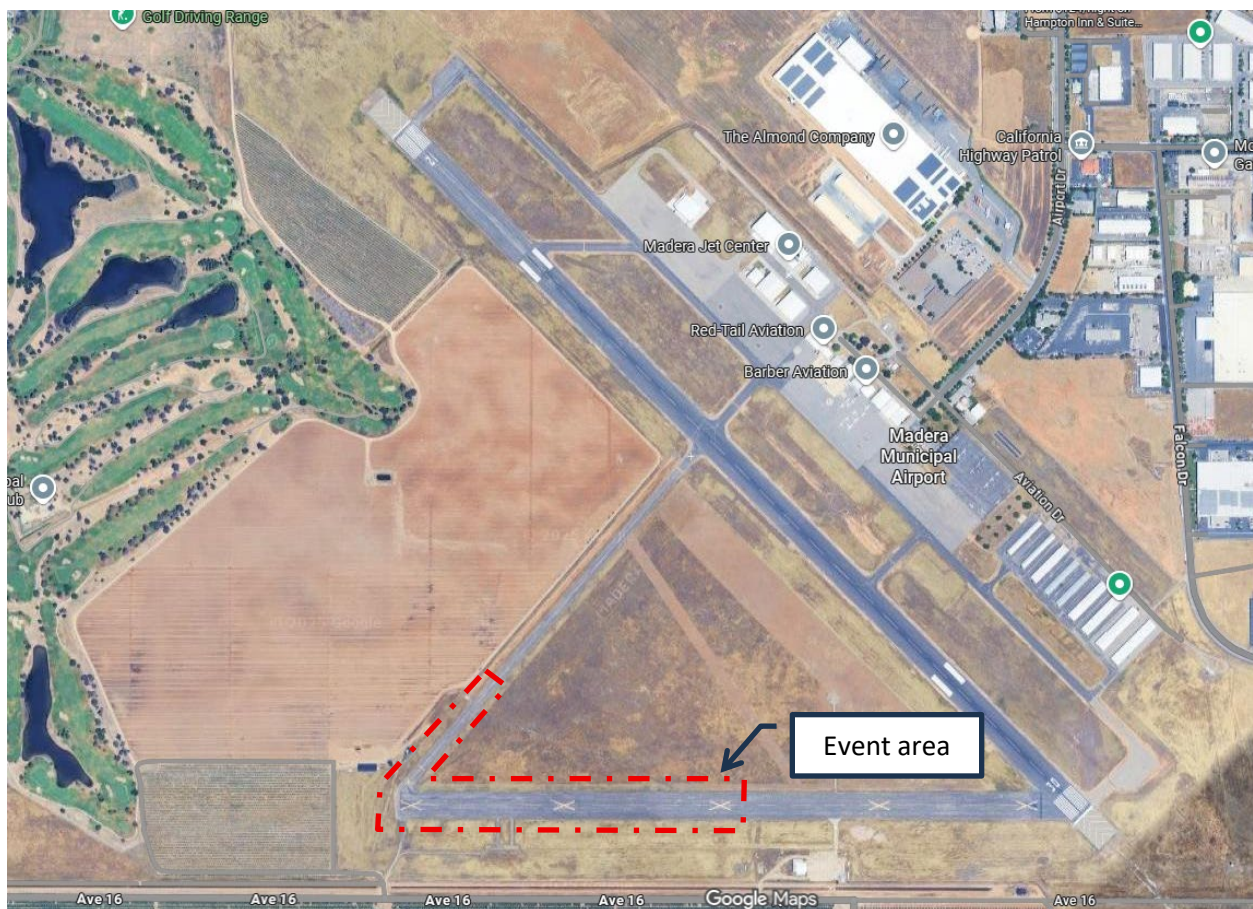


Diagram 1: Area of Planned Event Located on Abandoned Runway

Table 1: Event Dates

October 11, 2025	March 14, 2026	April 11, 2026	May 9, 2026
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FINANCIAL IMPACT:

Staff negotiated a rate of \$350 per event with the PCA. This Permit will allow four autocross events in Fiscal Year 2025/26. These events will generate \$1,400 in revenue for the Airport, and the PCA will be required to carry appropriate insurance for each event. Any costs related to staff time include the time for a pre-inspection and post inspection; however, staff presence is not required during the event, and no staff time is dedicated for set up or cleanup for the event.

Any other incidental expenses are expected to be absorbed within the existing departmental budget and will not require additional appropriations.

ALTERNATIVES:

- Decline to ratify the Permit. In this case, the Permit previously approved by the City Manager would terminate as of the date Council declines ratification, with any future dated events within the administratively approved permit cancelled
- Request modification or additional information before ratifying the Permit. Staff notes, however, that a delay in action may affect the Porsche Club of America's ability to finalize future event planning and outreach for the remaining scheduled dates.

ATTACHMENTS:

1. Resolution
 - a. Exhibit 1: Special Activity Permit
 - i. Exhibit A: Site Plan of Runway 8-26
 - ii. Exhibit B: Access Route to Event Location
 - iii. Exhibit C: Federal Aviation Administration Assurances
 - iv. Exhibit D: City of Madera Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement
 - v. Exhibit E: Insurance Requirements for Porsche Club of America Special Event at the Madera Municipal Airport
 - vi. Exhibit F: Incident Report
 - vii. Exhibit G: Map of Event Course

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, RAIFYING APPROVAL OF A SPECIAL ACTIVITY PERMIT FOR
THE USE OF DESIGNATED AREAS OF THE MADERA MUNICIPAL AIRPORT
FOR THE 2025-2026 PORSCHE CLUB OF AMERICA AUTOCROSS EVENTS**

WHEREAS, the Porsche Club of America (Permittee) has requested authorization to use an area of the Madera Municipal Airport (Airport) for autocross events during Fiscal Year 2025-2026; and

WHEREAS, the Airport has available space on the closed runway that will not present any safety hazard or detriment to normal operations of aircraft at the Airport; and

WHEREAS, participants and spectators will access the event via Avenue 16 so as not to interrupt normal airport operations; and

WHEREAS, four events are planned during Fiscal Year 2025-2026; and

WHEREAS, the Permittee shall remit \$350 per event to the Airport for a total of \$1,400 through the duration of the permit; and

WHEREAS, the Permittee shall be limited to the area outlined in the permit; and

WHEREAS, the City and the Permittee have agreed upon terms for the attached Special Activity Permit; and

WHEREAS, the Permit request was listed for consideration at the October 1, 2025, City Council Meeting and due to unforeseen equipment failure, the meeting was cancelled; and

WHEREAS, there was not sufficient time and ability to reschedule another meeting prior to the first event contemplated by this Special Activity Permit; and

WHEREAS, due to the time-sensitive nature of the Permittee's request and to allow City business to timely go forward, the City Manager approved the Special Activity Permit for the Use of Designated Areas at the Madera Municipal Airport for the 2025-2026 Porsche Club of America Autocross Events, subject to ratification of the City Council at the next scheduled meeting.

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

1. The above recitals are true and correct.
2. The City Council hereby ratifies and approves the City Manager's authorization of the

Special Activity Permit between the City of Madera and the Porsche Club of America for the Use of Designated Areas at the Madera Municipal Airport for the 2025–2026 Autocross Events, a copy of which is attached hereto as Exhibit 1 and incorporated herein by reference.

3. The resolution is effective immediately upon adoption.

* * * * *

**SPECIAL ACTIVITY PERMIT FOR THE USE OF DESIGNATED AREAS OF THE MADERA MUNICIPAL
AIRPORT FOR THE 2025-2026 PORSCHE CLUB OF AMERICA AUTOCROSS EVENTS**

THIS IS TO CERTIFY the City Manager's issuance of this Special Activity Permit ("Permit") for use of the restricted Runway 8-26 ("Runway") at the Madera Municipal Airport ("Airport") for scheduled non-aviation-related events and activities in conjunction therewith, and subject to the following conditions and restrictions and to further certify that by execution thereof Porsche Club of America ("Permittee") agrees to all the terms and conditions of this Permit.

REQUEST:

Request by the Porsche Club of America, a corporation of the State of Maryland registered to do business in California, for permission to use the Airport's Runway, as indicated on Exhibit A attached hereto and made a part hereof.

BACKGROUND:

The City initially received a request from the Permittee in December 2017 to use the Airport, and since 2018 Council has approved their request for a Permit in 2018, 2019, 2022, 2023, 2024, and early 2025. On February 24, 2025, Permittee requested permission to continue using the Runway for events later in 2025 and the spring of 2026. The autocross course stays within the confines of the restricted runway and attendees access the event from Avenue 16. The participants and attendees do not impede aviation traffic nor do they cross the main taxiway or Runway 12-30.

CITY MANAGER ACTION:

The City Manager approves the following findings in justification of this Permit and grants the Permit as described herein subject to each of its Conditions of Approval.

FINDINGS:

In issuing this Permit, the City Manager hereby finds that, under strict conditions of approval:

1. Permittee's automotive, non-aviation-related event and use of the Runway area and Airport facilities will not be detrimental to the environment or to the health, safety, peace or general welfare of the City, the Airport, the surrounding properties, or the community-at-large.
2. Permittee's non-aviation-related activities will not be detrimental to the utility of the Airport or to Airport property and improvements.
3. Permittee's non-aviation-related activities, if conducted in accordance with the Conditions of this Permit, will not be inconsistent with the Environmental Guidelines, the General Plan, the Airport Master Plan, the Airport Layout Plan, the Airport Operating

Ordinance and the Zoning Ordinance of the City.

4. Permittee's non-aviation-related activities and use of the Airport facilities will not create a safety hazard to the normal operations of aircraft arriving or departing from the Airport.
5. Reasonable time periods can be and are herein designated for Permittee's non-aviation-related activities.
6. Permittee shall pay \$350.00 per event for this proposed use.
7. The form and amount of insurance as required in Exhibit E, attached hereto and incorporated herein, naming the City as additional insured parties to be obtained from the Permittee are reasonably related to the Airport's risk exposure and are not unjustly discriminatory. It is further found that because these insurance requirements are appropriate under the unique characteristics of the proposed use, this finding shall not be construed to indicate a precedent for insurance requirements for any other use.

CONDITION PRECEDENT:

Approval of this proposed use of the Airport by the Federal Aviation Administration (FAA) shall be a condition precedent to the effectiveness of this Permit. City shall have sole discretion to determine the satisfaction of this condition, which discretion shall be exercised upon a reasonable basis after conferring in good faith with Permittee. The City is responsible for obtaining FAA approval and Permittee shall fully cooperate with the City's efforts related thereto.

EVENT DESCRIPTION:

The event is a periodic autocross event on the second Saturday of the months of October 2025, and March through May 2026. Event participants on the Runway will navigate a temporary course marked by traffic cones in a timed competition. The term "Runway" in this Permit includes the asphalt closed Runway 8-26 and the southwestern end of abandoned taxiway C consistent with Exhibits A and B, attached hereto and incorporated herein. The event organizers place an emphasis on driver skill and car performance; and performance is measured by time. All vehicles will be checked by Permittee for safety and adequately prepared for timed racing.

Event participants will race on a course set up on the Runway. The autocross-timed-racing course will be set up substantially as shown on Exhibit B, attached hereto and incorporated herein; no other portions of the Airport will be used for automotive activities. The event will not involve producing, assembling, or selling any products onsite.

For the dates listed above for the automotive activities, up to 100 members of the Porsche Club of America will be at the Airport at any one time. Permittee staff will deliver and set up portable equipment on the Friday prior to the event from 12:00 p.m. to 6:00 p.m. The autocross course will be set up on Saturday of the event, prior to racing activities. Autocross-timed-racing activities will occur between the hours of 7:00 a.m. and 5:00 p.m. Table 1 provides a summary of event

activities by day and time.

TABLE 1. Activities Schedule

Day	Start	End	Event/Description	Maximum People Present
Friday	12:00 p.m.	6:00 p.m.	Deliver Portable Toilet	5
Saturday	7:00 a.m.	9:00 a.m.	Registration and Course Setup	100
	9:00 a.m.	9:30 a.m.	Drivers' Meeting and Course Walk-Through	100
	9:30 a.m.	4:00 p.m.	Autocross Event (Timed Runs)	100
	4:00 p.m.	5:00 p.m.	Loadout and Cleanup	25
Monday	8:00 a.m.	12:00 p.m.	Pickup Portable Toilet	2

Exhibit B shows the route participants will use to access the Runway, namely, accessing the facility through the gated entrance on Avenue 16 to avoid crossing the apron, taxiway, and Runway 12-30, the main runway. In its advertising and promotional materials, Permittee shall promote the commerce of the Airport, the City, and City facilities by promoting local businesses and working with the City to create promotional materials for the events if requested by the City.

TERM OF PERMIT:

The permit will take effect after approval by the City Manager and execution by all parties. Specific event dates will be October 11, 2025; March 14, 2026; April 11, 2026; and May 9, 2026. Modification to event dates as stated herein due to unforeseen circumstances may only be made by mutual written consent between the City of Madera by its City Manager and Permittee.

FEE:

Permittee shall pay \$350.00 per event to the City of Madera at least one week in advance of that event and state the event date on the check. Payment must be submitted to:

City of Madera Finance Department
Attn: Miscellaneous Accounts Receivable
205 W. 4th Street
Madera, CA 93637

BUSINESS LICENSE:

No later than thirty (30) days prior to conducting any activity under the authority granted by this Permit, Permittee and any of its contractors or subcontractors for the event must apply, pay for,

and receive a City of Madera Business License from the City's Finance Department.

CONDITIONS OF APPROVAL:

This Permit is issued by the City and is accepted by Permittee upon the following terms, covenants, and conditions, and the breach of any said terms, covenants, or conditions will be deemed sufficient cause for the suspension or termination of the Permit.

I. OPERATIONAL CONDITIONS

1. Permittee's non-aviation-related activities shall be confined to the areas of the Runway and Airport facilities designated by the City and shown in Exhibits A and B. Use of any other areas of the Airport for activities pursuant to this Permit must be approved in advance and in writing by the City by its City Manager. The City shall have final approval of all site plans as provided herein and Permittee shall implement all safety measures required by the City to ensure public safety and to safeguard users of the Airport and aircraft. The City reserves the right to relocate or to cancel or suspend any event at any time if, in the opinion of the City, such relocation or suspension/termination is required for the public safety or the safe operation of the Airport.
2. Pre-and post-event site inspections will be conducted by representatives of Permittee and the City, at a date and time agreed in writing prior to the Event, to determine existing conditions and evaluate in writing potential damages, if any. Each day autocross racing is conducted on the Runway, representatives of Permittee and the City shall inspect the racing course prior to the racing day and following that inspection and after any remedial actions taken, except for any condition identified in writing by the Permittee or by the City at the time of the inspection, Permittee agrees to accept the condition of the runway and the racing courses "as is" with respect to all conditions which may then exist. The cost to the City to repair or replace any post-event damage, or to remove and clean any material or oil or gas spill remaining on the event site after the end of the event period as shown in Table 1 shall be assessed to Permittee at actual cost for labor, equipment, and materials. Such assessment will be presented to Permittee in writing, with payment due within 15 calendar days from service of assessment. Failure to pay any assessments by the due date will immediately terminate this Permit. Permittee's use of the Airport must not affect access to, or the use of premises leased to the City's tenants at the Airport.
3. Prior to conducting any activities on the Airport, Permittee will provide a final written schedule of its proposed activities to the City and will keep City staff fully informed on a timely basis, at least one week in advance if reasonably possible, by providing prior written notice concerning any and all changes concerning events listed in that schedule. Prior to the event, Permittee will provide to the City a current list of names, phone numbers, and e-mail addresses for principal contact persons who are responsible for the conduct of that event both on- and off-site and who should be contacted in case of emergency. Prior to the first scheduled event under the Permit, Permittee will attend a

pre-event briefing with City staff to ensure coordination of the event and emergency procedures when required by the City.

4. Permittee's non-aviation-related and other activities shall be conducted only between 6:00 a.m. and 6:00 p.m. The City will not provide staff on-site during this time other than as required in this permit for site inspection.
5. An accurate plan of the location of all events and related activities must be prepared by Permittee and approved in advance by the City. This plan, attached as Exhibit G and incorporated herein, should include but is not be limited to safety setbacks, crowd lines, and parking areas for visitors and participants.
6. Traffic entering or leaving the Runway and adjacent areas shall not cross Runway 12-30, but shall access the event site through the gate on Avenue 16 by following the traffic route shown on Exhibit B. A traffic management plan showing the Airport gate and route to be used for ingress and egress to the event site, the location of directional signs, security fencing, and barricades, if needed, shall be submitted to the Public Works Operations Director at least thirty (30) days before the Event.
7. Set-up and break-down of course equipment associated with any event will occur on the same day as event activities. All equipment and materials on the Runway must be removed before 6:00 p.m. on the same day as the event and the site returned to its pre-event condition, unless other arrangements are approved in advance by the City. Permittee is responsible to pay any maintenance or cleanup costs associated with the event. Permittee is responsible for installing and securing any traffic cones, signs, striping or tape used to delineate areas, trash cans, portable toilets, tents, structures or other materials, equipment or supplies brought onto the site for any event. If water is required to clean the event site, it shall be accomplished using non-potable water whenever possible, unless potable water is required for reasons of health or safety. If Permittee's activities on the site damage the runway due to a fuel spill or other reason and the runway softens or otherwise becomes degraded as a result, Permittee will be responsible for the cost of repairs to the Runway. If, in the sole determination of the City, the event site requires sweeping for rocks and small debris following an event as a result of Permittee's activities, the City will notify Permittee who will have an option to sweep debris from the site to the satisfaction of the City or to request the City to sweep debris. In the event that City personnel are required to remove debris from the event site, Permittee shall be assessed a Public Works Special Event Labor charge consistent with the City of Madera Master Fee Schedule. All sweeping by Permittee must be completed no later than 5:00 p.m. on the day following autocross racing activities. If sweeping is not completed within the designated timeframe, the City will sweep the site and assess the applicable fee to Permittee. Any assessed sweeping fee will be presented in writing to Permittee and must be paid within 15 calendar days. Failure to pay assessed sweeping fees as prescribed will immediately terminate this Permit.

8. Ample garbage and refuse containers with snug fitting lids must be provided for food facilities and for public use to the satisfaction of the City. Garbage and refuse containers must be emptied as necessary during any event so as not to overflow during or after an event. All trash must be removed from the site and Airport no later than the day following the event. If City personnel are required to remove garbage or refuse from the event site, Permittee shall be assessed a Public Works Special Event Labor Charge consistent with the City of Madera Master Fee Schedule, and Permittee shall pay said charge within 15 calendar days of receiving the written assessment from the City. Failure to pay assessed fees as prescribed will immediately terminate this Permit.
9. Adequate portable restrooms will be provided by Permittee for any event in such numbers and locations as may be required by the Madera County Health Department and the City. These portable restrooms must be serviced and pumped by a sanitation truck as required and removed from event site at the conclusion of activities. There must be no dumping of any materials into existing sewers serving the Airport.
10. Fire extinguishers fully charged and with tags affixed, must be provided by Permittee as required by the City's Fire Department. There will be no open-air use of hazardous or flammable materials. All fuel shall be stored and dispensed properly from adequately vented containers.
11. First aid kits and supplies shall be supplied by Permittee and be available on-site for the duration of the event period as shown in Table 1.
12. Any accident requiring medical attention must be reported to the City using the Incident Report, as shown on Exhibit F, attached hereto and incorporated herein, within 24 hours from the time of the incident. The report shall be emailed to the Public Works Operations Director and include a description of the occurrence, name and contact information for the injured party, names and contact information for witnesses, and disposition of the medical event.
13. Permittee acknowledges that it has received and will abide by the regulations set forth in the Airport Regulations in Title III, Chapter 6, of the Madera Municipal Code:
https://codelibrary.amlegal.com/codes/madera/latest/madera_ca/0-0-0-924
14. Permits must be obtained from the Madera County Health Department for any temporary food or beverage service or preparation facilities at least ten (10) days prior to an event.
15. Parking for motor vehicles, including utility trucks, shall be as designated on the site plan in areas outside the fenced air operations areas of the Airport. There must be no overnight or vehicle camping or long-term (more than 72-hours) vehicle storage on Airport property, unless same is approved in advance by the City Manager in writing. Any circumstances which arise during an event which is expected to impact Permittee's ability to leave the site clean and vacant, such as the presence of an inoperable vehicle, shall be

immediately communicated to the Public Works Operations Director.

16. Permittee will be responsible for, and must take all measures required to ensure that participants or spectators do not trespass onto leased premises at the Airport or outside of designated areas, as shown in Exhibit A.
17. To the extent applicable, Permittee shall comply with all FAA assurances as shown on Exhibit C, attached hereto and made a part hereof.
18. Permittee shall cooperate with the City in notifying pilots, users, and tenants of the Airport about the Permittee's event activities and explaining how these activities will affect the Airport and airport operations.
19. Sponsorship banners and signs are allowed within the designated event area in locations approved by the City and indicated on the site plan. Banners and signs shall be promptly removed at the conclusion of the event.
20. No person shall possess or consume any alcoholic beverage or drug that affects cognitive or motor abilities in or around any areas of the Runway when Permittee's activities are taking place. No person employed by or providing service to Permittee shall possess, consume, and/or be under the influence of any alcoholic beverage or drug that affects cognitive or motor abilities in or around any areas where Permittee's activities are taking place.

II. RELEASE AND WAIVER OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, INSURANCE, AND INDEMNIFICATION REQUIRED

Release and Waiver of Liability and Assumption of Risk Agreement. Each participant in motorized vehicle operation including, but not necessarily limited to, driving, autocross, and slalom exercises and any passenger shall, prior to such participation, sign a Release and Waiver of Liability and Assumption of Risk Agreement, a copy of which is attached hereto as Exhibit D, and a copy of every such executed Agreement shall be provided to the City at the conclusion of each day's event which involves operation of motor vehicles on the Airport. (Permittee shall use Exhibit D in not less than an 8 ½" by 14" format.)

Insurance. Permittee agrees to provide insurance in accordance with the requirements set forth in Exhibit E Insurance Requirements, attached hereto and incorporated herein. If Permittee uses existing coverage to comply with these requirements and that coverage does not meet the requirement set forth herein, Permittee agrees to amend, supplement or endorse the existing coverage to do so.

Cancellation. In the event of cancellation, reduction of or change in coverage, or a substantial premium increase (in excess of \$500.00) of the City's airport liability insurance as a result, in

whole or in part, of the operations allowed by this Permit, this Permit shall be suspended effective as of the date of any such change. Upon receipt of notice of any such change in coverage, City shall promptly notify Permittee.

Indemnity. Permittee shall indemnify, defend, and hold harmless the City, and its officers, employees, and agents ("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 Permittee's activities under this agreement or out of the operations conducted by Permittee, including the City's active or passive negligence, 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 Permittee's activities under this agreement, the Permittee 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.

III. SUSPENSION OR TERMINATION

This Permit for non-aviation-related activities may be immediately suspended at any time for a violation of any of the conditions of approval as set forth herein. Written notice of suspension shall be given to Permittee, or that person then in-charge of conducting Permittee's activities on the Airport, by the City Manager on behalf of the City. The notice shall set forth the specific violation for which the immediate suspension is imposed. Permittee agrees that, upon receipt of written notice of suspension from the City, it will immediately cease and suspend all their activities on the Airport.

City agrees to cooperate with Permittee in their efforts to remedy or to address the violation cited in the notice of suspension. If and when such violation has been addressed to the satisfaction of the City, a written notice of Permit reinstatement shall be given to Permittee.

This Permit may be terminated by action of the City Manager.

If cancellation for convenience of the event is initiated by Permittee, Permittee shall pay to the City an equitable charge for services or other work performed. The equitable charge for termination for Permittee's convenience shall provide for payment to the City for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the City relating to written commitments that were executed prior to termination.

In the event it should become necessary for either party to enforce or interpret any of the terms and conditions of this Permit by means of court action or administrative enforcement, the laws of the State of California shall govern the interpretation of the terms and conditions of this Permit and such action shall be brought in a court of proper jurisdiction in Madera County, the prevailing party, in addition to other remedy at law or in equity available to such party, shall be awarded all

reasonable costs and reasonable attorney's fees in connection therewith, including the fees and costs of experts reasonably consulted by the attorney for the prevailing party.

IV. NON-TRANSFERABILITY, NO EXCLUSIVE RIGHT, NO RIGHT TO LEASE, NO LONG- TERM USE CONTEMPLATED BY THE PARTIES

This Permit is non-transferable.

This Permit shall not be construed or interpreted as an "exclusive right" within the provisions of section 308a of the FAA Act of 1958, as amended.

This Permit shall not be construed as a lease of any City property, nor does it convey any right to such a lease.

In the event of a request or action by the FAA to terminate the activities as set forth in this Special Activity Permit, such permit shall become immediately null and void without requirement of any further action by the City Council.

V. NOTICE

All notices and other communications required to be given under this Permit shall be in writing and shall be delivered at the addresses set forth herein, or to such other address as either party may from time to time specify as its address for the receipt of notices. Notices given by an attorney shall be deemed to constitute notice from that party. Notice may be given by personal delivery, recognized overnight courier, by United States mail or by email transmission in the manner set forth below. Notice shall be deemed to have been duly given: (a) if by personal delivery, on the first to occur of the date of actual receipt or refusal of delivery by any person at the intended address, (b) if by overnight courier, on the first business day after being delivered to a recognized overnight courier, (c) if by mail, on the third business day after being deposited in the United States mail, certified or registered mail, return receipt requested, postage prepaid, or (d) if by email, on the next business day after being sent, addressed as follows:

If to the City:

City of Madera
Attn: Public Works Operations Director
1030 South Gateway Drive
Madera, CA 93637
arodriguez@madera.gov

If to Permittee:

Porsche Club of America
Attn: Russell K. Weber, Sequoia Chapter President

PO Box 26293
Fresno, CA 93729
E-mail: rtweber@hotmail.com

VI. AUTHORITY

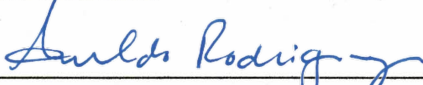
The individuals executing this Special Activity Permit on behalf of the City of Madera and Porsche Club of America represent and warrant that he or she is duly authorized to execute and deliver this permit on behalf of said entity and that this Permit is binding upon said entity in accordance with its terms.

This is to notify requester, Porsche Club of America, that the above-described Special Activity Permit was approved by the City subject to execution below by Porsche Club of America.

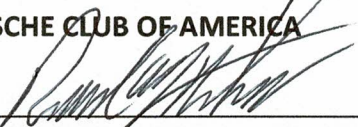
Dated: October 7, 2025

Madera, California

CITY OF MADERA

BY: 
Arnoldo Rodriguez, City Manager

PORSCHE CLUB OF AMERICA

BY: 
Russell K. Weber, Sequoia Chapter President

ATTEST:

BY: _____
Alicia Gonzales, City Clerk

EXHIBIT B
ACCESS ROUTE TO EVENT LOCATION

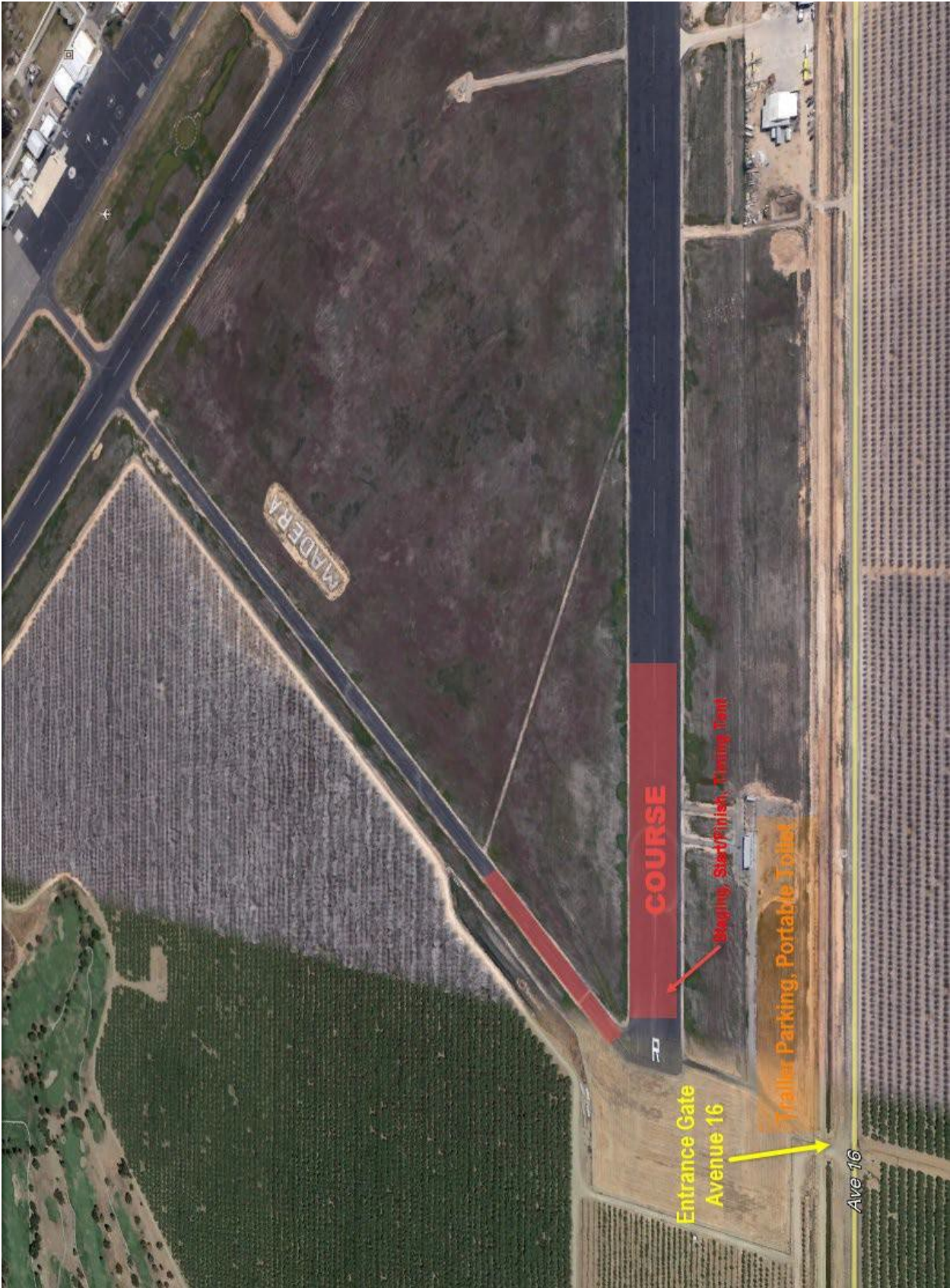


EXHIBIT C
FEDERAL AVIATION ADMINISTRATION ASSURANCES

A. COMPLIANCE WITH SPONSOR'S FEDERAL GRANT ASSURANCES: To the extent applicable, Permittee shall comply with all Federal Aviation Administration (FAA) assurances below:

1. The Permittee for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenants and agree that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Agreement for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Permittee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation- Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

2. The Permittee for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (in the case of leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the Permittee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted Programs of the Department of Transportation- Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

3. That in the event of breach of any of the above nondiscrimination covenants, the City of Madera shall have the right to terminate the permit and to reenter and repossess said land and the facilities thereon, and hold the same as if said permit had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed including expiration of appeal rights.

4. Permittee shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided that the Permittee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.

5. Non-compliance with Provision 4 above shall constitute a material breach thereof and in the event of such non-compliance the City of Madera shall have the right to terminate this permit and the estate hereby created without liability therefore or at the election of the City of Madera or the United States either or both said Governments shall have the right to judicially enforce Provisions.

6. Permittee agrees that it shall insert the above five provisions in any permit by which said Permittee grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the premises herein permitted.

7. The Permittee assures that it will undertake an affirmative action program as required by 14 CFR Par 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Permittee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Permittee assures that it will require that its covered suborganizations provide assurances to the Permittee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR 152, Subpart E, to the same effort.

8. The City of Madera reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of the Permittee and without interference or hindrance.

9. The City of Madera reserves the right, but shall not be obligated to the Permittee to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport together with the right to direct and control all activities of the Permittee in this regard.

10. This permit shall be subordinate to the provisions and requirements of any existing or future agreement between the City of Madera and the United States, relative to the development, operation or maintenance of the airport.

11. There is hereby reserved to the City of Madera, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises herein permitted. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operation on the Madera Municipal Airport.

12. Permittee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the permitted premises, or in the event of any planned modification or alteration of

any present or future building or structure situated on the permitted premises.

13. The Permittee by accepting this expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object above the mean sea level elevation of 210 feet. In the event the aforesaid covenants are breached, the City reserves the right to enter upon the land permitted hereunder and to remove the offending structure or object, all of which shall be at the expense of the Permittee.

14. The Permittee by accepting this permit agrees for itself, its successors and assigns that it will not make use of the permitted premises in any manner which might interfere with the landing and taking off of aircraft from the Madera Municipal Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the City reserves the right to enter upon the premises hereby permitted and cause the abatement of such interference at the expense of the Permittee.

15. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958 (49 U.S.C. 1349a).

16. This permit and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of said airport or the exclusive or non-exclusive use of the airport by the United States during the time of war or national emergency.

17. The Permittee by accepting this expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object above the mean sea level elevation of 210 feet. In the event the aforesaid covenants are breached, the City reserves the right to enter upon the land permitted hereunder and to remove the offending structure or object, all of which shall be at the expense of the Permittee.

18. The Permittee by accepting this permit agrees for itself, its successors and assigns that it will not make use of the permitted premises in any manner which might interfere with the landing and taking off of aircraft from the Madera Municipal Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the City reserves the right to enter upon the premises hereby permitted and cause the abatement of such interference at the expense of the Permittee.

19. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958 (49 U.S.C. 1349a).

20. This permit and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of said airport or the exclusive or non-exclusive use of the airport by the United States during the time of war or national emergency.

EXHIBIT D
CITY OF MADERA RELEASE AND WAIVER OF LIABILITY,
ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

Date of Event:
Name of Event:
Event Contact Information
Event Coordinator's Name:
Event Coordinator's Address:
Event Coordinator's Phone Number:

The undersigned acknowledge voluntary participation in a Porsche Club of America sponsored event to be held on property owned by City of Madera. Such participation may include but not be limited to competing, driving a motor vehicle, spectating, officiating, observing, working, or participating in any way in the above event(s) or entering for any purpose any Restricted Area while attending said event (defined as any location or area within the Madera Municipal Airport used by or to access the Event), each of the undersigned, for himself or herself, his or her personal representatives, heirs, next-of-kin, or assigns:

1. Acknowledges, agrees, and represents that he or she has or will immediately upon entering any such Restricted Area, and will continuously thereafter, inspect the Restricted Area which he or she enters, and he or she further agrees and warrants that, if at any time, he or she is in or about the Restricted Area and he or she feels anything to be unsafe, he or she will immediately advise the officials of such and if necessary will leave the Restricted Area and refuse to participate further in the event(s).

2. Hereby releases, to the fullest extent permitted by law, waives, discharges and covenants not to sue, the City of Madera, the Porsche Club of America, the promoters; participant racing associations; sanctioning organizations, or any subdivision thereof; track operators; track owners; officials; competition vehicle owners; drivers; pit crews; rescue personnel; any persons in any Restricted Area; sponsors; advertisers; owners and lessees of premises used to conduct the Event(s); premises and event inspectors, surveyors, underwriters, consultants and others who give recommendations, directions or instructions or engage in risk evaluation or loss control activities regarding the premises or Event(s) and each of them, their councils, directors, officers, agents, employees, and volunteers all for the purposes herein referred to as "Releasees," from all liability to the undersigned, his or her personal representatives, assigns, heirs, and next-of-kin for all loss or damage, and any claim or demands therefor on account of injury to the person or property or resulting in death of the undersigned arising out of or related to the event(s) whether caused by the negligence of the Releasees or otherwise.

3. Hereby agrees to indemnify and save and hold harmless the Releasees and each of them from any loss, liability, damage, or cost they may incur arising out of or related to the undersigned's injury or death whether caused by the negligence of the releasees or otherwise,

hereby assumes full responsibility for any risk, known and unknown, of bodily injury, permanent disability, arising out of or related to the event(s), including medical or hospital bills, death, or property damage arising out of or related to the event(s) whether caused by the negligence of Releasees or otherwise.

4. Hereby acknowledges that the activities of the event(s) are very dangerous and involve the risk of serious injury and/or death and/or property damage. Such injury, death, or property damage may result from vehicle accidents caused by human error or machine error, or other causes unknown at this time, and may include broken bones, bruising, strains, sprains, disfigurement, loss of limb(s) or vital tissue or organs, burns, and abrasions. Each of the undersigned also expressly acknowledges that injuries received may be compounded or increased by negligent rescue operations or procedures of the Releasees.

5. Hereby agrees that this release and waiver of liability, assumption of risk, and indemnity agreement extends to all acts of negligence by the Releasees, including negligent rescue operations, and is intended to be as broad and inclusive as is permitted by the laws of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

6. Hereby acknowledges and confirms that if this release is being executed on behalf of a minor child, the individual signing on behalf of the minor child is the legal parent or guardian for the minor child and has all authority and legal standing to execute legal documents on minor child's behalf. The undersigned further acknowledges and confirms that minor children will at all times be directly supervised and monitored by the legal parent or guardian while participating, observing, spectating, driving, working or any other purpose while at the Event. Any additional releases, waivers, indemnity agreements or the like executed on behalf of the minor child that may be required by Porsche Club of America for Event will also provide the same coverage to City of Madera as Porsche Club of America.

I have read this Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement, understand its terms, understand that I have given up substantial rights by signing it, and have signed it freely and voluntarily without any inducement, assurance or guarantee being made to me and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

CAUTION
THIS IS A RELEASE OF LEGAL RIGHTS – READ & UNDERSTAND BEFORE SIGNING
ALL SECTIONS MUST BE COMPLETED

PRINT NAME HERE	SIGN NAME HERE	CAPACITY [driver, pit crew, spectator, etc.]	Signing for Minor?	Print Name and DOB of Minor, if applicable
1. _____	1. _____	1. _____	☐	1. _____
2. _____	2. _____	2. _____	☐	2. _____
3. _____	3. _____	3. _____	☐	3. _____
4. _____	4. _____	4. _____	☐	4. _____
5. _____	5. _____	5. _____	☐	5. _____
6. _____	6. _____	6. _____	☐	6. _____
7. _____	7. _____	7. _____	☐	7. _____
8. _____	8. _____	8. _____	☐	8. _____
9. _____	9. _____	9. _____	☐	9. _____
10. _____	10. _____	10. _____	☐	10. _____
11. _____	11. _____	11. _____	☐	11. _____
12. _____	12. _____	12. _____	☐	12. _____
13. _____	13. _____	13. _____	☐	13. _____
14. _____	14. _____	14. _____	☐	14. _____
15. _____	15. _____	15. _____	☐	15. _____
16. _____	16. _____	16. _____	☐	16. _____
17. _____	17. _____	17. _____	☐	17. _____
18. _____	18. _____	18. _____	☐	18. _____
19. _____	19. _____	19. _____	☐	19. _____
20. _____	20. _____	20. _____	☐	20. _____

Signature and Title of Witness

Address of Witness Date

Signature(s) witnessed

EXHIBIT E

Insurance Requirements for Porsche Club of America Special Event at the Madera Municipal Airport

Without limiting Permittee's indemnification of City, and prior to commencement of occupation of the site for special event purposes, Permittee shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Sub Permittees 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

Permittee shall maintain limits no less than:

\$2,000,000 General Liability (including operations, products and completed operations) per occurrence, \$5,000,000 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. All General Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be named as additional insureds under such policies and shall be at least as broad as CG 20 10. All General Liability policies shall also be endorsed to be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.

Maintenance of Coverage

Permittee 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 activities hereunder by Permittee, his agents, representatives, employees, sub-Permittees or subconsultants as specified in this Agreement.

Proof of Insurance

Permittee 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 activities. 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 Permittee, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Permittee 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 sub-Permittees.

Enforcement of Contract Provisions (non estoppel)

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

Notice of Cancellation

Permittee 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

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

Additional Insurance

Permittee 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 Activities.

EXHIBIT F
Incident Report

REPORTED BY: _____ DATE OF REPORT: _____

TITLE / ROLE: _____

INCIDENT INFORMATION

INCIDENT TYPE: _____ DATE OF INCIDENT: _____

LOCATION: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SPECIFIC AREA OF LOCATION (if applicable):

INCIDENT DESCRIPTION

NAME / ROLE / CONTACT OF PARTIES INVOLVED

1. _____

2. _____

3. _____

NAME / ROLE / CONTACT OF WITNESSES

1. _____

2. _____

3. _____

POLICE REPORT FILED? _____

PRECINCT: _____

REPORTING OFFICER: _____

PHONE: _____

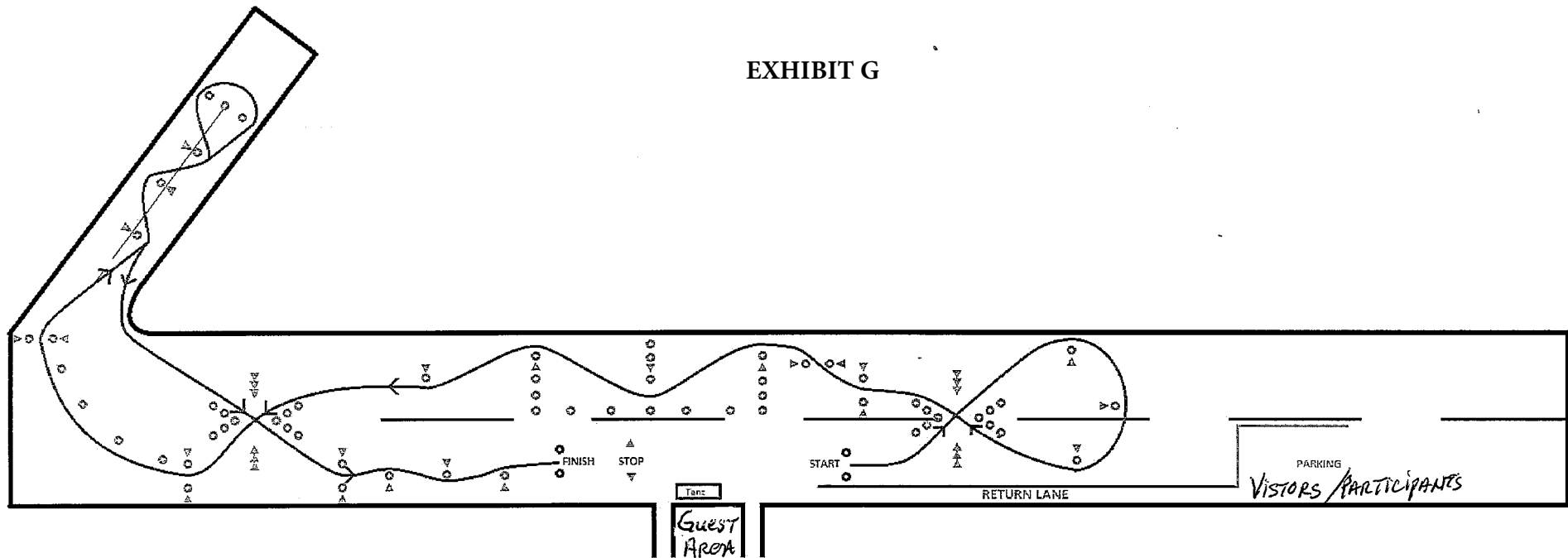
FOLLOW-UP ACTION

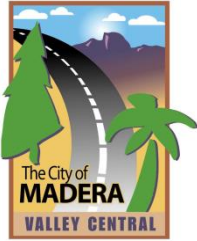
NAME OF PERSON WRITNG REPORT: _____

SIGNATURE: _____

DATE: _____

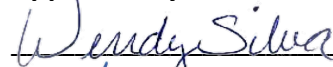
EXHIBIT G





REPORT TO CITY COUNCIL

Approved by:


Wendy Silva, Director of Human Resources

Arnoldo Rodriguez, City Manager

Council Meeting of: October 15, 2025

Agenda Number: B-5

SUBJECT:

Adoption of updated City of Madera Full Time Salary Schedules

RECOMMENDATION:

Adopt a resolution approving revised City of Madera Full Time Salary Schedules effective September 6, 2025

SUMMARY:

The City is required by Government Code Sections 36506 and 37206 and the California Code of Regulations, title 2, §570.5 to publicly adopt its pay schedule. While the City publicly adopts individual actions such as agreements with labor units or classification plan amendments, the City also publicly adopts a consolidated schedule for all full time positions that is posted to the City's website. The requested action is to adopt the City of Madera Full Time Salary Schedule effective September 6, 2025, reflecting a 3% Cost-of-Living Adjustment (COLA) for the position of City Clerk consistent with the recently adopted amendment to the City Clerk At-Will Employment Agreement.

DISCUSSION:

California Government Code §36506 and §37206 and California Code of Regulations, title 2, §570.5 require the City to publicly adopt its pay schedule. While the schedules are provided in individual Memorandums of Understanding (MOUs) or resolutions, the City typically adopts a consolidated schedule for all full time positions that is published on the City's website and provided to the California Public Employees' Retirement System (CalPERS) to ensure compliance with the above-noted code sections. As such, staff has prepared an update to the consolidated City of Madera Full Time Salary Schedule to include a 3% COLA for the City Clerk position that was provided in the 6th Amendment to the City Clerk At-Will Employment Agreement approved at the September 17, 2025, City Council meeting. This is the only change on the consolidated schedule since the last iteration.

FINANCIAL IMPACT:

The requested action is to adopt a consolidated public pay schedule; no new pay adjustments or increases are being requested besides those authorized by separate Council action.

ALTERNATIVES:

Council may direct staff to modify the City's full time or part time salary schedules.

ATTACHMENTS:

1. Resolution adopting City of Madera Full Time Salary Scheduled
 - a. Exhibit A: City of Madera Full Time Salary Schedule effective 9/6/2025

Resolution No. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA ADOPTING
THE CITY OF MADERA FULL TIME SALARY SCHEDULE EFFECTIVE
SEPTEMBER 6, 2025**

WHEREAS, the City Council has negotiated and approved a 6th Amendment to the City Clerk At-Will Employment Agreement that includes a 3% cost-of-living adjustment effective September 6, 2025; and

WHEREAS, the City has prepared consolidated Full Time Salary Schedules that capture these changes to comply with California Government Code §36506 and §37206 and California Code of Regulations, title 2, §570.5, to be published on its website.

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

1. The above recitals are true and correct.
2. Effective September 6, 2025, the City of Madera Full Time Salary Schedule attached as Exhibit A and incorporated herein is approved.
3. This resolution is effective immediately upon adoption.

* * * * *

Exhibit A

City of Madera Full Time Salary Schedule effective September 6, 2025

City of Madera Full Time Salary Schedule
Effective 9/6/2025

Job Title	B/U	Range	Bi-Weekly Pay Rate					
			A	B	C	D	E	F
City Clerk	EXE	419	\$3,019.12	\$3,170.57	\$3,328.71	\$3,495.20	\$3,670.05	\$3,853.80
City Manager	EXE	587	\$6,640.58	\$6,972.76	\$7,321.38	\$7,687.47	\$8,071.58	\$8,475.29
Accountant (Junior)	GBU	282	\$1,617.91	\$1,698.86	\$1,783.96	\$1,873.18	\$1,966.55	\$2,065.23
Accounting Technician I	GBU	263	\$1,471.96	\$1,545.23	\$1,622.64	\$1,703.59	\$1,788.68	\$1,878.50
Accounting Technician II	GBU	283	\$1,626.18	\$1,707.14	\$1,792.82	\$1,882.64	\$1,976.59	\$2,075.27
Accounting Technician III	GBU	300	\$1,769.77	\$1,858.41	\$1,951.18	\$2,048.68	\$2,151.50	\$2,259.05
Administrative Assistant	GBU	303	\$1,796.36	\$1,886.18	\$1,980.73	\$2,080.00	\$2,184.00	\$2,292.73
Animal Control Officer	GBU	290	\$1,684.09	\$1,768.00	\$1,856.64	\$1,949.41	\$2,046.91	\$2,149.14
Assistant Planner	GBU	352	\$2,293.91	\$2,408.55	\$2,529.09	\$2,655.55	\$2,788.50	\$2,927.96
Building Permit Technician	GBU	288	\$1,666.96	\$1,750.27	\$1,837.73	\$1,929.91	\$2,026.23	\$2,127.86
Code Enforcement Officer I	GBU	310	\$1,860.18	\$1,953.55	\$2,051.05	\$2,153.87	\$2,261.41	\$2,374.27
Code Enforcement Officer II	GBU	330	\$2,055.78	\$2,158.59	\$2,266.14	\$2,379.59	\$2,498.37	\$2,623.64
Code Enforcement Officer III	GBU	350	\$2,271.46	\$2,384.91	\$2,504.27	\$2,628.96	\$2,760.73	\$2,898.41
Combination Building Inspector	GBU	348	\$2,248.41	\$2,361.27	\$2,478.87	\$2,602.96	\$2,733.55	\$2,870.05
Computer Technician I	GBU	344	\$2,204.09	\$2,314.59	\$2,430.41	\$2,551.55	\$2,679.18	\$2,813.32
Computer Technician II	GBU	375	\$2,572.82	\$2,701.64	\$2,836.37	\$2,978.18	\$3,127.09	\$3,283.68
Construction Inspector I	GBU	322	\$1,975.41	\$2,074.09	\$2,177.50	\$2,286.23	\$2,400.86	\$2,520.82
Construction Inspector II	GBU	342	\$2,182.23	\$2,291.55	\$2,406.18	\$2,526.14	\$2,652.59	\$2,785.55
Deputy City Clerk	GBU	311	\$1,869.64	\$1,963.00	\$2,061.09	\$2,164.50	\$2,272.64	\$2,386.09
Electrician II	GBU	361	\$2,399.09	\$2,519.05	\$2,645.50	\$2,777.27	\$2,916.14	\$3,062.09
Electrician III	GBU	381	\$2,650.82	\$2,783.78	\$2,931.50	\$3,068.59	\$3,222.23	\$3,383.55
Engineering Technician I	GBU	302	\$1,787.50	\$1,877.32	\$1,970.68	\$2,069.37	\$2,172.77	\$2,281.50
Engineering Technician II	GBU	322	\$1,975.41	\$2,074.09	\$2,177.50	\$2,286.23	\$2,400.86	\$2,520.82
Engineering Technician III	GBU	350	\$2,271.46	\$2,384.91	\$2,504.27	\$2,628.96	\$2,760.73	\$2,898.41
Facilities Maintenance Technician	GBU	289	\$1,675.23	\$1,759.14	\$1,847.18	\$1,939.36	\$2,036.27	\$2,138.50
Grants Specialist	GBU	299	\$1,760.91	\$1,848.96	\$1,941.73	\$2,038.64	\$2,140.87	\$2,247.82
Industrial Electrical Technician	GBU	381	\$2,650.82	\$2,783.78	\$2,931.50	\$3,068.59	\$3,222.23	\$3,383.55
Lead Electrician	GBU	401	\$2,929.14	\$3,075.68	\$3,229.32	\$3,390.64	\$3,560.23	\$3,738.09
Maintenance Technician	GBU	308	\$1,841.87	\$1,934.05	\$2,030.96	\$2,132.59	\$2,238.96	\$2,350.64
Mechanic I	GBU	286	\$1,650.41	\$1,733.14	\$1,820.00	\$1,911.00	\$2,006.14	\$2,106.59
Mechanic II	GBU	301	\$1,778.64	\$1,867.86	\$1,961.23	\$2,059.32	\$2,162.14	\$2,270.27

City of Madera Full Time Salary Schedule
Effective 9/6/2025

Job Title	B/U	Range	Bi-Weekly Pay Rate					
			A	B	C	D	E	F
Mechanic III	GBU	321	\$1,965.36	\$2,063.46	\$2,166.86	\$2,275.00	\$2,389.05	\$2,508.41
Neighborhood Outreach Assistant	GBU	276	\$1,570.05	\$1,648.64	\$1,731.36	\$1,817.64	\$1,908.64	\$2,004.36
Neighborhood Outreach Coordinator	GBU	306	\$1,823.55	\$1,915.14	\$2,010.86	\$2,111.32	\$2,216.50	\$2,327.59
Office Assistant I	GBU	263	\$1,471.96	\$1,545.23	\$1,622.64	\$1,703.59	\$1,788.68	\$1,878.50
Office Assistant II	GBU	283	\$1,626.18	\$1,707.14	\$1,792.82	\$1,882.64	\$1,976.59	\$2,075.27
Parks Leadworker	GBU	323	\$1,984.87	\$2,084.14	\$2,188.73	\$2,298.05	\$2,412.68	\$2,533.23
Parks Worker I	GBU	263	\$1,471.96	\$1,545.23	\$1,622.64	\$1,703.59	\$1,788.68	\$1,878.50
Parks Worker II	GBU	283	\$1,626.18	\$1,707.14	\$1,792.82	\$1,882.64	\$1,976.59	\$2,075.27
Parks Worker III	GBU	303	\$1,796.36	\$1,886.18	\$1,980.73	\$2,080.00	\$2,184.00	\$2,292.73
Payroll Specialist	GBU	316	\$1,916.91	\$2,012.64	\$2,113.68	\$2,218.86	\$2,329.96	\$2,446.36
Plans Examiner	GBU	360	\$2,387.27	\$2,506.64	\$2,631.91	\$2,763.68	\$2,901.96	\$3,046.73
Public Works Equipment Operator	GBU	303	\$1,796.36	\$1,886.18	\$1,980.73	\$2,080.00	\$2,184.00	\$2,292.73
Public Works Maintenance Lead Worker	GBU	323	\$1,984.87	\$2,084.14	\$2,188.73	\$2,298.05	\$2,412.68	\$2,533.23
Public Works Maintenance Worker I	GBU	263	\$1,471.96	\$1,545.23	\$1,622.64	\$1,703.59	\$1,788.68	\$1,878.50
Public Works Maintenance Worker II	GBU	283	\$1,626.18	\$1,707.14	\$1,792.82	\$1,882.64	\$1,976.59	\$2,075.27
Purchasing Assistant	GBU	280	\$1,601.96	\$1,681.73	\$1,766.23	\$1,854.27	\$1,947.05	\$2,044.55
Recreation/Community Programs Coordinator	GBU	313	\$1,888.55	\$1,983.09	\$2,081.77	\$2,186.36	\$2,295.68	\$2,410.32
Solid Waste/Recycling Assistant	GBU	283	\$1,626.18	\$1,707.14	\$1,792.82	\$1,882.64	\$1,976.59	\$2,075.27
Solid Waste/Recycling Coordinator	GBU	313	\$1,888.55	\$1,983.09	\$2,081.77	\$2,186.36	\$2,295.68	\$2,410.32
Water Conservation Customer Service Representative	GBU	263	\$1,471.96	\$1,545.23	\$1,622.64	\$1,703.59	\$1,788.68	\$1,878.50
Water Conservation Specialist	GBU	283	\$1,626.18	\$1,707.14	\$1,792.82	\$1,882.64	\$1,976.59	\$2,075.27
Water Quality Specialist I	GBU	320	\$1,955.32	\$2,053.41	\$2,156.23	\$2,263.77	\$2,377.23	\$2,496.00
Water Quality Specialist II	GBU	340	\$2,160.96	\$2,268.50	\$2,381.96	\$2,501.32	\$2,626.59	\$2,757.77
Water Quality Specialist In Training	GBU	293	\$1,708.91	\$1,794.59	\$1,884.41	\$1,978.36	\$2,077.64	\$2,181.64
Water System Lead Worker	GBU	365	\$2,447.55	\$2,569.87	\$2,698.68	\$2,833.41	\$2,975.23	\$3,124.14
Water System Technician	GBU	350	\$2,271.46	\$2,384.91	\$2,504.27	\$2,628.96	\$2,760.73	\$2,898.41
Water System Worker I	GBU	293	\$1,708.91	\$1,794.59	\$1,884.41	\$1,978.36	\$2,077.64	\$2,181.64
Water System Worker II	GBU	320	\$1,955.32	\$2,053.41	\$2,156.23	\$2,263.77	\$2,377.23	\$2,496.00
Water System Worker III	GBU	340	\$2,160.96	\$2,268.50	\$2,381.96	\$2,501.32	\$2,626.59	\$2,757.77
WW Lab Analyst/Environmental Compliance Inspector I	GBU	345	\$2,215.32	\$2,325.82	\$2,442.23	\$2,564.55	\$2,692.77	\$2,827.50
WW Lab Analyst/Environmental Compliance Inspector II	GBU	365	\$2,447.55	\$2,569.87	\$2,698.68	\$2,833.41	\$2,975.23	\$3,124.14

City of Madera Full Time Salary Schedule
Effective 9/6/2025

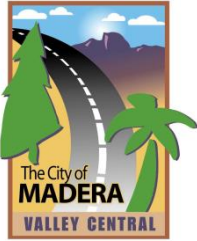
Job Title	B/U	Range	Bi-Weekly Pay Rate					
			A	B	C	D	E	F
WWTP Lead Operator	GBU	383	\$2,677.41	\$2,811.55	\$2,952.18	\$3,099.32	\$3,254.73	\$3,417.23
WWTP Mechanic	GBU	375	\$2,572.82	\$2,701.64	\$2,836.37	\$2,978.18	\$3,127.09	\$3,283.68
WWTP Operator I	GBU	322	\$1,975.41	\$2,074.09	\$2,177.50	\$2,286.23	\$2,400.86	\$2,520.82
WWTP Operator II	GBU	344	\$2,204.09	\$2,314.59	\$2,430.41	\$2,551.55	\$2,679.18	\$2,813.32
WWTP Operator III	GBU	364	\$2,435.73	\$2,557.46	\$2,685.09	\$2,819.23	\$2,960.46	\$3,108.18
WWTP Operator In Training	GBU	301	\$1,778.64	\$1,867.86	\$1,961.23	\$2,059.32	\$2,162.14	\$2,270.27
Executive Secretary to the Chief of Police	LEMM	330	\$2,055.78	\$2,158.59	\$2,266.14	\$2,379.59	\$2,498.37	\$2,623.64
Police Auxiliary Services Supervisor	LEMM	350	\$2,271.46	\$2,384.91	\$2,504.27	\$2,628.96	\$2,760.73	\$2,898.41
Police Commander	LEMM	504	\$4,895.68	\$5,140.91	\$5,397.96	\$5,667.41	\$5,951.05	\$6,248.28
Police Lieutenant	LEMM	487	\$4,498.00	\$4,722.55	\$4,958.91	\$5,207.09	\$5,467.09	\$5,740.69
Police Office Supervisor	LEMM	350	\$2,271.46	\$2,384.91	\$2,504.27	\$2,628.96	\$2,760.73	\$2,898.41
Chief Building Official	M	464	\$3,931.87	\$4,128.26	\$4,334.49	\$4,551.74	\$4,778.84	\$5,018.10
City Engineer	M	525	\$5,329.77	\$5,596.26	\$5,876.07	\$6,169.79	\$6,478.57	\$6,802.41
Communications Manager	M	456	\$3,777.77	\$3,966.62	\$4,165.33	\$4,373.31	\$4,592.29	\$4,821.71
Director of Community Development	M	535	\$5,602.63	\$5,882.45	\$6,176.74	\$6,485.52	\$6,809.94	\$7,150.58
Director of Financial Services	M	525	\$5,329.77	\$5,596.26	\$5,876.07	\$6,169.79	\$6,478.57	\$6,802.41
Director of Human Resources	M	513	\$5,020.41	\$5,271.26	\$5,534.85	\$5,811.77	\$6,102.01	\$6,407.31
Director of Information Technology	M	500	\$4,705.26	\$4,940.47	\$5,187.26	\$5,446.79	\$5,719.08	\$6,005.26
Director of Parks & Community Services	M	509	\$4,921.35	\$5,166.98	\$5,425.36	\$5,696.48	\$5,981.51	\$6,280.44
Planning Manager	M	500	\$4,705.26	\$4,940.47	\$5,187.26	\$5,446.79	\$5,719.08	\$6,005.26
Police Chief	M	554	\$6,159.36	\$6,467.56	\$6,790.82	\$7,130.31	\$7,486.59	\$7,860.83
Public Works Operations Director	M	508	\$4,896.44	\$5,141.49	\$5,398.71	\$5,668.68	\$5,951.96	\$6,249.16
Accountant I	MM	322	\$1,975.41	\$2,074.09	\$2,177.50	\$2,286.23	\$2,400.86	\$2,520.82
Accountant II	MM	362	\$2,411.50	\$2,532.05	\$2,658.50	\$2,791.46	\$2,930.91	\$3,077.46
Administrative Analyst I	MM	358	\$2,363.64	\$2,481.82	\$2,605.91	\$2,736.50	\$2,873.00	\$3,016.59
Administrative Analyst II	MM	386	\$2,718.18	\$2,854.09	\$2,996.50	\$3,146.59	\$3,303.77	\$3,468.64
Assistant Engineer	MM	392	\$2,800.32	\$2,940.37	\$3,087.50	\$3,241.73	\$3,404.23	\$3,574.41
Associate Civil Engineer	MM	445	\$3,647.68	\$3,830.28	\$4,021.73	\$4,222.64	\$4,434.18	\$4,655.78
Associate Planner	MM	368	\$2,484.77	\$2,608.86	\$2,739.46	\$2,875.96	\$3,020.14	\$3,170.82
Code Enforcement Supervisor	MM	380	\$2,637.82	\$2,769.59	\$2,907.87	\$3,053.82	\$3,206.28	\$3,366.41
Communications Specialist	MM	358	\$2,363.64	\$2,481.82	\$2,605.91	\$2,736.50	\$2,873.00	\$3,016.59

City of Madera Full Time Salary Schedule
Effective 9/6/2025

Job Title	B/U	Range	Bi-Weekly Pay Rate					
			A	B	C	D	E	F
Construction Inspection Supervisor	MM	400	\$2,914.37	\$3,060.32	\$3,213.37	\$3,374.09	\$3,542.50	\$3,719.77
Deputy City Engineer	MM	495	\$4,681.19	\$4,915.18	\$5,161.00	\$5,418.64	\$5,689.87	\$5,974.09
Electrical and Facilities Operations Manager	MM	421	\$3,236.41	\$3,398.32	\$3,567.91	\$3,746.37	\$3,933.68	\$4,130.46
Engineering Project Manager	MM	419	\$3,203.91	\$3,364.64	\$3,532.46	\$3,709.14	\$3,894.68	\$4,089.68
Executive Secretary	MM	330	\$2,055.78	\$2,158.59	\$2,266.14	\$2,379.59	\$2,498.37	\$2,623.64
Executive Secretary to City Administrator	MM	330	\$2,055.78	\$2,158.59	\$2,266.14	\$2,379.59	\$2,498.37	\$2,623.64
Financial Services Manager	MM	446	\$3,666.00	\$3,849.18	\$4,041.82	\$4,243.91	\$4,456.05	\$4,678.82
Fleet Operations Manager	MM	404	\$2,973.46	\$3,121.78	\$3,277.77	\$3,442.05	\$3,614.00	\$3,794.82
Grant Administrator	MM	446	\$3,666.00	\$3,849.18	\$4,041.82	\$4,243.91	\$4,456.05	\$4,678.82
Grant Analyst	MM	358	\$2,363.64	\$2,481.82	\$2,605.91	\$2,736.50	\$2,873.00	\$3,016.59
Human Resources Technician	MM	290	\$1,684.09	\$1,768.00	\$1,856.64	\$1,949.41	\$2,046.91	\$2,149.14
Human Resources Technician II	MM	310	\$1,860.18	\$1,953.55	\$2,051.05	\$2,153.87	\$2,261.41	\$2,374.27
Network Administrator	MM	389	\$2,758.96	\$2,896.64	\$3,041.41	\$3,193.87	\$3,353.41	\$3,521.23
Park Project Manager	MM	426	\$3,317.96	\$3,484.00	\$3,658.32	\$3,840.91	\$4,032.96	\$4,234.46
Parks Manager	MM	385	\$2,704.59	\$2,839.32	\$2,981.73	\$3,130.64	\$3,287.23	\$3,451.50
Parks Supervisor	MM	350	\$2,271.46	\$2,384.91	\$2,504.27	\$2,628.96	\$2,760.73	\$2,898.41
Procurement Services Manager	MM	358	\$2,363.64	\$2,481.82	\$2,605.91	\$2,736.50	\$2,873.00	\$3,016.59
Program Manager-Grants	MM	366	\$2,459.96	\$2,582.87	\$2,712.27	\$2,847.59	\$2,990.00	\$3,139.50
Recreation/Community Programs Manager	MM	390	\$2,772.55	\$2,911.41	\$3,056.77	\$3,209.82	\$3,369.96	\$3,538.96
Recreation/Community Programs Supervisor	MM	353	\$2,305.73	\$2,420.96	\$2,541.50	\$2,668.55	\$2,802.09	\$2,942.14
Redevelopment Agency Secretary	MM	342	\$2,182.23	\$2,291.55	\$2,406.18	\$2,526.14	\$2,652.59	\$2,785.55
Redevelopment Manager	MM	427	\$3,334.50	\$3,501.14	\$3,676.64	\$3,860.41	\$4,053.05	\$4,255.73
Safety Officer	MM	358	\$2,363.64	\$2,481.82	\$2,605.91	\$2,736.50	\$2,873.00	\$3,016.59
Senior Civil Engineer	MM	475	\$4,236.82	\$4,448.37	\$4,670.55	\$4,904.55	\$5,149.78	\$5,406.82
Senior Planner	MM	429	\$3,368.18	\$3,536.59	\$3,713.28	\$3,898.82	\$4,093.82	\$4,298.28
Solid Waste Manager	MM	353	\$2,305.73	\$2,420.96	\$2,541.50	\$2,668.55	\$2,802.09	\$2,942.14
Streets & Storm Drainage Ops. Manager	MM	385	\$2,704.59	\$2,839.32	\$2,981.73	\$3,130.64	\$3,287.23	\$3,451.50
Streets & Storm Drainage Supervisor	MM	350	\$2,271.46	\$2,384.91	\$2,504.27	\$2,628.96	\$2,760.73	\$2,898.41
Tyler Munis Implementation Project Manager	MM	408	\$3,033.14	\$3,185.00	\$3,343.96	\$3,511.18	\$3,686.68	\$3,871.05
Utility Billing Supervisor	MM	334	\$2,097.14	\$2,201.73	\$2,312.23	\$2,427.46	\$2,549.18	\$2,676.23
Waste Water Treatment Plant Manager	MM	459	\$3,911.82	\$4,107.41	\$4,312.46	\$4,528.14	\$4,754.46	\$4,992.59

City of Madera Full Time Salary Schedule
Effective 9/6/2025

Job Title	B/U	Range	Bi-Weekly Pay Rate					
			A	B	C	D	E	F
Wastewater Collection System Supervisor	MM	346	\$2,226.55	\$2,337.64	\$2,454.64	\$2,577.55	\$2,706.36	\$2,841.68
Water & Sewer Operations Manager	MM	423	\$3,268.91	\$3,432.00	\$3,603.96	\$3,784.18	\$3,973.28	\$4,171.82
Water Meter & Conservation Supervisor	MM	340	\$2,160.96	\$2,268.50	\$2,381.96	\$2,501.32	\$2,626.59	\$2,757.77
Water System Supervisor	MM	385	\$2,704.59	\$2,839.32	\$2,981.73	\$3,130.64	\$3,287.23	\$3,451.50
Crime Analysis Technician	MPOA	306	\$1,823.55	\$1,915.14	\$2,010.86	\$2,111.32	\$2,216.50	\$2,327.59
Police Corporal	MPOA	383	\$2,677.41	\$2,811.55	\$2,952.18	\$3,099.32	\$3,254.73	\$3,417.23
Police Officer I	MPOA	363	\$2,423.32	\$2,544.46	\$2,671.50	\$2,805.05	\$2,945.68	\$3,092.82
Police Officer II	MPOA	373	\$2,547.41	\$2,674.46	\$2,808.59	\$2,948.64	\$3,096.37	\$3,251.18
Police Officer Trainee	MPOA	333	\$2,086.50	\$2,191.09	\$2,300.41	\$2,415.64	\$2,536.18	\$2,663.23
Police Sergeant	MPOA	426	\$3,317.96	\$3,484.00	\$3,658.32	\$3,840.91	\$4,032.96	\$4,234.46
Property & Evidence Officer	MPOA	296	\$1,734.91	\$1,821.77	\$1,912.77	\$2,008.50	\$2,108.96	\$2,214.14
Public Safety Dispatcher	MPOA	294	\$1,717.77	\$1,803.46	\$1,893.86	\$1,988.41	\$2,087.68	\$2,192.27
Records Clerk	MPOA	270	\$1,523.96	\$1,600.18	\$1,679.95	\$1,764.46	\$1,852.50	\$1,945.27



REPORT TO CITY COUNCIL

Approved by:

Giachino Chiaramonte
Giachino Chiaramonte, Chief of Police
Arnoldo Rodriguez
Arnoldo Rodriguez, City Manager

Council Meeting of: October 15, 2025

Agenda Number: B-6

SUBJECT:

Retirement, Surplus, and Sale of Police Canines

RECOMMENDATION:

Adopt a Resolution authorizing the retirement of one apprehension canine and the surplus of one drug-detection canine, with both animals to be sold back to their respective handlers for the amounts of \$1 and \$1,000, respectively

SUMMARY:

City staff is requesting authorization to:

- Retire an apprehension canine that has honorably served the City for more than five years, which is the typical working lifespan for this type of service animal.
- Surplus a drug-detection canine that has served the City for two years.

In both cases, the canines' current handlers are separating from employment with the City and have expressed a strong desire to assume ownership and continue caring for their partners following separation from service. The sale of the canines back to their handlers not only ensures the animals transition into familiar, caring homes but also reflects the MPD's commitment to the well-being of its service dogs after their tenure with the City.

DISCUSSION:

Apprehension Canine

Canine (K9) Goose, a 7-year-old Belgian Malinois, was imported from Belgium and paired with Officer Smith at just one and a half years of age. After completing his training, he became a certified dual-purpose police canine, skilled in narcotics detection, evidence recovery, and suspect apprehension. Over the past five and a half years, K9 Goose has been an invaluable member of the MPD, assisting in the apprehension of violent criminals and contributing to

numerous narcotics-related convictions. His dedicated service has greatly enhanced public safety and demonstrated the vital role of police canines in law enforcement.

K9 Goose has fulfilled his duties and contributed significantly to the MPD's operations during his five years of service. As his handler is separating from the City and Goose has reached the conclusion of his working life, it is in the City's best interest to formally retire him and allow his handler to assume ownership. Additionally, transferring ownership to his current handler absolves the City of any future liability or ongoing costs associated with his care. Consistent with past practice, and in recognition of K9 Goose's service, staff recommend that the animal be retired and sold back to his handler, who is separating from the City, for the nominal price of \$1. This ensures the dog retires into a familiar and caring home while also honoring his dedicated service to the community.

Detection Canine

Canine (K9) Ulf, a 5-year-old Labrador from Germany, was paired with Officer Romias after arriving in the United States and began his training at two years old. He graduated as a single-purpose narcotics detection canine. Unlike K9 Goose, K9 Ulf has not yet reached the expected working lifespan of a police service dog and therefore does not qualify for retirement, as he retains value. While K9 Ulf remains capable of continued work, he has not fully met the performance expectations of the MPD. As K9 Ulf's handler is separating from the City, staff find it in the City's best interest for the handler to assume ownership, thereby relieving the City of ongoing costs, liability, and risk associated with retaining him. The MPD is requesting authorization to surplus K9 Ulf to his handler, who is separating from the City, for \$1,000.

An alternative option would be to reassign K9 Ulf to another officer, allowing the City to maintain two working canines within the program. However, while K9 Ulf met the initial standards to become a drug detection dog, his potential has not been fully realized within the MPD. Additional investment in training would be necessary to bring him up to the MPD standards. Reassignment would also require sending a new officer to an extensive canine handler training program, which is not feasible under current staffing levels.

Furthermore, the MPD requires that all canine handlers meet certain off-duty housing standards, including adequate outdoor space for the canine that is fenced off from public access. At present, interested officers do not meet these requirements, as several reside in apartment complexes. Reassigning K9 Ulf would therefore require significant financial investment in both handler training and canine development, and personal financial investment from the interested handler, with uncertain results.

Retaining K9 Ulf also would not address the long-term needs of the canine program. The MPD is in the process of retiring its only apprehension dog, which leaves a critical gap in service capability. Regardless of whether K9 Ulf is retained, this gap would remain. Looking forward, the MPD's goal, once staffing allows, is to acquire an apprehension-trained canine to complement the program. This approach would result in a balanced team consisting of one drug detection dog

and one dual trained dog certified in apprehension and drug detection, which would provide greater overall benefit to the City than retaining K9 Ulf.

Additional alternative options for disposition include selling K9 Ulf through an adoption agency, which would generate approximately \$350 in revenue, or returning him to the City's canine vendor for resale. While the vendor option could yield up to \$1,500, it would also incur a \$75-per-day boarding fee, quickly reducing the net return. Additionally, there is some risk with this option, as most agencies prefer to purchase directly from the vendor to start fresh with a new dog-and-handler pairing, rather than adopt a canine with prior training and placement.

Considering these factors, staff recommend selling K9 Ulf to his current handler for \$1,000. This option ensures the canine remains in a safe and familiar environment while also providing the City with a fair and reasonable return compared to the limited alternatives available.

Sale and Transfer of Liability

Staff have prepared two agreements to formalize the sale and transfer of each canine. These agreements mitigate liability for the City and place full responsibility onto the respective handlers. The transfer documents also ensure that the handlers assume all future costs of care, training, and medical needs for the canines.

FINANCIAL IMPACT:

Given that K9 Ulf is not yet at the end of his working life, staff recommend his sale to his handler for \$1,000. This approach allows the City to recoup a portion of its initial investment while recognizing there is remaining monetary value of K9 Ulf. Although the sale price does not fully offset the original purchase and training expenses, it provides the most practical and cost-effective solution given the limited alternatives available.

For K9 Goose, the recommended sale price of \$1 is consistent with common practice for retiring police canines. This nominal fee recognizes his years of service and provides an appropriate transition into his handler's care.

In addition to the direct sale proceeds, the City will also realize ongoing savings associated with both retirements. These include the elimination of veterinary and medical costs, the expense of food and supplies, decreases insurance premiums for the insured working animals, and the monthly canine assignment incentive paid to the officers. Together, these savings will reduce future expenditures for the City while ensuring the canines are responsibly placed.

ALTERNATIVES:

The City Council (Council) may choose not to authorize the sale of either canine. Alternatively, Council may direct staff to pursue other methods of disposition, such as working with an adoption agency or coordinating resale through the MPD's canine vendor. Council may also elect to retain one or both canines for continued service with the City.

ATTACHMENTS:

1. Resolution
 - a. Exhibit A – Agreement for sale of K9 Goose
 - b. Exhibit B – Agreement for sale of K9 Ulf

RESOLUTION NO. 25-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, AUTHORIZING THE RETIREMENT AND SALE OF POLICE
CANINE GOOSE AND THE SURPLUS AND SALE OF POLICE CANINE ULF**

WHEREAS, the Madera Police Department (MPD) maintains a Canine Program to support public safety and law enforcement operations within the City; and

WHEREAS, Canine (K9) Goose, a Belgian Malinois, has served the MPD for five and a half years as a dual-purpose apprehension canine, reaching the typical working lifespan for service in this role; and

WHEREAS, the MPD recommends the retirement of K9 Goose in recognition of his years of honorable service, and the sale of K9 Goose to his handler for the nominal amount of one dollar (\$1.00); and

WHEREAS, Canine (K9) Ulf, a Labrador, has served the MPD for two years as a narcotics-detection canine, and while he retains value, the City has determined that he should be declared surplus property; and

WHEREAS, although alternative methods of sale are available, including placement through an adoption agency or resale through the MPD's canine vendor, the City authorizes the sale of K9 Ulf to his handler for the amount of one thousand dollars (\$1,000.00), which provides a reasonable return to the City while ensuring the canine's continued care in a stable environment; and

WHEREAS, the sale and transfer agreements for both canines will assign full responsibility and liability to the handlers, thereby releasing the City from any future obligation for care, costs, or liability related to the animals.

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

1. The City Council hereby authorizes the retirement of K9 Goose and approves the sale of K9 Goose to his handler for the amount of one dollar (\$1.00), in accordance with the sales agreement, attached as Exhibit A and incorporated herein.
2. The City Council hereby declares K9 Ulf as surplus property and approves the sale of K9 Ulf to his handler for the amount of one thousand dollars (\$1,000.00), in accordance with the sales agreement, attached as Exhibit B and incorporated herein.

3. The City Council hereby authorizes Michael Lima, the City's Purchasing Agent, as defined in Administrative Policy 18, Purchasing Policy Procedure, to execute sale agreements, attached as Exhibit A and B.
4. This resolution is effective immediately upon adoption.

EXHIBIT A

CITY OF MADERA SALES AGREEMENT AND RELEASE OF LIABILITY

Agreement and Release of Liability for the Purchase of a Retired Madera Police Department Canine “Goose” Between the City of Madera and Jeremy Smith

This Agreement is made and entered into this ____ day of _____, 2025 (Effective Date), by and between the City of Madera, a municipal corporation (hereinafter “City”), by and through the City’s Purchasing Agent, and Jeremy Smith (hereinafter “Buyer”), collectively referred to herein as “Parties.”

WHEREAS, pursuant to Madera Municipal Code section 3-1.01(C), the City, through the City’s Purchasing Agent, may sell certain surplus property belonging to the City that is no longer required for public use; and

WHEREAS, on October 15, 2025, the City retired the Madera Police Department service Canine assigned to the Buyer; and

WHEREAS, pursuant to Administrative Policy 18, Purchasing Policy Procedure, the City, through the City’s Purchasing Agent, the City wishes to sell to Buyer, and Buyer wishes to purchase from the City, the Madera Police Department service Canine, Patrol K9, described in Section 1 of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein, the Parties agree as follows:

1. Description of the Service Dog. Buyer hereby agrees to purchase the City owned service dog known as “Gustavo, otherwise known as “Goose,” a 7-year-old Belgian Malinois, previously used and retired by the Madera Police Department K9 Unit (hereinafter “Canine”).

2. Transfer of All Rights and Interest in the Canine. City hereby agrees to sell, convey, and transfer all of its rights, title, and interest in the Canine to Buyer, and Buyer agrees to purchase the Canine from the City.

3. Canine Sold “AS IS”. The Canine is sold on an “AS IS” basis, without warranty or recourse of any kind. City makes no warranties, either express or implied, as to Canine’s health or condition, and Buyer has not relied on any promise, representation, or statement by City other than those contained within this Agreement. Any future costs associated with the Canine shall be the sole responsibility and obligation of the Buyer.

4. Purchase Price. Buyer shall pay the City the sum of One Dollar (\$1.00) for the purchase of the Canine (“Purchase Price”). Payment of the Purchase Price shall be made immediately upon Buyer’s execution of this Agreement. Payment may be made by delivery or mailing payment to the attention of Michael Lima, Purchasing Agent, City of Madera, 205 West 4th Street, Madera, CA 93637.

5. Release. Buyer hereby forever releases, acquits, and discharges City and each and every agent, assign, employee, officer, elected or appointed official, vendor, insurer and independent contractor of City (hereinafter "Releasees") from any and all liability whether in contract, tort, strict liability or otherwise, that Buyer now has or which it may hereafter accrue against the Releasees including without limitation, claims or liabilities for or in any manner arising out of or connected with any purported losses or purported damages related to the ownership and/or use of the Canine.

6. Waiver. Buyer hereby waives all claims of every kind and nature, past, present and future, known or unknown, suspected or unsuspected, and all actions (legal, equitable, strict liability or declaratory in nature), proceedings (whether in courts or administrative bodies), alternative dispute resolutions procedures (arbitration, mediation or otherwise) demands, claims and causes of action and other means of recovery, for injuries to person (including without limitation death, disability, dismemberment and emotional distress), or damages (to person, property or business) and including without limitation all forms of monetary recovery, (including recovery for general, special, compensatory or punitive damages, loss of earnings, loss of property or other destruction, loss of earning capacity, loss of profits or other damages of any nature), arising from the actions of or in any way related to Canine from the Effective Date. Buyer expressly acknowledges that he or she is familiar with Section 1542 of the California Civil Code which provides:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

Officer expressly waives and relinquishes any right and benefit which it may have under section 1542 of the California Civil Code, or any state or federal statute or common law principle to similar effect, to the full extent that such rights and benefits may be lawfully waived pertaining to the subject matter of the waiver and release set forth in this Agreement. Officer understands and acknowledges the significance and consequences of this specific waiver of Section 1542 of the California Civil Code.

7. Indemnify, Defend and Hold Harmless. Buyer shall defend, indemnify and hold harmless each Releasee, from and against any actions (legal, equitable, strict liability or declaratory in nature), proceedings (courts or administrative bodies), alternative dispute resolution procedures (arbitration, mediation or otherwise) demands, claims and causes of action of any nature, costs and expenses, losses, attorneys fees, judgments, orders, decrees, liens and other encumbrances, liabilities, injuries to person (including without limitation death, dismemberment, disability, and emotional distress), or damages (to person, property or business) and including without limitation all forms of monetary recovery, (general, special, compensatory or punitive damages, loss of earnings, loss of property or other destruction, loss of earning capacity, loss of

profits, personal injuries, death or other damages of any nature), arising from the actions of or in any way related to the Canine or this Agreement as of the Effective Date.

8. Compliance with Applicable Laws. Buyer shall comply with all federal, state and local laws, rules, regulations, and ordinances that are now, or may in the future, become applicable to the Canine. Buyer understands and acknowledges that the Canine has been retired as a police service dog.

9. Binding Effect. This Agreement may not be assigned by either Party except with the express written consent of the other party. All unpermitted assignments are void and invalid. This Agreement is binding upon the permitted heirs, successors, and assigns of the Parties.

10. Entire Agreement. This Agreement represents the entire Agreement between the City and Buyer with respect to the Canine, and supersedes and cancels all previous oral agreements, arrangements, negotiations, agreements, and understandings between the City and Buyer. There are no representations or express or implied warranties between the City and Buyer other than those contained in this Agreement.

11. Amendments. This Agreement cannot be changed or supplemented orally, but may only be modified or superseded by written instrument by both Parties.

12. Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

14. Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

[Signatures on the Following Page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF MADERA, a municipal corporation

Michael Lima, Purchasing Agent

ATTEST:

Alicia Gonzales, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Shannon L. Chaffin, City Attorney

BUYER:

By:_____
Jeremy Smith

EXHIBIT B

CITY OF MADERA SALES AGREEMENT AND RELEASE OF LIABILITY

Agreement and Release of Liability for the Purchase of a Madera Police Department Canine “Ulf” Between the City of Madera and Jerron Romias

This Agreement is made and entered into this ____ day of _____, 2025 (“Effective Date”), by and between the City of Madera, a municipal corporation (hereinafter “City”), by and through the City’s Purchasing Agent, and Jerron Romias (hereinafter “Buyer”), collectively referred to herein as “Parties.”

WHEREAS, pursuant to Administrative Policy 18, Purchasing Policy Procedure, the City, through the City’s Purchasing Agent, may sell certain surplus property belonging to the City that is no longer required for public use; and

WHEREAS, on October 15, 2025, the City determined that the Canine, as defined in Section 1, does not meet the operational needs of the Madera Police Department and it is in the public interest to sell Canine to Buyer for a price equivalent to fair market value; and

WHEREAS, pursuant to Administrative Policy 18, Purchasing Policy Procedure, the City, through the City’s Purchasing Agent, wishes to sell to Buyer, and Buyer wishes to purchase from the City, the Madera Police Department service Canine, Patrol K9, described in Section 1 of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein, the Parties agree as follows:

1. Description of the Service Dog. Buyer hereby agrees to purchase the City owned service dog known as “Ulf,” a 5-year-old Labrador, previously used by the Madera Police Department K9 Unit (hereinafter “Canine”).

2. Transfer of All Rights and Interest in the Canine. City hereby agrees to sell, convey, and transfer all of its rights, title, and interest in the Canine to Buyer, and Buyer agrees to purchase the Canine from the City.

3. Canine Sold “AS IS”. The Canine is sold on an “AS IS” basis, without warranty or recourse of any kind. City makes no warranties, either express or implied, as to Canine’s health or condition, and Buyer has not relied on any promise, representation, or statement by City other than those contained within this Agreement. Any future costs associated with the Canine shall be the sole responsibility and obligation of the Buyer.

4. Purchase Price. Buyer shall pay the City the sum of One Thousand Dollars (\$1,000.00) for the purchase of the Canine (“Purchase Price”). Payment of the Purchase Price shall be made immediately upon Buyer’s execution of this Agreement. Payment may be made by

delivery or mailing payment to the attention of Michael Lima, Purchasing Agent, City of Madera, 205 West 4th Street, Madera, CA 93637.

5. Release. Buyer hereby forever releases, acquits, and discharges City and each and every agent, assign, employee, officer, elected or appointed official, vendor, insurer and independent contractor of City (hereinafter "Releasees") from any and all liability whether in contract, tort, strict liability or otherwise, that Buyer now has or which it may hereafter accrue against the Releasees including without limitation, claims or liabilities for or in any manner arising out of or connected with any purported losses or purported damages related to the ownership and/or use of the Canine.

6. Waiver. Officer hereby waives all claims of every kind and nature, past, present and future, known or unknown, suspected or unsuspected, and all actions (legal, equitable, strict liability or declaratory in nature), proceedings (whether in courts or administrative bodies), alternative dispute resolutions procedures (arbitration, mediation or otherwise) demands, claims and causes of action and other means of recovery, for injuries to person (including without limitation death, disability, dismemberment and emotional distress), or damages (to person, property or business) and including without limitation all forms of monetary recovery, (including recovery for general, special, compensatory or punitive damages, loss of earnings, loss of property or other destruction, loss of earning capacity, loss of profits or other damages of any nature), arising from the actions of or in any way related to Canine from the Effective Date. Buyer expressly acknowledges that he or she is familiar with Section 1542 of the California Civil Code which provides:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY. "

Buyer expressly waives and relinquishes any right and benefit which it may have under section 1542 of the California Civil Code, or any state or federal statute or common law principle to similar effect, to the full extent that such rights and benefits may be lawfully waived pertaining to the subject matter of the waiver and release set forth in this Agreement. Buyer understands and acknowledges the significance and consequences of this specific waiver of Section 1542 of the California Civil Code.

7. Indemnify, Defend and Hold Harmless. Buyer shall defend, indemnify and hold harmless each Releasee, from and against any actions (legal, equitable, strict liability or declaratory in nature), proceedings (courts or administrative bodies), alternative dispute resolution procedures (arbitration, mediation or otherwise) demands, claims and causes of action of any nature, costs and expenses, losses, attorneys fees, judgments, orders, decrees, liens and other encumbrances, liabilities, injuries to person (including without limitation death, dismemberment, disability, and emotional distress), or damages (to person, property or business) and including

without limitation all forms of monetary recovery, (general, special, compensatory or punitive damages, loss of earnings, loss of property or other destruction, loss of earning capacity, loss of profits, personal injuries, death or other damages of any nature), arising from the actions of or in any way related to the Canine or this Agreement as of the Effective Date.

8. Compliance with Applicable Laws. Buyer shall comply with all federal, state and local laws, rules, regulations, and ordinances that are now, or may in the future, become applicable to the Canine. Buyer understands and acknowledges that the Canine has been trained and used as a police service dog.

9. Binding Effect. This Agreement may not be assigned by either Party except with the express written consent of the other party. All unpermitted assignments are void and invalid. This Agreement is binding upon the permitted heirs, successors, and assigns of the Parties.

10. Entire Agreement. This Agreement represents the entire Agreement between the City and Buyer with respect to the Canine, and supersedes and cancels all previous oral agreements, arrangements, negotiations, agreements, and understandings between the City and Buyer. There are no representations or express or implied warranties between the City and Buyer other than those contained in this Agreement.

11. Amendments. This Agreement cannot be changed or supplemented orally, but may only be modified or superseded by written instrument by both Parties.

12. Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

14. Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

[Signatures on the Following Page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF MADERA, a municipal corporation

Michael Lima, Purchasing Agent

ATTEST:

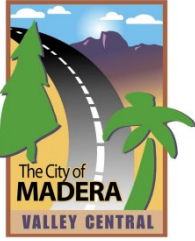
Alicia Gonzales, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Shannon L. Chaffin, City Attorney

BUYER:

By:_____
Jerron Romias



REPORT TO CITY COUNCIL

Approved by:

Giachino Chiaramonte

Giachino Chiaramonte, Chief of Police

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: October 15, 2025

Agenda Number: B-7

SUBJECT:

Facility Use Agreements with Community Action Partnership of Madera County

RECOMMENDATION:

Adopt a Resolution authorizing the City Manager to execute Facility Use Agreements for the City's use of Community Action Partnership of Madera County facilities

SUMMARY:

From time to time, the City utilizes Community Action Partnership of Madera County (CAPMC) facilities for meetings and Police Department training. CAPMC requires the execution of a Facility Use Agreement to reserve space, which includes provisions for insurance and indemnification. While CAPMC generally charges fees for facility use, the City has historically not been assessed such costs due to the strong collaborative relationship between the organizations. The proposed action would formally authorize the City Manager to execute Facility Use Agreements with CAPMC on behalf of the City.

DISCUSSION:

The City and CAPMC have a cooperative relationship, and the City utilizes CAPMC facilities to provide services. Examples include the use of conference room spaces for training, meetings, and community townhalls.

CAPMC requires outside organizations and community groups to execute a Facility Use Agreement to reserve rooms for various purposes. While CAPMC assesses facility use fees, the City has historically been exempt from such charges. Although staff cannot guarantee that this arrangement will remain unchanged indefinitely, it is anticipated that the current practice will continue, given the strong and collaborative working relationship between the City and CAPMC.

Additionally, CAPMC requires the City to provide appropriate insurance coverage as a condition of facility use, which is consistent with the requirements the City imposes on organizations utilizing City-owned facilities. Pursuant to the City's Purchasing Ordinance, the City Manager is authorized to execute agreements for goods or services up to \$60,000 in value. While these agreements fall within the City Manager's purview, it can be argued that the use of facilities is not a good or service in itself. In order to facilitate the City's timely reservation and use of these facilities, staff is recommending that the City Council (Council) provide authority to the City Manager to execute these CAPMC Facility Use Agreements on the City's behalf. A sample agreement is attached as Exhibit A to the resolution accompanying this report.

FINANCIAL IMPACT:

The use of CAPMC facilities is generally subject to an associated fee; however, the City has historically not been charged for reserving their facilities. The fees themselves are relatively nominal and fall within the City Manager's purchasing authority, as outlined in the City's adopted purchasing policy. Should CAPMC, at any point in the future, elect to assess a facility use fee, staff would evaluate alternative locations to avoid incurring such costs. Additionally, it should be noted that the City may be held financially responsible for any damages resulting from its use of the facilities, as well as for potential liability in the event of an injury occurring during City-related activities held on the premises.

ALTERNATIVES:

Council may direct staff to bring individual agreements to City Council for consideration of approval as activities occur.

ATTACHMENTS:

1. Resolution
 - a. Exhibit A: CAPMC Facility Use Agreement

Resolution No. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA
AUTHORIZING THE CITY MANAGER TO EXECUTE FACILITY USE
AGREEMENTS WITH COMMUNITY ACTION PARTNERSHIP OF MADERA
COUNTY**

WHEREAS, the City of Madera (City) has a need to utilize Community Action Partnership of Madera County (CAPMC) facilities for various activities such as meetings and trainings; and

WHEREAS, CAPMC requires the City to complete and submit Facility Use Agreements to reserve the requested space or room; and

WHEREAS, CAPMC charges a facility fee but has historically provided spaces at no cost to the City and does require the City to provide insurance and indemnify CAPMC; and

WHEREAS, to facilitate the timely submission of Facility Use Agreements and the required insurance certifications, the City desires to provide authority to the City Manager to execute the agreements on behalf of the City.

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

1. The above recitals are true and correct.
2. The City Manager is authorized to execute Facility Use Agreements with Community Action Partnership of Madera County on behalf of the City of Madera, a copy of which is attached hereto as Exhibit A and incorporated herein.
3. This resolution is effective immediately upon adoption.

* * * * *

EXHIBIT A



**Community Action Partnership of Madera County
Head Start
Facilities Use Application**

1. FACILITY USER, please complete the attached Facilities Use Application;
2. Submit completed application, and all other required documentation, to:

**Community Action Partnership of Madera County
Jissel Rodriguez, Executive Administrative
Assistant
1225 Gill Ave
Madera, CA 93637
Email: jrodriguez@maderacap.org
Phone: (559) 507-8021 Fax: (559) 661-8459**

3. Application will be reviewed for availability and fees will be calculated.
4. Purchase Order/Check must be issued in order to secure the venue. Facility is not reserved until completed application, purchase order/check, and certificate of insurance are received by CAPMC Head Start, at least 14 business days prior to the event.
5. Insurance Certificate must be provided 14 business days in advance of occupancy.
6. Prior to use, Operations staff will conduct a "Facility Pre-Use/After Use Inspection" with the FACILITY USER during normal business hours.
7. After use of facility, Operations staff will conduct a "Facility Pre-Use/After Use Inspection" with the FACILITY USER during normal business hours, immediately following the event.
8. An invoice will be sent to the contact listed in the application immediately following the event. If any other equipment or support is requested during the day of the event, it will be reflected in the invoice. Invoice is due and payable upon receipt.
9. Cancellations by Applicant: 14 business days prior to event. If cancellation does not occur within this time frame, a 50% cancellation fee will be charged.

I, _____, understand and agree to the terms of this agreement.
I am an authorized representative of the organization that is applying to use the facility. I further understand that the application must be completed in its entirety in order for the facility to be reserved.

Signature, Title

Date



FACILITIES USE APPLICATION

REQUESTED FACILITY: _____

DATE OF REQUEST: _____

APPLICANT INFORMATION

Name of Organization: _____

Contact Name: _____ Title: _____

Address: _____

Email address: _____

Contact Telephone: _____ Evening/Weekend: _____

Signature: _____

EVENT INFORMATION:

Describe Purpose/Event: _____

Date(s) Requested: _____

Number of anticipated participants: _____

Time of actual event: From _____ To _____

Time room will be booked (include set up/clean up): From: To: _____

Name of Event (to display on calendar): _____

Insurance Policy Number: _____

Purchase Order/Check Number: _____ (Copy to be send to Jissel Rodriguez)

Facilities Use Rates Worksheet

Conference Center	Seating Capacity	Part-Day	Full Day	Number of Days Requested	Total
Whole Center	30	\$150	\$300		

ADDITIONAL EQUIPMENT RENTALS/SUPPORT:

CAPMC Head Start has equipment available to rent including technical support that may be requested for additional costs. Please place an "X" next to the item requested, and if available, the cost will be included on your invoice:

Item Daily Rental Rate	Description	Fee	X
Cart	Two-shelf cart on wheels	10	
Chart Stand	must supply own chart paper/markers (Chart Stand is No Charge, available upon request)	0	
HDMI Converter Cable & Connection Cable to Projector	Connects User's Non-HDMI Laptop to CAPMS HS's projector	50	
Media Technician Full Day		340	
Media Technician up to Half Day		170	
Mic & Soundboard/ Speakers	Either handheld, or lapel mic	120	
Star Phone for Teleconference	Price includes media tech set up	20	
	PLEASE TOTAL YOUR ADDED EQUIPMENT HERE:		

☐ I will not be requiring any additional equipment or services.

If your event is catered, FACILITY USER will need to make arrangements to be at the facility to receive delivery of food, and/or linens, etc. CAPMC Head Start is not authorized to receive, and/or sign for receipt of any items on your behalf. Items must be picked up immediately following your event.

CONDITIONS FOR USE OF FACILITIES: FACILITY USER agrees that Community Action Partnership of Madera County (CAPMC Head Start) makes no representations or guarantees as to the condition of the facilities which the FACILITY USER is approved to use. FACILITY USER agrees to take such property and facilities "AS IS." FACILITY USER acknowledges that it shall be its responsibility and obligation to assure that the property and facilities are in proper and safe condition to be used for the purpose anticipated. FACILITY USER acknowledges that it shall be obligated to inspect such property and facilities before they are used and to take affirmative steps where necessary to warn users or rectify hazards in order to prevent injuries to property and person. FACILITY USER agrees to refuse the use of the property if unsatisfactory conditions are not rectified prior to scheduled use. FACILITY USER further acknowledges its obligation to abide by CAPMC Head Start's rules and regulation for the use of facilities (see page 7), and further acknowledges that facility use is contingent upon compliance with these rules as well as any site rules specified by the site administrator.

CANCELLATION: CAPMC Head Start reserves the right to cancel or amend room assignment.

REQUIRED CERTIFICATION: In accordance with CAPMC Policies, its property will not be used for the commission of any act intended to further any program or movement, the purpose of which is to accomplish the overthrow of the government of the United States or the State. This includes any acts such as by force, violence or other unlawful means.

REQUIRED HOLD HARMLESS AND INDEMNIFICATION: FACILITY USER shall indemnify and hold CAPMC Head Start harmless against any and all liability imposed or claimed, including attorney's fees and other legal expenses, arising directly or indirectly from any act or failure of FACILITY USER or FACILITY USER's assistants, employees or agents, including all claims relating to the injury or death of any person or damage to any property.

FACILITY USER agrees to keep and maintain a policy of liability insurance, including extended coverage for product liability in the minimum amount of one million dollars (\$1,000,000.00) for each occurrence and will provide CAPMC HS with a certificate evidencing insurance in the amount, naming CAPMC as an additional insured and specifying that the coverage will not be canceled or modified without thirty (30) days prior written notice to CAPMC HS.

If any group activity results in the destruction of CAPMC HS property, the FACILITY USER will be charged an amount necessary to repair the damages, and further use of facilities may be denied,. In addition, Facility User on CAPMC HS facilities or grounds shall be liable for any injuries resulting from the negligence of that group during the use of the facilities or grounds.

ACKNOWLEDGEMENT AND AGREEMENT: I have read this application and agree to the terms.

AUTHORIZED FACILITY USER SIGNATURE: _____

Authorized Facility User Printed Name: _____

DATE: _____

Facility User Name: _____

Event Date: _____

CAPMC Head Start APPROVALS: (Y/N)

_____ Appropriate activity

_____ Facility available on date(s) requested

_____ Insurance certificate received

_____ Equipment reserved

_____ IT Set-up or support reserved

CAPMC Head Start Authorized Signature: _____ Date: _____

CAPMC Head Start Comments/Conditions (optional): _____

SECTION I
GENERAL RULES REGULATIONS OF THIS FACILITY

1. Any food related items may not be sold without applicable food permits from the local public health department.
2. Display or signs must be approved by CAPMC Head Start.
3. Tobacco, drugs and other intoxicants are absolutely prohibited.
4. No smoking shall be permitted on the premises, including exterior and adjoining properties.
5. No gambling shall be permitted on the premises.
6. No program shall contain matters which might tend to cause a breach of the peace, incite to riot, or which constitutes subversive doctrine or seditious utterance or which agitates for changes in our form of government or social order by violence or unlawful method.
7. All organizations shall properly supervise all attendees. Youth organizations must have adequate adult supervision and sponsorship (refer to Security Section III).
8. Only CAPMC Head Start - provided systems may be used for hanging items or materials on walls. Users may not use any glitter, nails, tacks, pins, staples, or tape that can damage the surface of walls. No items may be hung from the ceilings, or walls.
9. Tables may not be stacked or leaned against walls.
10. This agreement is not transferable.
11. Trash should be thrown out – bins located near 1225 Gill building on the back side.
12. Tables should be wiped down. Both tables and chairs should be put away.

SECTION II
FIRE AND SAFETY REGULATIONS

1. At no time shall there be more people admitted to the facility, or any room thereof than the legal seating capacity allows.
2. No decorations shall be used unless flame resistant or flame proof in accordance with the State Health and Safety Codes.
3. No blocking or obstructing exits.
4. No device that produces flames, spark, smoke or explosion (including fireworks) shall be used on the premises, with the exception of approved outdoor cooking units.
5. ALL event participants are expected to participate in CAPMC Head Start disaster and fire drills should they occur during meeting time. In the event of an earthquake, participants are required to duck, cover, and hold until the movement stops. In the event of a fire, participants are to evacuate the building by the nearest exit in an orderly manner.

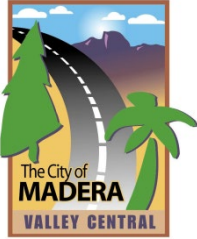
SECTION III
DAMAGE TO CAPMC HEAD START PROPERTY

FACILITY USER agrees as an organization, its officers, and as an individual to be jointly and personally responsible for all damage to CAPMC Head Start Property that may arise during or by the permitted activity. A Facility Pre-Use/After-Use Inspection Form will be completed by CAPMC Head Start Operations in conjunction with the FACILITY USER.

SECTION IV
FACILITY USERS

The use of CAPMC Head Start facilities shall be determined, in part, based on the nature of the group. The priority order for usage is as follows:

1. Head Start Activities
2. CAPMC Activities/Events
3. Non-Profit Organization Activities
4. Other Public Entity Activities
5. Community Activities
6. For-Profit Business Activities

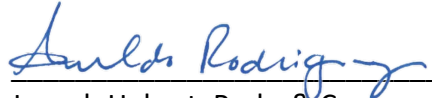


REPORT TO CITY COUNCIL

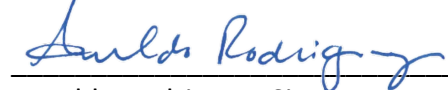
Approved by:

Council Meeting of: October 15, 2025

Agenda Number: B-8

 for:

Joseph Hebert, Parks & Community Services Director



Arnoldo Rodriguez, City Manager

SUBJECT:

Madera Unified School District Attendance Recovery Camp Consultant Services Agreement for School Year 2025-2026

RECOMMENDATION:

Adopt a Resolution Ratifying Approval of a Consultant Services Agreement between the City of Madera and Madera Unified School District for the Attendance Recovery Camp for School Year 2025-2026, not to exceed \$11,274

SUMMARY:

The City received a request from the Madera Unified School District (MUSD) to utilize the John Wells Youth Center (JWYC) for a newly funded initiative, Attendance Recovery Camp, during the 2025-2026 school year. MUSD has requested the City's partnership to provide staffing during the dates and times proposed associated with the Attendance Recovery Camp.

DISCUSSION:

Following the passage of California Senate Bill 153, school districts can optionally implement an Attendance Recovery program starting in the 2025–2026 school year to address truancy and chronic absenteeism. MUSD has plans to carry out the Attendance Recovery Camp in the 2025-2026 school year. MUSD has reached out to the City to propose a partnership to facilitate the Attendance Recovery Camp to take place at the John Wells Youth Center. Under the proposed agreement, MUSD staff will provide program oversight, while City staff will be limited to assisting. Moreover, MUSD will rotate participants to various planned activities while City staff will assist with serving of meals/snacks. Meals and snacks would be provided by MUSD.

The City would be committing to providing the John Wells Youth Center on four separate dates, including:

- October 6, 2025
- November 15, 2025
- February 23, 2026
- April 11, 2026

Programming for all four dates would be from 1:00 pm to 4:30 pm.

The Attendance Recovery Camp, hosted at the JWYC, would provide MUSD students with a communal site for voluntary participation in the attendance recovery efforts to recover lost instructional time associated with absenteeism from school. Each date anticipates no more than 120 students over various school grades as follows.

- Transitional Kindergarten – Kindergarten: 40 students
- 1st Grade: 40 students
- 2nd Grade: 40 students

FINANCIAL IMPACT:

The total value of the Consultant Services Agreement is not to exceed \$11,274, reimbursable after the conclusion of the Attendance Recovery Camp. The value of the Consultant Services Agreement covers staffing costs, a Robo Enrichment session, JWYC rental fees, and includes an administrative fee. The Robo Enrichment session includes a presentation from a third-party vendor using an interactive robotic dog, bringing STEAM learning and social development to participants.

The contract will provide General Fund relief for the activities borne by this Agreement.

These expenses and revenue generated from the Agreement will be reflected in Fiscal Year 2025/2026 in the Parks Grants Fund, #41096360. There are available funds to cover the staffing costs listed in Table 1, as well as sufficient funding in expense lines to cover the cost of enrichment activities.

Table 1: Cost Proposal from the City to MUSD for Attendance Recovery Partnership	
Staffing Costs	\$5,114
Robo Enrichment Session (\$255/session x 4)	\$1,020
Facility Rental	\$2,885
Admin Fee	\$2,255
Total	\$11,274

Staffing costs include the cost of staff training, assistance with the setup, assisting MUSD staff during activities, and cleanup during the four dates identified.

ALTERNATIVES:

- Ratify the Agreement as recommended. This action would formally affirm the City Manager's approval of the Consultant Services Agreement with Madera Unified School District for the 2025–2026 school year Attendance Recovery Camp, thereby ensuring the planned programming dates and services move forward without interruption.
- Decline to ratify the Agreement. Council may choose not to ratify the Agreement. In this case, the Agreement previously approved by the City Manager would not move forward for the remaining dates, excluding October 6, 2025, and the City would be unable to partner with MUSD on the remaining Attendance Recovery Camp dates: November 15, 2025; February 23, 2026; April 11, 2026.
- Request modifications or additional information. Council may direct staff to return with further details or potential revisions before ratifying the Agreement. Staff notes, however, that any delay in action may affect MUSD's ability to finalize program planning, outreach, and student enrollment for the scheduled camp dates.

ATTACHMENTS:

1. Resolution Ratifying Approval of a Consultant Services Agreement between the City of Madera and Madera Unified School District for the Attendance Recovery Camp for School Year 2025-2026, not to exceed \$11,274
 - a. Exhibit A: Consultant Services Agreement
2. Permit Contract

ATTACHMENT 1

Resolution Ratifying Approval of a Consultant Services Agreement between the City of Madera and Madera Unified School District for the Attendance Recovery Camp for School Year 2025-2026, not to exceed \$11,274

RESOLUTION NO. 25-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, RATIFYING APPROVAL OF A CONSULTANT SERVICES
AGREEMENT BETWEEN THE CITY OF MADERA AND MADERA UNIFIED
SCHOOL DISTRICT FOR THE ATTENDANCE RECOVERY CAMP FOR SCHOOL
YEAR 2025-2026, NOT TO EXCEED \$11,274**

WHEREAS, the City has received a request from Madera Unified School District (MUSD);
and

WHEREAS, the request is for a partnership to implement the Attendance Recovery Camp
during the 2025-2026 school year; and

WHEREAS, the Attendance Recovery Camp would provide MUSD students an opportunity
for voluntary participation, to recover lost instructional time associated with absenteeism from
school; and

WHEREAS, the request for a partnership with the City includes the utilization of the John
Wells Youth Center and provision of staff; and

WHEREAS, the costs incurred by the City would not exceed \$11,274, to be reimbursed by
MUSD after the completion of the Attendance Recovery Camp dates; and

WHEREAS, the request for approval of the Attendance Recovery Camp was listed on the
October 1, 2025 City Council meeting and the meeting was unexpectedly cancelled; and

WHEREAS, there was not sufficient time and ability to reschedule another meeting prior
to the first event contemplated by the agreement, and to allow City business to timely go
forward the City Manager, after informing the City Council of his intentions, approved the
agreement subject to ratification of the City Council at its next meeting.

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

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. The City Manager's approval of the Consultant Services Agreement with Madera Unified School District for the Attendance Recovery Camp during the 2025-2026 school year, not to exceed \$11,274, attached hereto as Exhibit A, is ratified.
3. This resolution is effective immediately upon adoption.

* * * * *

Exhibit A – Consultant Services Agreement



MADERA UNIFIED SCHOOL DISTRICT CONSULTANT SERVICES AGREEMENT

This agreement is made and entered into this 1st day of October 2025, by and between Madera Unified School District ("District") and City of Madera ("Consultant").

1. Consultant agrees to provide the following specified services: (you may attach a list of services if necessary)

The City of Madera agrees to provide the John Wells Youth Center as a communal site for the Attendance Recovery Camp. The Attendance Recovery Camp will host up to 120 students from TK-2nd grade, on four specific dates: October 6, 2025; November 15, 2025; February 15, 2026; and April 11, 2026. The sessions will run from 1:00 p.m. to 4:30 p.m. In addition to providing the facility, reserved on the dates mentioned through a Permit Contract with the City, and staffing to execute the activities during the camp, the City will also offer a Robo Enrichment class to support the students' STEM learning and social development. The Robo Enrichment will include a presentation from a third-party vendor using an interactive robotic dog to promote STEM. The vendor is the sole operator of the robotic dog. MUSD will reimburse the City for the admin costs, rental costs, staffing costs, and the Robo Enrichment. MUSD will have 1-2 staff on site to monitor the general activities of the Attendance Recovery Camp.

2. Term. The Consultant's services described in Paragraph 1 shall commence on October 6, 2025 and shall end on April 11, 2026 unless earlier terminated pursuant to Paragraph 8.
2. Payment. District agrees to pay Consultant as follows:
Total cost \$11,274
4. Payroll Forms. Consultant agrees to complete the District's consultant payroll form. Consultant agrees that failure to properly complete this form in a timely manner may result in nonpayment to consultant.
5. Independent Contractor Status. Consultant and any and all agents and employees of Consultant are agreed to be independent contractors in their performance under this Agreement and are not officers, employees, or agents of the District. Consultant shall retain the right to perform services for others during the term of this Agreement.
6. Indemnity. Consultant shall indemnify, defend, and save and hold harmless the District, its Board of Trustees, officers, agents, and employees from any and all claims, damages, losses, causes of actions, and demands, including reasonable attorney's fees and costs, incurred in connection with the processing or defense of any matter, claim, lawsuit or contest arising out of Consultant's performance of or failure to perform the work required by this Agreement.
7. Insurance. Consultant agrees to purchase and maintain throughout the term of this Agreement a comprehensive general liability insurance policy to protect Consultant from damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from Consultant's responsibilities under this Agreement, whether such acts or omissions be by Consultant or anyone directly or indirectly employed by Consultant. This insurance shall name the District as additional insured and shall be written for not less than Two Million Dollars (\$2,000,000) General Liability and Four Million Dollars (\$4,000,000) General Aggregate. Consultant's Policy shall be Primary and non-contributory. A certificate of insurance shall be filed with the District and shall provide that no changes shall be made to such insurance without thirty (30) days prior written notice to the District.
8. Termination of Agreement. District may terminate this Agreement for any reason upon written notice to Consultant. In the event of early termination, Consultant shall be paid for satisfactory work performed to the date of termination. The District may then proceed with the work in any manner the district deems proper.
9. No Entitlement. Consultant agrees that it has no entitlement to any future contracts or work from District or to any employment or fringe benefits from the District.
10. Taxes. Payment to Consultant pursuant to this Agreement will be reported to federal and state taxing authorities as required on the IRS Form 1099. District will not withhold any money from compensation payable to Consultant. In particular, District will not withhold FICA (social security); state or federal unemployment insurance contributions; and/or state or federal income tax or disability insurance. Consultant is independently responsible for the payment of all applicable taxes.

11. Governing Law and Venue. This Agreement shall be governed by and construed only in accordance with the laws of the State of California. If any action is initiated involving the application or interpretation of this Agreement, venue shall only lie in the appropriate state court in Madera County or federal court in Fresno County, California.
12. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Consultant, the District and their respective successors and assignees.
13. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a Court of competent jurisdiction, such holdings shall not invalidate or render unenforceable any other provision of this Agreement.
14. Amendment. The terms of this Agreement shall not be amended in any manner whatsoever except by written agreements signed by the parties.
15. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no oral understandings, side agreements, representation or warranties, expressed or implied, not specified in this Agreement.
16. Licenses. Consultant represents that Consultant and all agents and employees of Consultant are licensed by the state of California to perform all the services required by this Agreement. Consultant will maintain all licenses in full force and effect during the term of this Agreement.
17. Compliance with Law. Consultant agrees to perform the services contemplated by this Agreement in a professional and a competent manner and in compliance with all local, state and federal laws, and regulations governing the service to be rendered pursuant to this Agreement.
18. Board Approval. **The parties agree that the effectiveness of the Agreement is contingent upon approval by the District's Board of Trustees.**
19. Equipment and Materials. Consultant shall provide all equipment, materials, and supplies necessary for the performance of this Agreement. This provision may be negotiable as to the needs of specific children.
20. Non-discrimination. Consultant shall not engage in unlawful discrimination in the employment of persons because of race, color national origin, age, ancestry, religion, sex, marital status, medical condition, physical handicap, or other bias prohibited by state or federal law.
21. Copyright. Any product, whether in writing or maintained in any other form produced under this Agreement shall be the property of District. District shall have the right to secure a patent, trademark or copyright and the product or information may not be used in any manner without District's written permission.
22. In accordance with Education Code Section 39656, this contract is not valid or an enforceable obligation against the District until approved or ratified by motion of the Governing Board duly passed and adopted.

Madera Unified School District

Superintendent or designee:

Associate Superintendent

Title

[Signature]

(Signature)

Date: 9-24-25

Consultant:

Name:

ARNOLDO RODRIGUEZ, CITY MANAGER

Cecelia K. Gallegos, Mayor

[Signature]

(Signature)

Date: 10/2/25

Federal ID/SS# 94-6000365

(do not include SSN until after Board approval)



ATTACHMENT TO SERVICE AGREEMENT

Expanded Learning Opportunities Program (ELOP) – Health and Safety Reporting Requirement

This attachment serves as an addendum to the Service Agreement between Madera Unified School District ("LEA") and City of Madera ("Contractor") for the operation of Expanded Learning Programs. The following reporting requirements are established to ensure compliance with Education Code Section 8483.4 and to maintain the health and safety of all program participants

Health and Safety Incident Notification and Reporting

1. Immediate Notification Requirement

a. The Contractor must notify the LEA by the next working day following any occurrence of a health- or safety-related issue that affects the program's operations or participants. The Contractor shall provide such immediate notification to the LEA by telephone and/or email. The list of health and safety occurrences requiring immediate notification includes, but is not limited to:

- Criminal background clearance issues concerning any employee, volunteer, or contractor.
- Structural or environmental hazards that could impact student or staff safety.
- Incidents involving law enforcement intervention at a program site.
- Any "event" as that term is defined in EC 8483.4(c) that may impact program safety or compliance, which includes but is not limited to the following:

- Death of a child from any cause
- Any injury to a child that requires medical treatment
- Any unusual incident or child absence that threatens the physical or emotional health or safety of a child
- Any suspected child abuse or neglect
- Epidemic outbreaks
- Poisonings
- Fires or expulsions that occur on the premises
- Exposure to toxic substances
- An arrest of an employee of the Contractor
- Any other event as specified by the LEA. If the LEA determines it to be necessary to specify any other type(s) of event(s) in addition to those set forth in this Addendum, the LEA shall provide the Contractor with written notice requesting the Contractor to sign, date, and return an acknowledgment and agreement to the change.

2. Written Incident Report Requirement

a. The Contractor must submit a detailed written report to the LEA within seven (7) calendar days of the occurrence of any health- or safety-related issue that triggers the immediate notification requirement set forth in Section 1 above. The written report must include:

- A detailed, specific description of the incident, including the date, time, and location.
- Individuals involved (excluding personally identifiable student information unless required by law).
- Actions taken in response to the incident.
- Any corrective measures implemented to prevent recurrence.
- Any additional information requested by the LEA.

3. Request for Enrollee Health Information

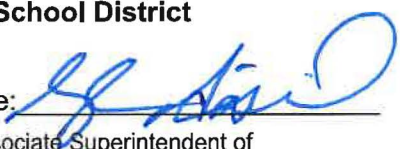
- a. In accordance with Education Code Section 8483.4(d), the Contractor shall request that parents or guardians provide information about pupil health prior to enrollment, such as whether a pupil has allergies or asthma.
- b. The Contractor specifically acknowledges and agrees that parents or guardians are **not required** to provide requested health information as a condition of enrolling their pupils in the program. The provision of pupil health information is voluntary, and it is entirely within the discretion of the parent or guardian whether or not they consent to sharing pupil health information.

4. Compliance and Accountability

- a. The LEA reserves the right to request additional information or clarification regarding any reported incident.
- b. By the signatures of their authorized representatives below, the Contractor and LEA agree that the terms contained within this Addendum are incorporated into the Service Agreement to which it is attached and that this Addendum shall therefore be a fully-binding and enforceable part thereof, subject to any applicable terms and conditions contained in that Service Agreement.
- c. Failure to comply with the immediate notification and written reporting requirements set forth in this Addendum may result in corrective actions under the applicable provisions of the Service Agreement, up to and including contract termination.

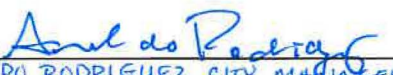
By signing below, both parties acknowledge and agree to comply with the above requirements.

Authorized Representative – Madera Unified School District

Signature: 
 Title: Associate Superintendent of
 Educational Services

Date: 9-21-25

Authorized Representative – Contractor

Signature: 
 Title: ARNOLDO RODRIGUEZ, CITY MANAGER
 Cecelia K. Callegos, Mayor

Date: 10/2/25

ATTACHMENT 2

Permit Contract

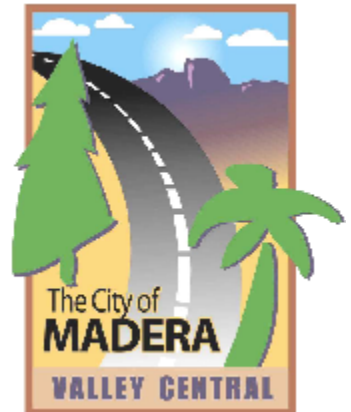
Permit Contract

City of Madera Parks & Community Services

701 E 5th Street
 Madera, CA 93638
 Phone: (559) 661-5495
 FAX: --
 Email: register@cityofmadera.com

Permit #6136, Approved

Sep 19, 2025 10:02 AM



Prepared By: Mercedes Bravo

Home: (559) 481-4810

Charges	Taxes	Discounts	Total Charges	Deposits	Deposit Taxes	Total Payments	Refunds	Balance
\$2,885.00	\$0	\$0	\$2,885.00	\$0	\$0	\$0	\$0	\$2,885.00

RESERVATIONS

Event	Resource	Center	Notes
MUSD Requested Space Type: Administrative Booking Attend/Qty: 0	John Wells Youth Center - Craft Room int	John Wells Youth Center 701 E. 5th Street Madera, CA 93638 (559) 661-5495	--
Days Requested		Event Ends	
Day	Date	Date	Time
Monday	Oct 6, 2025	Oct 6, 2025	5:30 PM
Saturday	Nov 15, 2025	Nov 15, 2025	5:30 PM
Monday	Feb 23, 2026	Feb 23, 2026	5:30 PM
Saturday	Apr 11, 2026	Apr 11, 2026	5:30 PM
Summary		Notes	
Total Number of Dates: 4		--	
Total Time: 22 hours			

RESERVATIONS

Event	Resource	Center	Notes
MUSD Requested Space Type: Administrative Booking Attend/Qty: 0	John Wells Youth Center - Gym int	John Wells Youth Center 701 E. 5th Street Madera, CA 93638 (559) 661-5495	--
Days Requested		Event Ends	
Day	Date	Date	Time
Monday	Oct 6, 2025	Oct 6, 2025	5:30 PM
Saturday	Nov 15, 2025	Nov 15, 2025	5:30 PM
Monday	Feb 23, 2026	Feb 23, 2026	5:30 PM
Saturday	Apr 11, 2026	Apr 11, 2026	5:30 PM

Summary

Total Number of Dates: 4
Total Time: 22 hours

Notes

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RESERVATIONS

Event		Resource	Center	Notes
MUSD Requested Space Type: Administrative Booking Attend/Qty: 0		John Wells Youth Center -Rec. Room int	John Wells Youth Center 701 E. 5th Street Madera, CA 93638 (559) 661-5495	--
Days Requested		Event Begins	Duration	Event Ends
Day	Date			Time
Monday	Oct 6, 2025	1:00 PM	5½ hours	Oct 6, 2025 6:30 PM
Saturday	Nov 15, 2025	12:00 PM	5½ hours	Nov 15, 2025 5:30 PM
Monday	Feb 23, 2026	12:00 PM	5½ hours	Feb 23, 2026 5:30 PM
Saturday	Apr 11, 2026	12:00 PM	5½ hours	Apr 11, 2026 5:30 PM
Summary				Notes
Total Number of Dates: 4				--
Total Time: 22 hours				

CHARGES

Description	Event / Resource	Unit Fee	Units	Tax	Charge
JWYC Gym Hly	MUSD Requested Space #6136 John Wells Youth Center - Gym int	\$50.00	22.00	--	\$1,100.00
Administrative Fee Reservations	MUSD Requested Space #6136 John Wells Youth Center - Craft Room int	\$15.00	1.00	--	\$15.00
Facility Convenience Fee	MUSD Requested Space #6136 John Wells Youth Center - Craft Room int	\$10.00	1.00	--	\$10.00
JWYC MPR-Craft Hly	MUSD Requested Space #6136 John Wells Youth Center - Craft Room int	\$40.00	22.00	--	\$880.00
JWYC MPR-Rec Hly	MUSD Requested Space #6136 John Wells Youth Center -Rec. Room int	\$40.00	22.00	--	\$880.00

DISCLAIMERS

RESPONSIBILITY FOR DAMAGES: All permits issued by the City of Madera Parks & Community Services Department shall be subject to the regulations of the Parks & Community Services Department and the City of Madera ordinances. Any Persons or organizations to whom such permits are issued shall be liable for loss, damage, or injury to any person or property resulting from the use of the public facilities under such permits, as well as breach of the regulations or ordinances to the person or persons suffering such loss, damage or injury, and the City of Madera Parks & Community Services Department in case such Department shall become liable for loss, damage or injury. Any and all damage to grounds and/or facilities must fully and completely be rectified within 3 days after the end of the authorized event.

CUSTOM QUESTIONS

Question	Answer
Will alcohol be served at the event?	No
Will the event be open to the public?	No
Will there be a bounce house at this event? *Bounce house rental company must be able to provide proof of liability insurance*	No

WAIVERS

Liability Insurance Provisions

Waiver for: Suzanne Dudney

Due Date: Oct 19, 2025

PROOF OF LIABILITY INSURANCE AND BONDED SECURITY GUARDS CONTRACT MUST BE SUBMITTED TO THE ADMINISTRATION OFFICE AT 701 E 5TH STREET, MADERA, CA 93638 AT LEAST 45 DAYS BEFORE THE SCHEDULED EVENT TO AVOID A PENALTY FEE. FAILURE TO SUBMIT THESE DOCUMENTS ON TIME WILL RESULT IN AN ALCOHOL SURCHARGE AND A REDUCTION IN YOUR RESERVATION TO AN EVENT WHERE NO ALCOHOL IS PERMITTED.

Obtaining the proper insurance for the event is the renter's responsibility. Renter must comply with City of Madera Parks & Community Services Special Event Rental Insurance Requirements.

Evidence of Coverage

The Applicant must provide a signed original evidence of coverage form for the dates of the event protecting the legal liability of the City of Madera, its officers, officials, employees and volunteers from occurrences related to operations under the Special Event and facility permit.

Insurance Certificate

The applicant must provide the City of Madera with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. Coverages:

a) General Liability: Commercial General Liability coverage, on an occurrence basis, at least as broad as the Insurance Services Office (ISO) form CG 00 01. A Host Liquor Law Liability endorsement is required for any event serving alcohol free of charge. The City of Madera reserves the right to set limits of liability based on the specific event request, but limits shall be not less than:

I. \$5,000,000 per occurrence for all events involving fireworks, racing, scaffolding, or an expected crowd exceeding 1,000 persons;

II. \$2,000,000 per occurrence for all events involving street closure of a thru-street or an expected crowd of 500 persons;

III. \$1,000,000 per occurrence for all other events.

b) Automobile Liability: Commercial Automobile Liability coverage, on a per-accident basis, at least as broad as the current ISO form CA 00 01 for Any Auto with limits of not less than \$1,000,000 combined single limits per accident for events involving the use of licensed vehicles during the event.

c) Worker's Compensation: Worker's Compensation coverage shall be maintained, covering the applicant's employees as required by law, if applicable. When Worker's Compensation coverage is applicable, Applicant 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.

d) Liquor Liability: Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for events involving the sale of alcoholic beverages.

2. Deductibles: All deductibles or self-insured retentions must be clearly identified and are subject to approval by the City of Madera. At the option of the City of Madera, either (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the entity, its officers, officials, employees, and volunteers or (b) the Applicant shall provide a financial guarantee satisfactory to the City of Madera guaranteeing payment of losses and related investigations, claim administration or defense expenses.

3. Additional Insured Endorsement: An Additional Insured Endorsement must be provided that includes the following language: "That the City of Madera, its officers, employees, officials and volunteers are covered as insureds with respect to liability arising out of use of the City of Madera's [FACILITY NAME]." Endorsements must name the City as an additional insured on the policy; blanket endorsements will not be accepted.

4. Dates: The dates of inception and expiration of the insurance. This must include all dates for set-up and tear-down as well as the event date(s).

5. Cancellation Notice: The policy shall be endorsed to state that coverage shall not be canceled or modified without thirty (30) days prior written notice by certified mail to the City of Madera.

6. Certificate Holder: The City of Madera, Attn: Parks & Community Services, 701 E. 5th Street, Madera, CA 93638 shall be listed as the certificate holder.

7. Insurance Company: The company providing insurance coverage must be acceptable to the City of Madera with an AM Best rating of at least A:VII.

8. Insured: The applicant listed on the application for a special event permit must be specifically listed as the Insured.

9. Description: The certificate must provide an adequate description of the event for which coverage is being provided.

Applicant's Insurance is Primary: The Applicant's insurance coverage shall be primary insurance with respect to the City of Madera and its officers, officials, employees, or volunteers. Any insurance or self-insurance maintained by the City of Madera, its officers, officials, employees, or volunteers shall be in excess of the applicant's insurance and shall not contribute to it.

Verification of Coverage: The Applicant shall furnish the City of Madera with original certificates and endorsements, including amendatory endorsements affecting coverage required by this document. All certificates and endorsements are to be received and approved by the entity before the event; however, failure to do so shall not operate as a waiver of these insurance requirements. The City of Madera reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications, at any time.

Limits in Excess of Minimum Required: If the Applicant maintains higher policy limits than required by the City of Madera, the City of Madera shall be entitled to coverage at the higher limits maintained by the Applicant.

City of Madera Ordinance Citation_Liability and Security Agreement

Waiver Signed by: MUSD on Sep 19, 2025

General Reservation Agreement

Waiver for: Suzanne Dudney

Due Date: Oct 19, 2025

Reservations can be made in person at the Parks & Community Services Administration Office located at the John W. Wells Youth Center, 701 East 5th Street, Madera, CA 93638, online at www.madera.gov/register, or by telephone by calling the Parks & Community Services Department at (559) 661-5495 during regular business hours.

All sites become available at 10:30 a.m. There is an additional charge for early entry, no earlier than 8:00 a.m.

All facility reservations for the City of Madera require general liability insurance. The certificate of insurance must be submitted to the Parks & Community Services Administration Office at least 30 days before the date of the event. Renters must comply with City of Madera Parks & Community Services rental insurance requirements. All required fees must be paid in full to secure the reservation. The Administrative Fee and Online Processing Fee are non-refundable.

Renters must agree to fully and promptly obey all lawful orders given by the Police Department, Fire Department, and City staff of the Parks & Community Services Department. If police assistance is required, the event could be closed immediately, and the deposit will be forfeited.

Requests for ongoing facility or park use will be considered on a case-by-case basis. If ongoing use is approved, one (1) security deposit will be held on account with the City of Madera for renters with regularly scheduled events.

All facilities and park hours reserved must be continuous.

Event security may be required at any event, whether or not alcohol is served.

The lessee shall make no lease assignment without prior consent of the City of Madera.

City of Madera equipment is subject to availability and rental fees.

Alcohol is prohibited at all City of Madera's parks and facilities, except for the Pan-American Community Center and Rotary Park Pavilion, with a reservation permit, paid non-refundable Alcohol Use Surcharge, Proof of Liability Insurance, and Bonded Security Guards. Failure to provide proof of Liability Insurance and bonded security guards 45 days before the event will result in the revocation of the Alcohol permit, and paid Alcohol fees will be forfeited.

The Madera Police Department may check on events when alcohol is being served.

Indoor facilities have a minimum rental charge of 3x the hourly rate, and outdoor facilities (including the pool) have a minimum rental charge of 4x the hourly rate unless otherwise noted. All fields have a minimum rental charge of 2x the hourly rate.

City of Madera parks and facilities are designated "Drug-Free Zones" (Ordinance 644 C.S., passed 10-18-95). Smoking and E-cigarettes are prohibited at any City of Madera facility or park.

No selling, vending, or distribution of items for personal gain at any City of Madera facility or park.

All public events, including community gatherings, fundraisers, car shows, food festivals, and similar activities, must be pre-approved at least 45 days in advance. Event approval is subject to the Parks & Community Services Special Events application process and may require approval from various City departments and partner agencies, such as the Madera County Environmental Health Division.

Water inflatables, petting zoos, and livestock are prohibited at our parks or facilities.

No performance, exhibition, or entertainment shall be given or held in a facility or park that is illegal, indecent, obscene, lewd, immoral, or in any manner publicly offensive. The City of Madera may revoke the privilege and cancel the reservation, and all fees will be forfeited.

Renters must be out of their reserved facility or park area with cleaning completed by the time listed on their permit. The facility or park area must be left clean and orderly. Food and garbage must be cleaned off tables and concrete areas and placed in the trash cans provided. The renter is responsible for removing all trash and debris that may not fit in the trash cans provided. Failure to do so could result in loss of the security deposit and/or an assessment of additional charges for cleaning, damages, and staff time.

The renter is responsible for the conduct of all participants, supervision of minors, damages, and all fees due.

The City of Madera is not responsible for lost or missing items at parks and facilities.

Advertising materials, flyers, or other promotional materials are limited to City-sponsored events and the Department's approval.

City of Madera parks and facilities are not available for rental on the following holidays: Thanksgiving Day and the day after Thanksgiving, Christmas Eve and Christmas Day, and New Year's Eve and New Year's Day.

Music for outdoors must be kept at a level so as not to disturb neighbors or others in the park. Music must be shut off no later than 1 hour before the event end time listed on your permit or by 10:00 p.m. in any park. For indoor facility rentals, music may be played after 10:00 p.m. but must remain at a level that cannot be heard from 50 feet from the facility or inside a neighboring residence. The use of amplified sound is subject to noise ordinance restrictions (Ordinance 622).

Glass containers are not allowed in any City of Madera park area.

No open flames are allowed inside any City of Madera facility.

Personal fireworks are not allowed in a public park area.

It is prohibited to park any automotive vehicles of any kind on the grass including but not limited to mobile food trucks/units and car club cars ('61 Code, § 3-5.14) (Ord. 236 C.S., passed 8-20-75).

A refund of the deposit requires a processing time of at least 4-6 weeks after the event date. All refunds are processed through the City of Madera Finance Department at 205 W. 4th Street, Madera, CA 93637.

Cancellation and/or changes must be made at least 30 days prior to the reservation date to receive a full refund. No refunds will be issued less than 30 days prior to the reserved date without the approval of the Parks Director and may be subject to a partial refund.

The City reserves the right to cancel any park and facility reservations as deemed necessary for the safety of all participants. If the City cancels any park or field reservation due to inclement weather or field conditions, it will be rescheduled at no additional cost, or refunded if applicable.

The renter shall pay the City of Madera Parks & Community Services Department on demand, such other and further services as may become due to the City of Madera, if the compensation is not included in the amount specified under the rental.

The City of Madera Parks & Community Services Department also has the right to bill the party responsible if any charges exceed the original deposit.

Misuse of fields, parks, equipment, or facilities shall be a reason to terminate the event permit. In case of any violation, no fees will be refunded, and forfeiture of the deposit.

The City of Madera reserves the right to revoke the reservation when the facility is needed for emergencies or City purposes, in which case all fees and deposit monies will be returned.

FAILURE TO COMPLY WITH POLICIES, TERMS, AND CONDITIONS WILL RESULT IN FORFEITURE OF THE DEPOSIT AND POSSIBLY LOSS OF THE ABILITY TO RENT IN THE FUTURE.

General Reservation Policy

Waiver Signed by: MUSD on Sep 19, 2025

Facility Use Agreement

Waiver for: Suzanne Dudney

Due Date: Oct 19, 2025

Facility reservations may be made up to a year in advance and no less than 30 days.

Full payment is required to be made to secure your reservation.

Facility rental will become available at 10:30 a.m.; early entry is permitted for an additional charge no earlier than 8:00 a.m. A full day will consist of the available rental blocks for facilities.

No event can be extended past 1:00 a.m. The renter must adhere to the hours on the reservation permit for set-up and clean-up time. All individuals associated with the event must vacate the facility by the indicated ending time; failure to vacate the facility will result in forfeiture of the deposit and assessment of additional charges for staff time.

Approval of the event application and reservation will be considered only upon completion of an application, payment of rental/deposit fees, certificate of insurance, and proof of bonded security guard(s), when applicable.

The renter must be present during all hours of the scheduled event.

Smoking machines are prohibited inside any facility as they will set off the fire alarm. If this occurs, the renter will forfeit their deposit and be held responsible for any additional charges that may occur due to activating the facility's fire safety devices. (Charges may include, but are not limited to, the cost of emergency responders, water damage to electronics, and staff clean-up time). Approval from the Parks Director is required for special effects machines.

Kitchen use is for set-up only. Cooking is not allowed. The renter or caterer must provide all warming supplies. Use of City owned appliances, with the exception of microwave and refrigerator/freezer, is prohibited.

No food or grease shall be put down the sink drains at any time. If this occurs, the deposit will be automatically forfeited.

Decorations are the renter's responsibility. No staples, tacks, or nails are allowed that will damage the facility walls. To receive a deposit refund, all decorations must be taken down and placed in the trashcans provided.

The renter is responsible for placing trash, recyclables, and compost in the correct outdoor receptacles.

The setup of tables and chairs is to be set up and returned to their designated area by the renter. No equipment will be removed from the facilities.

Reservation hours must include set-up and clean-up time.

Delivery of supplies and/or equipment will not be accepted at the facility prior to the indicated set-up time.

If City staff needs to do extra cleaning, funds can be taken from the security deposit. If the cleaning exceeds the security deposit amount, the renter will be billed for the balance.

City staff will conduct a walkthrough inspection of the facility with the renter person. During the walkthrough, a check list will be done prior to and after the reservation to ensure the facility is in the same condition as it was upon arrival.

In the event of concerns during the facility reservation time, the following number will be provided to the renter for assistance: (559) 395-7332.

Parking regulations must be followed at all times.

Waiver Signed by:MUSD on Sep 19, 2025

Noise Agreement

Waiver for:Suzanne Dudney

Due Date: Oct 19, 2025

- Music must be kept at a level so as not to disturb neighbors or others in the park. Music must be shut off no later than one (1) hour before the event end time listed on your permit or by 10:00 p.m. in any park. For indoor facility rentals, music may be played after 10:00 p.m. but must remain at a level such that it cannot be plainly heard 50 feet from the facility or from inside a neighboring residence.

City of Madera Ordinance Citation:

§ 3-11.02 SPECIFIC NOISE PROHIBITIONS.

The following activities are specifically prohibited:

(A) Operating, playing, or permitting the operation or playing of any radio, television set, loudspeaker, stereo, drum, musical instrument, or similar device that produces or reproduces sound which is in violation of the provisions of § 3-11.01 of this title.

(B) Between the hours of 8:00 p.m. and 6:00 a.m. of the following day. Noise sources associated with operating or causing the operation of any tools or equipment used in construction, drilling, repair, alteration, remodeling, paving, or grading of any real property or demolition work that creates sound, which is in violation of § 3-11.01 of this title is prohibited. Provided, however, the Community Development Director or their designated representative may, for good cause, exempt certain construction work from the provisions of this chapter for a limited time when an unforeseen or unavoidable condition occurs during a construction project and the nature of the project necessitates that work in process be continued until a specific phase is completed. In such circumstances, the contractor or owner shall be allowed to work after 8:00 p.m. and to operate machinery and equipment necessary until the specific work in progress can be completed in a manner that will not jeopardize the inspection or acceptance of a project or create undue financial hardships for the contractor or property owner.

(C) Between the hours of 10:00 p.m. and 6:00 a.m. of the following day. Operating or permitting the operation of any mechanically powered saw, drill, grinder, lawn or garden tool, or similar tool that creates sound is in violation of § 3-11.01 of this title.

(Ord. 622, passed 5-18-94; Am. Ord. 834 C.S., passed 4-16-08)

§ 3-11.03 PARTIES.

(A) Every person who conducts or allows to be conducted a party as defined herein which has presented and uses any electronic sound reproduction and or amplification device and or similar system between the hours of 10:00 p.m. and 8:00 a.m. of the following day, that produces sound in violation of § 3-11.01 of this title is guilty of a violation of this section.

(B) For purposes of this section, the term PARTY means a gathering for social and/or entertainment purposes at a private residence or other location.

(C) Any noise, commotion, or sound resulting from a party that can be plainly heard at a distance of 50 feet from the location of the party or from inside a neighboring residence shall be prima facie evidence of a violation of this section.

(Ord. 622, passed 5-18-94)

Waiver Signed by:MUSD on Sep 19, 2025

Hold Harmless Agreement

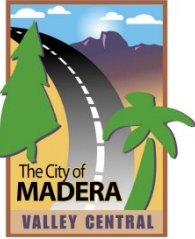
Waiver for:Suzanne Dudney

Due Date: Oct 19, 2025

The undersigned, on behalf of the applicant group, agrees to indemnify, hold harmless, defend and reimburse the City, its officers, employees, volunteers and agents ("City indemnitees") from any liability, damage, penalty, expense or loss of any nature, including but not limited to, liability for injury to or death of persons, or damage to property arising out of or in connection with the special event or approximately caused by the negligent or intentional act or omission of the applicant, or any person who is under the applicant's control, 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 or otherwise related to the special event or applicant group, whether the same be groundless or not, the applicant shall defend and indemnify the City, its officers, employees, volunteers or agents for any judgment rendered against it or any sums paid out in settlement or otherwise. The City shall choose its legal counsel in defending the City from any all liability, damage, penalty, expense or loss of any nature arising out of or in connection with the special event or approximately caused by the

negligent or intentional act or omission of the applicant, any officer, employee or agent of the applicant, or any person who is under the applicant's control.

Waiver Signed by: MUSD on Sep 19, 2025



REPORT TO CITY COUNCIL

Approved by:

Jamie Hickman

Jamie Hickman, Streets Division Supervisor

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: October 15, 2025

Agenda Number: B-9

SUBJECT:

Reject bids for the Invitation for Bid (IFB) 202526-01 Asphalt Concrete Patching and Slurry Seal Type II Application On- Call Services

RECOMMENDATION:

Approve a Minute Order rejecting the bids received for IFB 202526-01 Asphalt Concrete Patching and Slurry Seal Type II Application On- Call Services

SUMMARY:

The City received three bids for IFB 202526-01, Asphalt Concrete Patching and Slurry Seal Type II Application On-Call Services. Upon review, staff refined the scope of work by removing nonessential line items to reduce costs while preserving service quality. Because the submitted bids submitted no longer align with the revised scope, staff recommends rejecting all bids and reissuing the project for competitive bidding.

DISCUSSION:

On July 23, 2025, the City advertised IFB 202526-01 soliciting bids for Asphalt Concrete Patching and Slurry Seal Type II Application On-Call Services in accordance with the California Public Contract Code (PCC) and the City's purchasing policy. The solicitation sought competitive unit price bids for the provision of on-call repair and maintenance services, including permanent asphalt-concrete patching and slurry seal Type II application, to address roadway maintenance needs throughout the City.

The scope of work included performing permanent asphalt repairs on:

- Small to medium-sized service trenches such as sewer and water cuts
- Failed asphalt areas in streets and alleyways
- The City's recently created 10' x 10' street rehabilitation program

- Repairs require cutting where applicable, removal of temporary backfill materials, excavation to a minimum six-inch depth, compaction, and full-depth asphalt-concrete replacement

In addition, the contractor would apply slurry seal Type II on designated roadways to address weathered surfaces and alligator cracking. Slurry work requires thorough surface preparation, including cleaning, crack sealing, and pre-treatment of failed areas, followed by the application of a polymer-modified asphalt emulsion and aggregate mix in accordance with industry standards.

The City received three (3) bids by the August 20,2025 deadline; these bids are summarized in Table 1 below.

Table 1: Bids Received	
Bidder	Bid
QA Contractors, Inc.	\$2,556,414.00
Arrow Drillers, Inc., DBA Arrow Construction	\$2,588,455.51
Witbro, Inc. DBA Seal Rite Paving and Grading	\$3,315,957.68

Following the bid closing, staff conducted a thorough review and evaluation of the submitted unit prices. During this process, it became clear that several of the bid line items represented work tasks or materials that were not essential to the City's core needs under this contract. To ensure fiscal responsibility while maintaining the ability to perform high-quality repairs, staff refined the scope by removing these less critical line items. This adjustment was intended to streamline the bid package, eliminate unnecessary costs, and focus resources on the services most critical to maintaining the City's streets, alleys, and utility trench repairs. Table 2 summarizes the line items that Staff proposes to remove for the second round of bidding.

Table 2: Items to be Removed from Work Scope	Approx Qty.	Proposed Amount
Emergency Concrete-Asphalt Patching plus CQS-1H Fog Seal, 20,000-100,000	100,000 (sf)	\$900,000
Emergency Saw Cutting	150 (lf)	\$4,500
Thermal Plastic Legends and Markers	400(sf)	\$6,400
Emergency Concrete-Asphalt Patching/Fog Seal, 000-499 SF	499 (sf)	\$17,465
Emergency Concrete-Asphalt Patching/Fog Seal, 500-699	699 (sf)	\$20,271
Emergency Concrete-Asphalt Patching/Fog Seal, 700-999	999 (sf)	\$26,973
Emergency Concrete-Asphalt Patching/Fog Seal, 1,000-19,999	19,999 (sf)	\$199,990
Total Potential Cost Reduction		\$1,175,599

Because the bids received were based on the original, more extensive scope of work, the revised bid structure is no longer consistent with the proposals submitted. In order to ensure a fair and competitive process, and to provide all potential bidders with the opportunity to respond to the updated and more focused scope, staff recommends that the City Council reject all bids at this time. Staff anticipates reissuing an RFP for the reviewed items. This approach will help ensure the City secures the most cost-effective pricing while continuing to meet its service and quality objectives. 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.

FINANCIAL IMPACT:

The cost associated with rebidding this project is expected to be minimal. For the initial solicitation, the City incurred \$1,163.50 in advertising expenses. With the re-advertising staff anticipates a similar expense, approximately doubling the original cost. Additional staff time required for the rebid will also be minimal, as the bid documents have already been prepared, published, and refined. Furthermore, staff has already identified the nonessential items to be removed in order to reduce overall project costs while maintaining the quality of work, which further streamlines the rebid process.

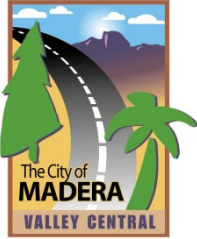
ALTERNATIVES:

As an alternative, Council may:

1. Deny the request to reject the bids received.
2. Reject the bids received and readvertise the project.

ATTACHMENTS:

Invitation for Bid (IFB) 202526-01 Asphalt Concrete Patching and Slurry Seal Type II Application On- Call Services and supporting documents can be found at:
<https://vendors.planetbids.com/portal/54016/bo/bo-detail/131943>.



REPORT TO CITY COUNCIL

Approved by:

Michael Lima, Director of Financial Services

Arnoldo Rodriguez, City Manager

Council Meeting of: October 15, 2025

Agenda Number: B-10

SUBJECT:

Piggyback purchase agreements for Fleet Division-related purchases

RECOMMENDATION:

Adopt a Resolution approving Sourcewell piggyback agreement with National Auto Fleet Group for the purchase of three replacement Police patrol vehicles for \$154,358.70

SUMMARY:

Appropriations for numerous pieces of equipment were included in the Fiscal Year (FY) 2025/26 Adopted Budget for the Fleet Replacement Fund (Org Unit 3065-0000), which Council approved on June 25, 2025. Included in those appropriations were funding for two Police Department patrol vehicle replacements. A third replacement is also needed due to a recent Police vehicle being totaled in an auto accident. Staff is proposing to purchase the vehicles from National Auto Fleet Group through a piggyback agreement with Sourcewell. Using a piggyback agreement for this purchase will save both time and cost that would otherwise be incurred should a stand-alone vehicle purchase Request for Proposals (RFP) be issued. Two of the three existing vehicles are expected to be taken out of service and disposed of through the City's surplus property process. The third vehicle is considered totaled and will be disposed of through a salvage company.

DISCUSSION:

Council approved Ordinance 996 C.S. on December 21, 2022, which amended the City's Municipal Code by adding Title II, Section 4 - Purchasing Procedures. This section allows the City to utilize piggyback purchasing procedures through the Procurement Services Manager to purchase supplies, equipment, or services without completing the City's bidding or proposal process. A piggyback contract can be executed via another entity's agreement when the items or services have already been bid by other governmental agencies or special cooperative agreements,

provided such contracts are the result of a competitive bidding process, that the competitive bidding process used and all terms and conditions are substantially the same as those used by the City, and that the competitive bidding process and terms and conditions contain a clause allowing piggybacking by other public agencies.

The Fleet Division purchases various commodities throughout the year for its daily operations, including vehicles, equipment, miscellaneous goods, and services. Because of the variety and quantity of procurements made by Fleet, the division is a natural fit to utilize the piggyback procurement process.

Staff recommends utilizing the Sourcewell piggyback purchase agreement to acquire three patrol vehicles for the Police Department from National Auto Fleet Group. These vehicles are anticipated to be model year 2026 Dodge Durango Pursuit, replacing similar model year 2019-2020 vehicles. Although the current vehicles may have relatively low mileage, they have undergone extensive use and experienced long idle times due to the need to power essential equipment, such as on-board computers, which places significant strain on the engines. Typically, Police Interceptors have a service life of approximately 6-7 years or 100,000 miles, making these replacements timely.

The third wrecked vehicle has been declared a total loss by the insurance company. It will also be replaced by a model year 2026 Dodge Durango Pursuit. It is a model year 2020 with approximately 74,924 miles. Cost of the replacement vehicle will be reimbursed by insurance minus the \$5,000 deductible to be paid by Police Department funds.

Since first responder vehicles are exempt from the new California Air Resources Board Advanced Clean Fleet Rule, these vehicles will be gasoline powered. National Auto Fleet Group is the designated dealer for the Dodge Durango Police Responders on the Sourcewell contract #091521-NAF ([National Auto Fleet Group: Contract 091521-NAF | Sourcewell](#)). Delivery lead times for these vehicles can vary from 6 to 12 months from receipt of purchase order.

FINANCIAL IMPACT:

The purchases under the recommended cooperative purchase agreement for the two replacement vehicles will be made from the Fleet Acquisition Fund (Org 3065-0000). Adequate appropriations were included in the Fiscal Year 2025/26 Adopted Budget for these purchases. The total cost of the two replacement vehicles is \$103,150.92. The replacement of the wrecked vehicle will come from the Insurance Reimbursement Fund (10901515-7000-FLEET) and be reimbursed by insurance. The \$5,000 insurance deductible will come from Police (10252000-6425). Cost of the replacement vehicle is \$51,207.78.

ALTERNATIVES:

As an alternative, Council may direct staff to prepare an RFP to solicit quotes from vendors per item or issue an RFP per item. Either scenario, while feasible, would require staff resources with no certainty that the prices obtained through this alternative process would be better than those obtained through piggybacking.

ATTACHMENTS:

1. Resolution approving Sourcewell piggyback purchase.

RESOLUTION NO. _____

**RESOLUTION APPROVING SOURCEWELL PIGGYBACK AGREEMENT WITH
NATIONAL AUTO FLEET GROUP FOR THE PURCHASE OF THREE POLICE
PATROL VEHICLES IN THE AMOUNT OF \$154,358.70**

WHEREAS, a piggyback contract can be executed via another entity's agreement when the items or services have already been bid by other governmental agencies or special cooperative agreements, provided such contracts are the result of competitive bidding, and that the competitive bidding process used and all terms and conditions are substantially the same as the City's competitive bidding process and terms and conditions; and

WHEREAS, the City Council ('Council') approved Ordinance 996 C.S. on December 21, 2022, which added Title II Section 4 Purchasing Procedures to City's Municipal Code; and

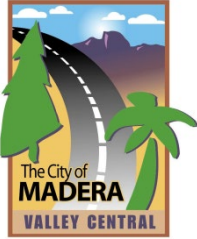
WHEREAS, Ordinance 996 C.S. allows the City to utilize piggyback purchasing procedures to purchase supplies, equipment, or services without completing the City's bidding or proposal process, from any supplier who offers the goods or services at the same or better price, terms, and/or conditions as the supplier previously offered to another public; and

WHEREAS, staff has conducted a due diligence and determined that a piggyback purchase through Sourcewell best meets the City's interests.

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

1. The above recitals are true and correct and are incorporated herein by this reference.
2. The Council finds that the use of piggyback purchases per the City's Municipal Code, Title II, Section 4 - Purchasing Procedures is appropriate, and is in the best interest of the City.
3. The Council approves the Sourcewell piggyback agreements for purchase of the three Dodge Durango patrol vehicles for \$154,358.70 from National Auto Fleet Group ([Sourcewell Contract 091521-NAF](#)).
4. The City Manager is authorized to enter into agreements(s) for each of the items listed above, consistent with the material terms of the Sourcewell agreements and California law, and subject to approval as to legal form by the City Attorney.
5. This Resolution shall take effect immediately upon its adoption.

* * *



REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, P.E., Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: October 15, 2025

Agenda Number: B-11

SUBJECT:

Colett-Martin Subdivision (Tract No. 24-S-02) Final Map and Improvement Agreement and Initiation of Annexation Proceedings into Landscape Maintenance District (LMD) Zone 51

RECOMMENDATION:

Staff recommends that the City Council:

1. Adopt Resolution:
 - a. Approving the Final Map for the Colett-Martin Subdivision.
 - b. Approving Improvement Agreement for the Colett-Martin Subdivision (Tract No. 24-S-02).
 - c. Authorizing staff to record the Final Map and Improvement Agreement.
 - d. Accepting the Dedication of Land for Public Use.
2. Adopt Resolution Initiating Proceedings Pursuant to the Landscaping and Lighting Act of 1972 for the Annexation of Property into City of Madera Landscape Maintenance District Zone of Benefit 51, to Review the Improvements and Assessments for Fiscal year 2026/27, and Setting a Public Hearing

SUMMARY:

On August 13, 2024, the City's Planning Commission approved Vesting Tentative Subdivision Map No. (TSM) 2022-02 for the Colett-Martin Subdivision (Project). The first Proposed Resolution relates to approval of the Final Map and the Subdivision Improvement Agreement (Agreement) for the Project. The second Proposed Resolution relates to initiation of proceedings for the annexation to the applicable LMD. Attachment 1 illustrates a Project Location Map.

DISCUSSION:

The Final Map for the Project has been checked and approved by the City Engineer. The Final Map substantially complies with the approved tentative map. Annexation of the Project into LMD Zone of Benefit 51 is one component of the project that must be approved prior to recordation of the Final Map.

Prior to recordation of the Final Map:

- Annexation of the Project into LMD Zone of Benefit 51 shall be completed. A second meeting to complete this process will be scheduled as part of this action.
- Annexation of the Project into the City's Community Facilities District (CFD) shall be completed through a separate action to be presented to the Council.
- All taxes shall be paid.
- Bonds and insurance requirements will be provided or as part of an encroachment permit application to construct off-site improvements in advance of the approval of the Agreement.
- Plan Check & Inspection Fees will be provided or as part of an encroachment permit application to construct off-site improvements in advance of the approval of the Agreement.

The Subdivider, KB Home South Bay Inc., a California Corporation, has signed a Petition (Including Consent and Waiver) Requesting Annexation LMD Zone of Benefit 51 (Attachment 2).

Pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15268(b)(3), approval of final subdivision maps is a ministerial action and is exempt from the requirements of CEQA.

FINANCIAL IMPACT:

Parcels within the subdivision will be responsible for participating in the cost of maintaining existing and proposed landscaping in City right-of-way, within the subject zone. As such, there are no financial impacts to the General Fund, unless future costs of landscape maintenance exceed that which cannot be recovered through the Proposition 218 process. Failure of a future Proposition 218 process would result in either a reduction of service, or a potential cost to the General Fund due to increased costs.

In addition to the LMD, this Subdivision will also be included in the CFD that is processed separately from the LMD. Including this subdivision in both districts assists in offsetting any impacts to the City's General Fund.

ALTERNATIVES:

Not approve one or more items associated with this Staff Report. If Council does not approve the Final Map, the execution of the Agreement and the annexation of the parcels into the existing LMD zone, it would result in the inability to record the Final Map and for the Subdivider to

complete the project. Disapproval will require the Council to make certain findings that specific conditions have not been met.

ATTACHMENTS:

1. Project Location Map
2. Petition (Including Consent and Waiver) Requesting Annexation LMD Zone of Benefit 51
Exhibit A – Legal Description
3. Final Map
4. Resolution – Approving Final Map and Agreement
Exhibit A – Improvement Agreement
Exhibit A – Legal Description
Exhibit B – Development Impact Fees
Exhibit C – Engineer’s Estimate
5. Resolution – Initiation of Proceedings for Annexation into Zone of Benefit 51
Exhibit A – Zone of Benefit 51 Location Map
Exhibit B – Property to be Annexed into Zone of Benefit 51 Diagram
Exhibit C – Assessment Amounts

Attachment 1

Project Location Map

LOCATION MAP



CITY OF MADERA
ENGINEERING DEPARTMENT
428 E. YOSEMITE AVE
MADERA, CA 93638

TRACT 24-S-02
Colett-Martin Subdivision

DR BY: RR
CH BY: _____
DATE: 9/23/25
SCALE: NTS
SHT 1 OF 1

Attachment 2

Petition (Including Consent and Waiver) Requesting
Annexation LMD Zone of Benefit 51



Built on
Relationships

#1 Customer-Ranked
National Homebuilder

**RE: Petition (Including Consent And Waiver) Requesting Annexation To
City of Madera Landscape and Lighting Maintenance District No. 51,
Colett-Martin Subdivision (Tract No. 24-S-02)**

Dear City Council of the City of Madera:

The undersigned landowner does hereby certify under penalty of perjury that the following statements are all true and correct:

1. The undersigned is authorized to represent the landowner identified below and is its designated representative to request and petition the City Council (the "Council") of the City of Madera (the "City") for annexation to City of Madera Landscape and Lighting Maintenance District No. 51 ("District No. 51") pursuant to the provisions of Landscaping and Lighting Act of 1972 ("Act"), commencing at California Streets and Highways Code section 22500 *et seq.*, and to authorize certain other consents and waivers contained herein. The boundaries of the territory to be annexed are described on Exhibit "A" hereto and by this reference incorporated herein.

2. The landowner hereby certifies that as of the date indicated opposite of the undersigned's signature, the landowner listed herein is the owner of the property within the proposed annexation boundary of District No. 51, (the "Property"), which Property's boundary is further described in Exhibit "A" hereto.

3. The landowner, pursuant to Sections 22607 and 22585 *et seq.* of the Act, hereby requests that proceedings be commenced:

(a) To annex the Property to District No. 51 for the purposes including the following:

- The installation or construction of public lighting, facilities, including, but not limited to, street lights;
- The installation or planting of landscaping, including, but not limited to, street trees, parkways, and median islands;
- The installation or construction of irrigation systems;
- Special amenities including, but not limited to, maintaining masonry walls, storm water holding ponds, and roundabouts; and
- The maintenance and servicing of any of the foregoing.

(b) To authorize the levy of assessments on the Property in accordance with the rate and method of apportionment of District No. 51 to finance the above-mentioned services, incidental expenses and fees; and

(c) To authorize the issuance of bonds for District No. 51 if applicable.

4. In accordance with the provisions of the Act, and specifically Section 22608 for annexation proceedings, resolutions, report, notices of hearing, and right of majority protest shall be waived with written consent of the owners of property within the territory to be annexed, the landowner (i) expressly waives the resolutions, report, notices of hearing, and right of majority protest, and consents to a public hearing and adoption of a Resolution by the City Council ordering annexation and levy of the Property; and (ii) expressly waives any requirement to have a ballot and majority protest proceeding per Government Code Section 53753 or as may be permitted by the Act.

6. The landowner expressly waives all applicable waiting periods for the election and waives the requirement for analysis, engineer's report, etc., and consents to not having such materials provided to the landowner, and expressly waives any requirements as to the form of the ballot.

8. The landowner acknowledges and agrees that the initial annual levy for the District No. 51, is currently \$7.40 per parcel, and that the levy may be adjusted by the City in the future consistent with the Act.

9. The undersigned warrants it is the owner of one hundred percent (100%) of the Property. The undersigned warrants that there are no liens or encumbrances on the Property in the favor of any lender, including but not limited to any deeds of trust, mortgages, leases, or liens of a similar nature.

11. The undersigned agrees to execute such additional or supplemental agreements as may be required by the City to provide for any actions and conditions under this petition, including any amount of cash deposit required to pay for the City's costs related to annexing into District No. 51.

12. The undersigned agrees to cooperate with the City, its attorneys and consultants and provide all information and disclosures required by the City regarding the assessment to purchasers of the Property or any part of it.

[Remainder of Page Intentionally Left Blank]



#1 Customer-Ranked
National Homebuilder

Built on
Relationships

IN WITNESS WHEREOF, I hereunto set my hand this 15th day of October 2025.

OWNER:

KB HOME SOUTH BAY,
A CALIFORNIA CORPORATION

By: 

Joseph Gendron,
Executive Vice President

The address of the above owner for receiving notices is:

To: 744 P Street, Suite 321
Fresno, CA 93721

With a copy to: 744 P Street, Suite 321
Fresno, CA 93721

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MADERA THIS
DAY OF _____, 2025.

Alicia Gonzales, City Clerk

EXHIBIT A

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

THE N 1/2 OF LOT 114 IN SECTIONS 12 AND 13, TOWNSHIP 11 SOUTH, RANGE 17 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO MAP ENTITLED "MILLER & LUX'S SUBDIVISION OF LANDS, AT MADERA, FRESNO COUNTY, CAL.", FILED AND RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF MADERA, STATE OF CALIFORNIA, FEBRUARY 2, 1895 IN VOL. 1 OF MAPS, AT PAGE 11.

TOGETHER WITH THE S 1/2 OF LOT 114 IN SECTIONS 12 AND 13, TOWNSHIP 11 SOUTH, RANGE 17 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO MAP ENTITLED, "MILLER & LUX'S SUBDIVISION OF LANDS AT MADERA, FRESNO COUNTY, CAL.", FILED AND RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF MADERA, STATE OF CALIFORNIA, FEBRUARY 2, 1895 IN VOL. 1 OF MAPS, AT PAGE 11.

TOGETHER WITH THAT PORTION OF LOT 115 OF MILLER & LUX'S SUBDIVISION OF LANDS, ACCORDING TO THE MAP ENTITLED, "MILLER & LUX'S SUBDIVISION OF LANDS AT MADERA, FRESNO COUNTY, CALIF.", FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MADERA COUNTY, CALIF., ON FEBRUARY 2, 1895 IN VOL. 1 OF MAPS, AT PAGE 11, SHOWN AS PARCEL 2 OF PARCEL MAP 666 FILED JANUARY 4, 1973 IN VOLUME 18 OF MAPS AT PAGE 104, OF THE COUNTY RECORDERS OFFICE OF THE COUNTY OF MADERA.

Attachment 3

Final Map

SUBDIVISION MAP OF TRACT NO. 24-S-02

A VESTING MAP
IN THE CITY OF MADERA, MADERA COUNTY, STATE OF CALIFORNIA
SURVEYED AND PLATTED IN SEPTEMBER, 2025
BY GATEWAY ENGINEERING, INC.
FOR
KB HOME
CONSISTING OF THREE SHEETS

RECORD TITLE INTEREST STATEMENT

THE UNDERSIGNED, BEING ALL PARTIES HAVING ANY RECORD TITLE INTEREST IN THE LAND WITHIN THIS SUBDIVISION, HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS MAP AND OFFER FOR DEDICATION FOR PUBLIC USE THE RIGHT-OF-WAY FOR ROAD PURPOSES; AND EASEMENTS SPECIFIED ON SAID MAP AS INTENDED AS PUBLIC UTILITIES EASEMENT FOR THE PURPOSES SPECIFIED THEREIN.

THE REAL PROPERTY DESCRIBED BELOW ARE DEDICATED AS EASEMENTS FOR PUBLIC PURPOSES:

- COLETT DRIVE, CARISSA WAY, STACY WAY, NEBRASKA AVENUE, DELLAVALLE VENUE AND KENNEDY STREET, DEDICATED AS AN EASEMENT TO THE CITY OF MADERA FOR PUBLIC STREET PURPOSES.
- PUBLIC EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF GAS LINES AND CONDUITS FOR ELECTRIC, TELEVISION AND TELEPHONE SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, AS SHOWN HEREON AND DESIGNATED AS "P.U.E" (PUBLIC UTILITIES EASEMENT)

KB HOME SOUTH BAY, INC., A CALIFORNIA CORPORATION

BY: _____ DATED: _____
JOSEPH GENDRON, EXECUTIVE VICE PRESIDENT,
SOUTH VALLEY

NOTARY ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA }
COUNTY OF _____ }

ON _____ BEFORE ME, _____, NOTARY PUBLIC, 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 _____ SIGNATURE _____
NAME _____
MY COMMISSION EXPIRES _____ COMMISSION NUMBER _____
COUNTY OF _____

RECORDER'S CERTIFICATE

DOCUMENT NO. _____
FILED THIS _____ DAY OF _____, 2025, AT _____ M. IN BOOK ____ OF MAPS, AT PAGE(S) _____, AND _____, MADERA COUNTY RECORDS, AT THE REQUEST OF PLACER TITLE COMPANY.
FEE: _____
REBECCA MARTINEZ, COUNTY RECORDER
BY: _____
DEPUTY

LEGAL DESCRIPTION

REAL PROPERTY IN THE CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THE N 1/2 OF LOT 114 IN SECTIONS 12 AND 13, TOWNSHIP 11 SOUTH, RANGE 17 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO MAP ENTITLED, "MILLER & LUX'S SUBDIVISION OF LANDS, AT MADERA, FRESNO COUNTY, CAL.", FILED AND RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF MADERA, STATE OF CALIFORNIA, FEBRUARY 2, 1895 IN VOL. 1 OF MAPS, AT PAGE 11.

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THIS PROPERTY IS SUBJECT TO THE FOLLOWING:

AN EASEMENT OVER SAID LAND FOR THE PURPOSE OF "30' ROAD RESERVATION NOT DEDICATED", AND INCIDENTAL PURPOSES AS SET FORTH ON PARCEL MAP FILED JANUARY 4, 1973, IN BOOK 18, PAGE 104 OF PARCEL MAPS.

DEDICATIONS AS SET FORTH AND SHOWN ON THE OFFICIAL MAP OF SAID SUBDIVISION AS FOLLOWS: STREET PURPOSES.

COMMUNITY FACILITIES DISTRICT (CFD) 2005-01, RECORDED AS DOCUMENT NO. _____

ON _____

COVENANT LANDSCAPE MAINTENANCE DISTRICT ZONE _____

RECORDED AS DOCUMENT NO. _____, ON _____

IMPROVEMENT AGREEMENT COLETT-MARTIN SUBDIVISION (TRACT NO. 24-S-02), RECORDED AS DOCUMENT NO. _____ ON _____, MADERA COUNTY OFFICIAL RECORDS

CITY OF MADERA CONDITIONS OF APPROVAL FOR TENTATIVE VESTING SUBDIVISION MAP 2022-02 APPROVED ON AUGUST 13, 2024

SURVEYOR'S STATEMENT

THE SURVEY FOR THIS MAP WAS MADE BY ME OR UNDER MY DIRECTION AND IS TRUE AND COMPLETE AS SHOWN.

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF COLETT ENTERPRISES, INC., ON APRIL 3, 2024. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE ONE YEAR OF THE DATE THIS MAP IS RECORDED OR ANY TIME EXTENSION APPROVED BY THE CITY ENGINEER. THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.



CASEY W. LOWRY, LS 8154

DATED: _____

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP, THAT THE SUBDIVISION SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE APPROVED TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF, THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

CITY ENGINEER KEITH B. HELMUTH, RCE 50192

DATED: _____

CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND THAT I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT.

CITY SURVEYOR GARY D. HORN RE 30501

DATED: _____

CITY CLERK'S CERTIFICATE

I, ALICIA GONZALES, CITY CLERK OF THE CITY OF MADERA, HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA, BY RESOLUTION NO. _____ ADOPTED AT THE MEETING OF SAID COUNCIL DULY CONVENED AND HELD ON THE _____ DAY OF _____, 2025, DID APPROVE THE WITHIN MAP, AND ACCEPTED ON BEHALF OF THE PUBLIC, SUBJECT TO CONSTRUCTION, ALL PARCELS OF LAND OFFERED FOR DEDICATION FOR PUBLIC USE IN CONFORMITY WITH TERMS OF THE OFFER OF DEDICATION. IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL OF SAID CITY THIS _____ DAY OF _____, 2025.

ALICIA GONZALES, MADERA CITY CLERK DATE _____

PLANNING COMMISSION CERTIFICATE:

I, WILL TACKETT, SECRETARY OF THE PLANNING COMMISSION, CITY OF MADERA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP, THAT THE SUBDIVISION SHOWN CONFORMS TO AND IS IN COMPLIANCE WITH THE APPROVED TENTATIVE MAP AND REQUIREMENTS IMPOSED BY THE CITY OF MADERA PLANNING COMMISSION AS A CONDITION TO THE ACCEPTANCE OF THE FINAL MAP.

DATED THIS _____ DAY OF _____, 2025.

WILL TACKETT, SECRETARY PLANNING COMMISSION, CITY OF MADERA

A VESTING MAP
IN THE CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA



SUBDIVISION MAP OF
TRACT NO. 24-S-02

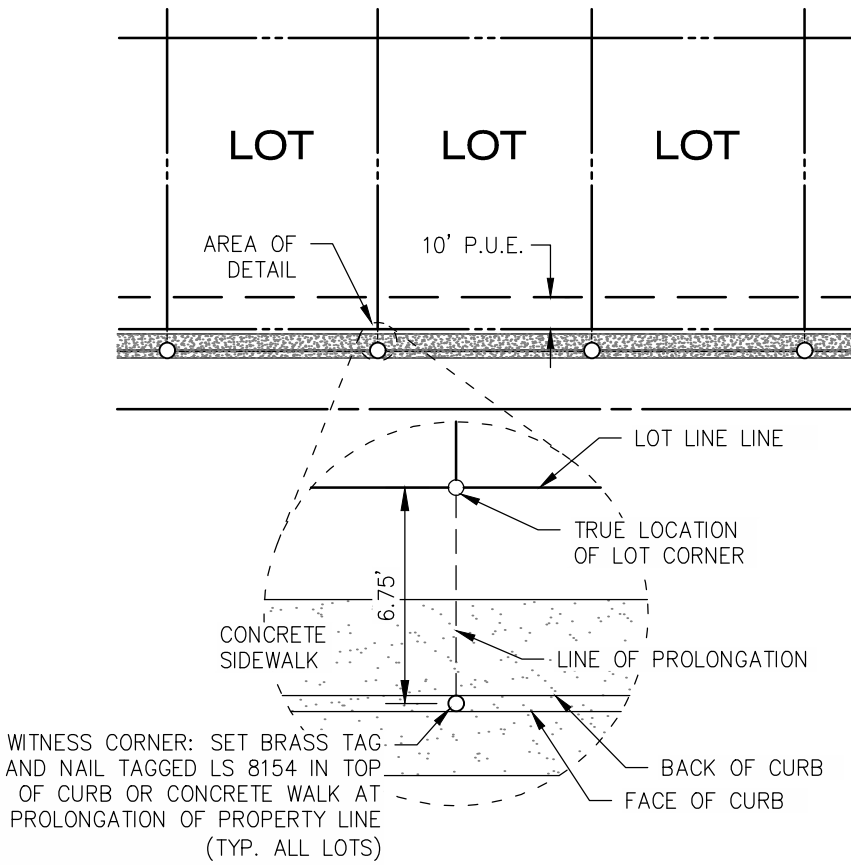
A VESTING MAP
IN THE CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CURVE TABLE			
CURVE #	DELTA	RADIUS	LENGTH
C1	0° 24' 09"	1975.00'	13.88'
C2	1° 27' 03"	1975.00'	50.01'
C3	1° 27' 07"	1975.00'	50.05'
C4	0° 43' 56"	1975.00'	25.24'
C5	1° 39' 47"	225.00'	6.53'
C6	12° 53' 16"	225.00'	50.61'
C7	14° 32' 21"	175.00'	44.41'
C8	10° 51' 33"	225.00'	42.64'
C9	3° 40' 48"	225.00'	14.45'
C10	14° 32' 24"	175.00'	44.41'
C11	14° 32' 21"	225.00'	57.10'
C12	14° 32' 21"	200.00'	50.75'
C13	14° 33' 03"	200.00'	50.79'
C14	0° 56' 17"	2025.00'	33.16'
C15	1° 59' 32"	2000.00'	69.55'
C16	2° 02' 43"	2000.00'	71.40'
C17	4° 02' 16"	2000.00'	140.94'
C18	4° 02' 16"	1975.00'	139.18'
C19	0° 56' 12"	2025.00'	33.11'
C20	8° 20' 48"	50.00'	7.28'
C21	38° 34' 33"	50.00'	33.66'
C22	38° 34' 33"	50.00'	33.66'
C23	30° 20' 36"	50.00'	26.48'
C24	21° 46' 16"	50.00'	19.00'
C25	4° 04' 15"	50.00'	3.55'
C26	25° 50' 31"	50.00'	22.55'
C27	115° 50' 31"	50.00'	101.09'
C28	14° 33' 03"	225.00'	57.14'
C29	0° 00' 38"	175.00'	0.03'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S44° 45' 42"E	17.73'
L2	N45° 12' 46"E	10.22'
L3	S44° 47' 14"E	10.22'
L4	N45° 13' 06"E	10.22'
L5	S42° 45' 46"E	10.36'
L6	S45° 13' 14"W	17.73'
L7	N44° 46' 46"W	17.73'
L8	S45° 45' 03"W	18.60'
L9	S43° 17' 27"E	19.04'
L10	S45° 14' 18"W	17.73'
L11	S45° 13' 56"W	18.71'
L12	S44° 46' 17"E	17.73'
L13	N45° 13' 17"E	17.59'
L14	N45° 13' 27"E	18.71'
L15	N89° 46' 33"W	32.97'
L16	S89° 47' 14"E	6.07'
L17	S89° 47' 14"E	7.61'

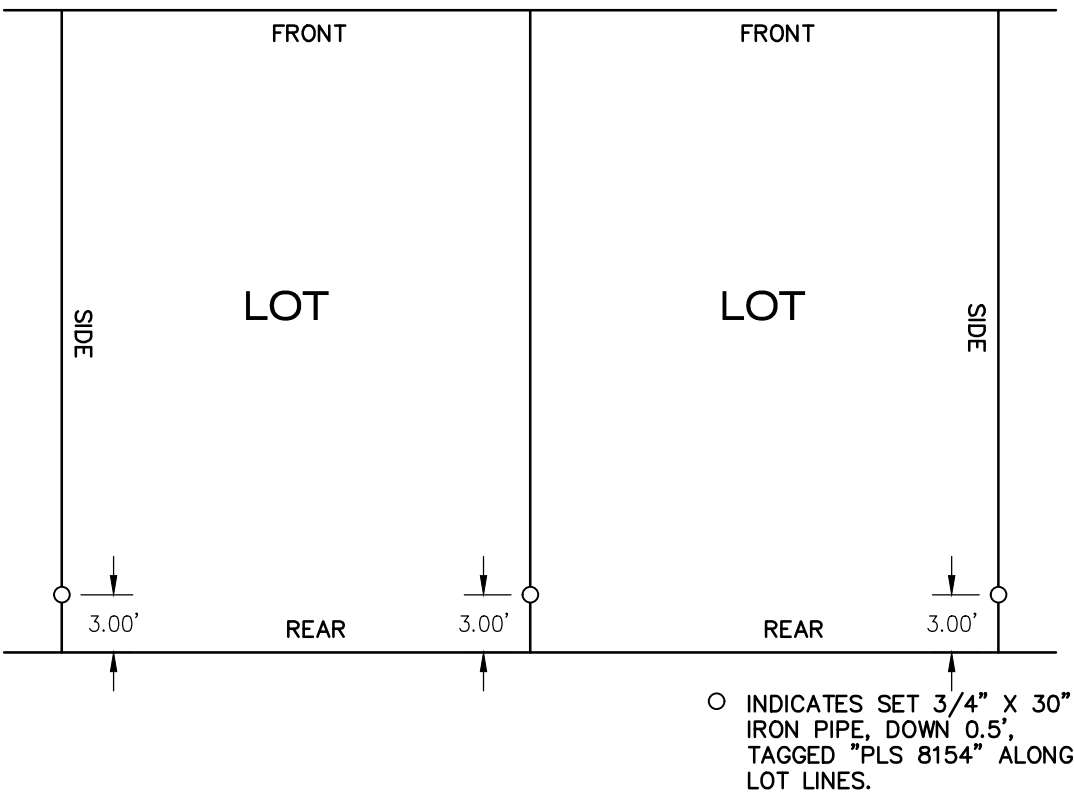
LOT AREA TABLE	
LOT #	AREA (SQ. FT.)
1	4867
2	4117
3	4117
4	4117
5	4117
6	4028
7	6562
8	8181
9	4604
10	4135
11	4135
12	4895
13	6083
14	5166
15	5084
16	4939
17	5576
18	5013
19	4580
20	4579
21	4712
22	5136
23	5735
24	5711
25	4693
26	5214

27	5213
28	5660
29	5660
30	5609
31	5212
32	5212
33	5212
34	5212
35	5212
36	5269
37	6607
38	4117
39	4117
40	4117
41	4118
42	4046
43	3903
44	4498
45	4945
46	4117
47	4118
48	4117
49	4118
50	4118
51	4119



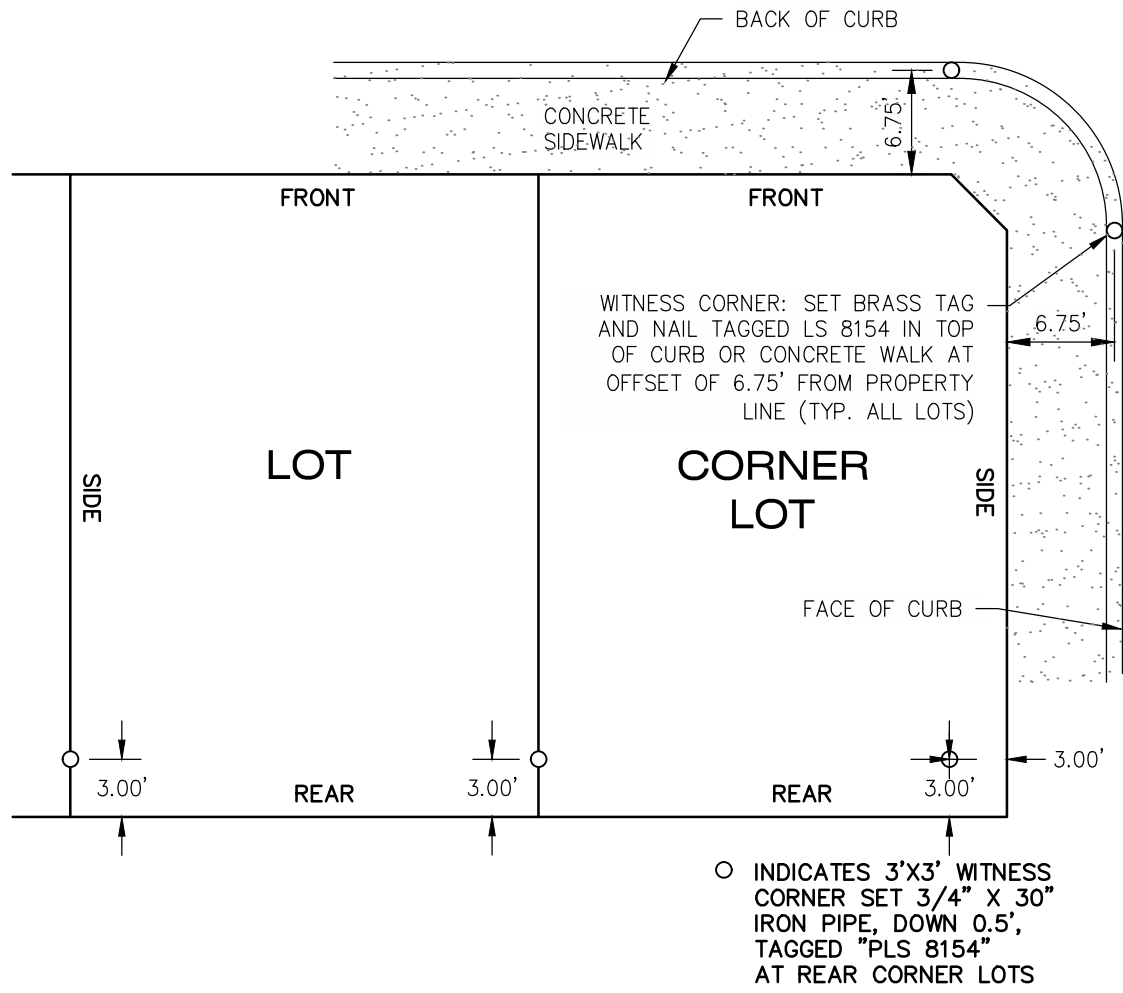
WITNESS CORNER DETAIL FOR FRONT LOT

NO SCALE



WITNESS CORNER DETAIL FOR REAR LOT

NO SCALE



WITNESS CORNER DETAIL FOR SIDE AND REAR CORNER LOT

NO SCALE

Attachment 4

Resolution
Approving Final Map and Agreement

RESOLUTION NO. 25-___

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, APPROVING THE FINAL MAP FOR THE COLETT-MARTIN
SUBDIVISION (TRACT NO. 24-S-02) AND IMPROVEMENT AGREEMENT
(AGREEMENT) AND ACCEPTING DEDICATIONS FOR PUBLIC USE**

WHEREAS, KB Home South Bay Inc., a California Corporation, (collectively “Subdivider”) has offered for approval a Final Map designated as Tract No. 24-S-02; and

WHEREAS, the Planning Commission on August 13, 2024, adopted a negative declaration consistent with Section 15070(a) of the California Environmental Quality Act for the Colett-Martin Subdivision as part of Vesting Tentative Subdivision (TSM) 2022-02; and

WHEREAS, the Final Map for the Colett-Martin Subdivision, prepared by Gateway Engineering, Inc., for Subdivider has been certified by the City Engineer that all provisions of the law and of Chapter 2 of Title 10 of the Madera Municipal Code have been complied with and that said subdivision as shown is substantially the same as it appears on the tentative map thereof heretofore approved by the Planning Commission of the City of Madera on August 13, 2024; and

WHEREAS, prior to the delivery of said map and prior to its recordation, the Owner and Subdivider of said subdivision shall enter into and execute an agreement between the City and said Owner and Subdivider for said subdivision which is on file in the office of the City Clerk entitled, “Improvement Agreement Colett-Martin Subdivision (Tract No. 24-S-02)”, wherein the Subdivider, in consideration of the approval of said map by the City and the acceptance by the City of the dedication of lands for public use therein contained, shall agree to construct and complete within the time specified in said Agreement all street and other improvements required of Subdivider under the provisions of Chapter 2 of Title 10 of the Madera Municipal Code relating to regulations and standards for the subdivision of lands in the City and the preparation of maps thereof, and such street or other improvements designated or mentioned in said Agreement and/or set forth in the plans and specifications for the improvements for the Colett-Martin Subdivision is on file in the office of the City Engineer; and

WHEREAS, Subdivider shall, and as a condition precedent to the recordation of said Final Map, furnish to the City and file with the City Clerk a good and sufficient improvement security in a form to be approved by the City Attorney, securing the faithful performance by said Subdivider of all work and the construction of all improvements designated as required in the Improvement Agreement, and also security in form to be approved by the City Attorney securing the payment by said Subdivider of all bills for labor and materials incurred in the construction of any and all said improvements, and the doing of all other work therein agreed to be done by said Subdivider, within the time therein specified, the amount of said improvement securities are to be not less than Three Million Six Hundred Ninety-Six Thousand Nine Hundred Ninety-Three Dollars and Forty Cents (\$3,696,993.40), equivalent to that of the Performance Security, Payment Security and Cash Deposit for Correction of Deficiencies combined; and

WHEREAS, Subdivider shall, and as a condition precedent to the recordation of said Final Map, furnish to the City and file with the City Clerk certificates or policies of public liability and property damage insurance as required in the Improvement Agreement.

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

1. The above recitals are true and correct and are incorporated by reference.
2. The Final Map for the Colett-Martin Subdivision (Tract No. 24-S-02) is approved.
3. The agreement entitled "Improvement Agreement Colett-Martin Subdivision (Tract No. 24-S-02)" for the construction of improvements for the Colett-Martin Subdivision is approved and attached as Exhibit "A." A copy of the Agreement shall be kept on file in the office of the City Clerk.
4. The Staff is authorized to record the Final Map and Agreement for the construction of improvements for the Colett-Martin Subdivision (Tract No. 24-S-02) subject to receipt of the bonds, insurance, and recordation of the annexation into Landscape Maintenance District Zone of Benefit 51 as required by the Agreement.
5. The dedication of lands for public use is accepted.
6. This resolution is effective immediately upon adoption.

* * * * *

Exhibit A

Improvement Agreement

RECORDING REQUESTED BY:

City of Madera

AFTER RECORDING RETURN TO:

City Clerk

City of Madera

205 W. 4th Street

Madera, CA 93637

Fee Waived Per Section 27383 & 27388.1(a)(2)(D) of the Government Code

**IMPROVEMENT AGREEMENT
COLETT-MARTIN SUBDIVISION
(TRACT NO. 24-S-02)**

THIS IMPROVEMENT AGREEMENT ("Agreement") is entered into this 15th day of October, 2025, (the "Effective Date") by and between the City of Madera, a municipal corporation of the State of California, hereinafter referred to as "City"; and KB Home South Bay, Inc., a California Corporation, hereinafter referred to as "Subdivider" or "Owner" (individually a "Party" and collectively the "Parties").

RECITALS

- A. Owner has filed with City a certain subdivision map of a proposed division of land known as SUBDIVISION MAP OF TRACT NO. 24-S-02, recorded _____, in Book ___, Pages ___ through ___, recorded as document no. _____ Madera County records, situated in the City of Madera, County of Madera, State of California (the "Subject Property") owned by Owner, located within the corporate limits of the City, and more particularly described as set forth in Exhibit "A." A copy of said Vesting Tentative Tract Map No. 2022-02 ("Tentative Map") is on file with the City Clerk.
- B. The City has conducted the appropriate environmental review of the proposed subdivision; the Planning Commission has determined the proposed subdivision is consistent with the City's general plan in that the land use is compatible with the objectives, policies, general land uses, and programs specified in such a plan; and the Planning Commission has recommended approval of the proposed Tentative Map as conditioned.
- C. City requires as a condition precedent to the acceptance and approval of the Final Tract Map the dedications or deeds of such streets, highways, and public places for all areas delineated on said map for street and other public purposes as required under the Madera Municipal Code, this Agreement, and the Tentative Map.
- D. Owner is required to construct certain street, utility, and public improvements within

the boundaries of said Final Tract Map. Owner shall, at the Owner's own cost and expense, construct all of the improvements, mentioned, all in accordance with and to the extent and as provided in those certain plans entitled, "Improvement Plans for Tract No. 24-S-02 Colett-Martin Subdivision," as approved by the City Engineer and on file with the City Engineer of the City of Madera and the City of Madera Plans and Specifications, as amended. Said work shall include but shall not necessarily be limited to, all of the following: asphalt concrete paving, aggregate base, concrete curb and gutters, sidewalks, water and sewer mains, water and sewer services, storm drainage facilities, street lights, fire hydrants, gas, electric and communication lines, landscape district improvements, implementation of any and all Best Management Practices (BMP's) as outlined in the City's Storm Water Quality Management Program and Storm Water Pollution Prevention Plan on file in the office of the City Engineer, implementation of any and all BMP's to prevent the infiltration of storm water into the City's sanitary sewer collection system, and all other work, improvements or construction required by or mentioned in the above referenced plans and specifications and all appurtenances reasonably necessary to complete the aforementioned improvements. Except for streets not having direct residential access, installation of sidewalks may be deferred and constructed with residential development subsequent to the acceptance of the subdivision improvements so long as each and every house has an ADA accessible route to a collector or arterial adjacent to the subdivision prior to occupancy of any house.

- E. Reference is made hereby to (a) that certain subdivision map entitled, "Subdivision Map of Tract No. 24-S-02," (b) improvement construction plans, (c) those certain specifications on file in the office of the City Engineer entitled, "City of Madera Standard Plans and Specifications," and (d) "Madera Irrigation District Standards," as may be applicable this project, for a more particular description of the work and improvements generally outlined in this Agreement. Said subdivision map, plans and specifications referred to in this paragraph are hereby incorporated herein and made a part of this Agreement by reference thereto.
- F. Owner desires and agrees to complete the improvements and subdivide the Subject Property through the Subdivision Map Act process.
- G. City Council approval of said Final Tract Map to divide the property and acceptance of the dedications therein offered are subject to and on the condition precedent that Owner first enter into and execute this Agreement with the City and provide the City with all other things as required herein and/or as required by the City.
- H. Recordation of said Final Tract Map to divide the property therein offered are subject to and on the condition precedent that Owner first provide the City with such bonds, improvement securities, monies, insurance and Homeowners Association as required herein and/or as required by the City.

AGREEMENT

In consideration of the approval of the foregoing recitals which are made a substantive part of this Agreement and in consideration of the approval of the above-mentioned Final Tract Map by City for filing and recording as provided and required by law, Subdivider/Owner and City do hereby mutually agree as follows:

ARTICLE I. GENERAL PROVISIONS

A. AGREEMENT

This Agreement is entered into pursuant to California Government Code Section 66410 *et seq.* ("the Subdivision Map Act"), and Section 10-2.701 *et seq.* of Chapter 2 of Title X of the Madera Municipal Code. The provisions of this Agreement and the improvements to be constructed as required by the Subdivision Map Act and this Agreement are necessary and proper to safeguard and serve the public health, safety and welfare.

B. DEFINITIONS

Wherever used in the Agreement, the following words and phrases shall have the meaning herein given, unless the context requires a different meaning:

1. "Engineer" shall mean the City Engineer of the City of Madera, or duly authorized representative.
2. "Inspector" shall mean the City Engineer of the City of Madera, or his duly authorized representative.
3. "Standard Specifications" shall mean the City of Madera Standard Specifications, including attached details and amendments thereto.
4. "Division" shall mean and include the real property shown and described on the subdivision map as being divided into parcels, including street areas of adjacent existing public streets to the center lines thereof.
5. "Improvements" shall mean all work and improvements, including those depicted or required on the plans for the Final Map, which may include plans relating to sewer, water, streets, storm drainage, street lighting, concrete, paving, fencing, landscaping, irrigation, grading, and traffic signals.

C. DEVELOPMENT FEES

1. Development Impact Fees: Owner is obligated to pay all Development Impact Fees for sewer, wastewater treatment plant, water, storm drainage, parks, administrative, fire, general government, police, public works, streets, transportation and traffic signals in the amounts shown in the City's Master Fee Schedule, section "Development Impact Fees" on Exhibit "B" attached hereto and incorporated by reference. The impact fees shall be paid at time of application for each individual building permit in accordance with the fees in

place at the time of application.

2. Other Fees: In addition, Owner is obligated to pay plan check, improvement inspection, grading permit, building permit, encroachment permit, and similar miscellaneous fees as well as drainage and other utility fees required under the Madera Municipal Code and any resolution establishing fees and charges.
3. Fee Adjustments:
 - a) Development Impact Fees - In the event impact fees are updated as a result of recommendation included within any future Development Impact fee Study Report, Owner shall pay those adjusted fees with each building permit secured following adoption of said fees by the City Council.
 - b) Other Fees - In the event the improvements are not completed as set forth in Article II, Section D of this Agreement and an extension is secured by Owner, the City reserves the right to adjust the fees to those prevailing at the time of construction.

D. INDEMNIFICATION

Indemnity for Professional Liability: When the law establishes a professional standard of care for Owner's activities to the fullest extent permitted by law, Owner 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 Owner (and its Subcontractors), are responsible for such damages, liabilities and costs on a comparative basis of fault between the Owner (and its Subcontractors) and the City in the performance of professional activities 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, Owner 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 Owner or by any individual or City for which Owner is legally liable, including, but not limited to officers, agents, employees, or subcontractors of Owner, except when caused by the active negligence, sole negligence, or willful misconduct of City.

E. INSURANCE

Prior to the recordation of the Final Map, Owner or Owner's contractors shall furnish to City satisfactory evidence of an insurance policy written upon a form and by a company which meets with the approval of City insuring City and the City Engineer, their officers, agents and employees against loss or liability which may arise during the work or which may result from any of the work herein required to be done, including all costs of defending any claim arising as a result thereof. The minimum limits of such policy shall be in the amount of Five Million Dollars (\$5,000,000.00) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. The general liability policies shall be primary and shall not seek contribution from the City's coverage and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that Owner or its contractors and City and the City Engineer, their officers, agents and employees shall be additional insureds under such policies. An endorsement providing completed operations coverage for the additional insured, ISO form CG 20 37 (or equivalent), is also required. Any policy required by the Encroachment Permit shall include coverage for underground explosion and collapse. Said policy shall state by its terms and by an endorsement that said policy shall not be canceled until City shall have had at least thirty (30) days' notice in writing of such cancellation.

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.

F. NOTICE OF COMPLETION

The offers of dedication made on the Subdivision Map shall remain open but will not be accepted by the City until the City Council accepts the Improvements and authorizes the recording of a Notice of Completion. The City may accept such offers in its sole discretion at any later date without further notice to Owner. Until such time as City formally accepts the Improvements and any lands, rights of way or easements, Owner shall be responsible to maintain such lands, rights of way, easements and improvements in a safe condition and good repair.

Owner agrees that the use of any or all streets and improvements specified in this Agreement shall be at all times, prior to the final acceptance of the subdivision by City, at the sole and exclusive risk of Owner, and the issuance of any occupancy permits by City for dwellings located within the subdivision shall not be construed in any manner to be an acceptance or approval of any or all of the streets and improvements in the subdivision, or that stage of development of the streets and improvements represented by their condition at the time of issuance of any occupancy permits, or any stage of their development

reached during the period commencing with the issuance of any occupancy permit and terminating upon the final acceptance of the tract.

G. BONDS AND OTHER SECURITY

Prior to recording the Final Map, or unless otherwise indicated, Owner shall furnish to the City performance guarantees as provided herein. Bonds or other security instruments shall be maintained in full force and effect during the term of this Agreement and may be released, in whole or in part, only upon the written approval of the City Engineer whose actions shall be reasonable and consistent with the provisions of this Agreement. Owner shall provide the following as security:

1. Performance Security. Owner shall provide to City performance security in an amount no less than Two Million Four Hundred Forty-Eight Thousand Three Hundred Forty Dollars and Zero Cents (\$2,448,340.00) which amount is equal to one hundred percent (100%) of the total estimated cost of all required work to be completed as required in this Agreement. Said performance security shall be in the form of (i) a letter of credit, from a bank insured by FDIC, (ii) a performance bond issued by a surety authorized to conduct business in the State of California, (iii) or cash. All required securities must be in a form approved by City's attorney.
2. Payment Security. Owner shall provide to City payment security in an amount no less than One Million Two Hundred Twenty-Four Thousand One Hundred Seventy Dollars and Zero Cents (\$1,224,170.00) which amount is equal to fifty percent (50%) of the estimated cost of all required work to secure payment to the contractor, his or her subcontractors, and persons renting equipment or furnishing labor or materials for such improvements. Said amount shall be determined by the City Engineer at the time such payment security is due when a successor in interest acquires fee simple interest in any portion of the property. Said payment security shall be in the form of (i) a letter of credit, from a bank insured by FDIC, (ii) a performance bond issued by a surety authorized to conduct business in the State of California, (iii) or cash. All required securities must be in a form approved by City's attorney.
3. Warranty Security. Owner shall remedy any defective work, labor or materials related to the Improvements, and shall pay City for any damage to the Improvements resulting therefrom, which occur within a period of one (1) year from the date of acceptance of the Improvements by the City. To ensure Owner complies with these obligations, on acceptance of the required work by the City Engineer, warranty security in the amount of the ten percent (10%) of the estimated cost of all required work shall be furnished to City in an amount no less than Two Hundred Forty-Four Thousand Eight Hundred Thirty-Four Dollars and Zero Cents (\$244,834.00). The warranty security shall serve as a guarantee

and warranty of the work for a period of one (1) year following acceptance against any defective work, labor or materials. The warranty security shall be released, less any amount required to be used for fulfillment of the warranty, one (1) year after final acceptance of the Improvements required under this Agreement.

H. MATERIALS AND LABOR

Owner and its contractors and subcontractors shall pay for any materials, provisions and other supplies or items used in, upon, for or about the performance of the work contracted to be done, and for any work or labor thereon of any kind and for amounts due under the Unemployment Insurance Act of the State of California, with respect to such work or labor, and shall file with the City pursuant to section 3800 of the Labor Code a Certificate of Worker's Compensation and shall maintain a valid policy of Worker's Compensation Insurance for the duration of the period of construction or provide under penalty of perjury a satisfactory demonstration of exemption from coverage.

I. LIGHTING AND LANDSCAPING DISTRICT

The Owner agrees to complete annexation to or establishment of a Lighting and Landscaping District Zone of Benefit 51 pursuant to California Streets and Highway Code section 22500, *et. seq.*, and to maintain lighting and publicly landscaped areas until the City formally accepts the Improvements which are the subject of this Agreement. Prior to release and recordation of the Final Map, Owner shall, at Owner's sole cost and expense, submit to City all engineering reports, assessment data, and updated maps necessary to cause the Subject Property, to be annexed into Zone of Benefit 51 of the City of Madera Landscape Maintenance District. The annexation of the property into Zone of Benefit 51 shall be considered for recording concurrently with the City Council's consideration and approval of the Final Map. If annexation into Zone of Benefit 51 is not possible for any reason, the Owner shall cooperate with the City in forming a new Zone of Benefit or identification of another existing zone into which this subdivision can be annexed.

J. EASEMENTS

Owner shall grant City an easement for maintenance, repair or reconstruction of any water main or sewer main or other City-operated improvement which is constructed outside a dedicated public street.

K. FAILURE OF PERFORMANCE; ATTORNEY'S FEES

In addition to any other remedies provided in this Agreement or by law, in the event Owner fails to perform one or more of the covenants or conditions of this Agreement, City shall have recourse to the security given to guarantee the performance of such acts. City may do, or cause to be done, those acts required of Owner, and shall have recourse against

so much of the security as is necessary to discharge the responsibility of Owner. In the event City seeks recourse against a security, City shall also have recourse against Owner for any and all amounts necessary to complete the obligations of Owner in the event the security is insufficient to pay such amounts. All administrative costs, including reasonable attorney's fees pursuant to Gov. Code, § 66499.4 incurred by the City, in addition to the costs of the Improvements, shall be a proper charge against the security and Owner.

In the event it becomes necessary for either party to bring an action with respect to enforcement of the provisions of this Agreement, or the security therefor, the prevailing party in such action shall be awarded reasonable costs and attorney's fees as may be determined by the Court.

L. TIME OF THE ESSENCE

Time is of the essence of this Agreement, and the same shall bind and inure to the benefit of the parties hereto, their successors and assigns.

M. SUCCESSORS AND ASSIGNS; COVENANT RUNNING WITH LAND

This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the respective parties. It shall be recorded in the Official Records of the County of Madera concurrently with final map of the Subdivision and shall constitute a covenant running with the land and an equitable servitude upon the real property in the Subdivision.

N. INTEGRATION; INCORPORATION OF EXHIBITS

This Agreement is an integrated agreement, and includes the documents referenced herein and its Exhibits, which are included herewith and made a part of this Agreement. The Final Map has been recorded separately, and a copy is on file with the City Clerk. This Agreement supersedes all prior negotiations, representation, or agreements, whether written or oral.

O. CONDITIONS OF APPROVAL

Owner shall comply with all conditions of approval set forth in TSM 2022-02 approving the Tract Map as adopted on August 13, 2024 by the Planning Commission, including the requirements and conditions of the City Engineer, and all specifications or requirements set forth on the Final Map, all of which are on file with the City Clerk.

P. COMPLIANCE WITH LAW

In performing obligations set forth in this Agreement, Owner shall comply with all applicable laws, regulations, and rules of all local, state and federal governmental agencies having jurisdiction including, without limitation, applicable federal and state labor

standards and environmental laws and regulations. Owner shall comply with the codes or ordinances of the City including the Madera Municipal Code and Building Codes.

Q. PREVAILING WAGES

Owner shall be required to comply with California Labor Code prevailing wage requirements for work required under this Agreement. Owner shall: (i) be required to pay, and shall cause its contractor and subcontractors to pay, prevailing wages for the construction of those specific Improvements for which Owner receives credits or reimbursements, if any, and those Improvements, if any, that are "public works" under Chapter 1, Part 7, Division 2 of the California Labor Code, including Section 1720(a); and (ii) comply with any applicable provisions of California Labor Code Sections 1720 *et seq.* and implementing regulations of the Department of Industrial Relations. Owner shall or shall cause its contractor and subcontractors to keep and retain such records as are necessary to determine that prevailing wages have been paid as may be required by law. During the construction of the Improvements, if any, Owner shall, or shall cause its contractor to, post at the Subject Property the applicable prevailing rates of per diem wages. As required by Section D of this Agreement, Owner shall indemnify, hold harmless and defend (with counsel reasonably acceptable to the City) City against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including Owner, its contractors and subcontractors) to pay prevailing wages as required by law or to comply with the other applicable provisions of California Labor Code Sections 1720 *et seq.* and the implementing regulations of the Department of Industrial Relations in connection with construction of any Improvements, if any, that are public improvements.

R. ENFORCEMENT OF OBLIGATIONS

City may enforce this Agreement in any manner available at law or in equity, including, but not limited to, reversion to acreage.

S. LIMITATIONS OF LEGAL ACTS

Except as provided by the following subsection entitled "Attorney's Fees and Legal Expenses," in no event shall the City, or its officers, agents or employees, be liable in damages for any breach or violation of this Agreement, it being expressly understood and agreed Owner's sole legal remedy for breach or violation of this Agreement by City shall be a legal action in mandamus, specific performance or other injunctive or declaratory relief to enforce the provisions of this Agreement.

T. ATTORNEY'S FEES AND LEGAL EXPENSES

If either party is required to commence any proceeding or legal action to enforce or interpret any term 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. For the purposes of this Agreement, "attorneys' fees" and "legal expenses" include, without limitation, paralegals' fees and expenses, attorneys, consultants fees and expenses, expert witness fees and expenses, and all other expenses incurred by the prevailing party's attorneys in the course of the representation of the prevailing party in anticipation of and/or during the course of litigation, whether or not otherwise recoverable as "attorneys' fees" or as "costs" under California law, and the same may be sought and awarded in accordance with California procedure as pertaining to an award of contractual attorneys' fees.

U. OBLIGATION RUNNING WITH LAND

This Agreement shall burden the Subject Property described and constitute a covenant running with the land in favor of and for the benefit of City which shall be binding upon the successors, transferees, and heirs of Owner. Owner consents to the recordation of this Agreement with the Madera County Recorder.

V. 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.

W. SUBORDINATION

Owner hereby warrants that any and all parties having record title interest in the Final Map which may ripen into a fee have subordinated to this Agreement and all such instruments of subordination, if any, are attached hereto and made a part of this Agreement.

X. NO ASSIGNMENT

No assignment of this Agreement or of any duty or obligation of performance hereunder shall be made in whole or in part by Owner without the written consent of City.

Y. CAPTIONS

Section, paragraph and other captions or headings contained in this Agreement are inserted as a matter of convenience and for reference, and in no way define, limit, extend or otherwise describe the scope or intent of the Agreement or any provision hereof and shall not affect in any way the meaning or interpretation of this Agreement.

Z. AMBIGUITIES OR UNCERTAINTIES

Any ambiguities or uncertainties herein shall be equally and fairly interpreted and construed without reference to the identity of the Party or Parties preparing this Agreement, on the express understanding and agreement the Parties participated equally in the negotiation and preparation of the Agreement or have had equal opportunity to do so. Accordingly, the Parties hereby waive the benefit of California Civil Code §1654 and any successor or amended statute, providing that in cases of uncertainty, language of a contract should be interpreted most strongly against the Party who caused the uncertainty to exist.

AA. SEVERABLE PROVISIONS

The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision in this Agreement shall not affect the validity or enforceability of the other provisions, which shall remain in full force and effect.

BB. RELEASE OF CONDITIONS

The conditions and obligations of this Agreement shall remain in full force and effect until such time as City Engineer issues a written release finding the conditions and obligations of this Agreement have been fully satisfied and are no longer required for public health and safety reasons and thereafter records such release with the Madera County Recorder.

CC. PIPES AND MONUMENTS

All pipes and monuments shown on the final subdivision map hereinafter referred to which are destroyed or displaced during construction operations shall be replaced by Subdivider at the time of the final inspection of the Improvements hereunder by City.

DD. OWNERSHIP OF IMPROVEMENTS

It is agreed that title and ownership of any public improvements constructed hereunder by Subdivider shall vest absolutely in City upon completion and acceptance of such Improvements by City.

EE. RELEASE OF BONDS AND SECURITIES

The release of bonds and securities called for herein shall not occur until: (1) the work provided for in this agreement and more specifically described in the plans and specifications herein referred to, is approved and accepted by the City Engineer; and (2), work not in conformance with said plans and specifications is removed from the project site to the satisfaction of the City Engineer.

FF. SUBDIVIDER NOT A CITY AGENT OR EMPLOYEE

It is mutually understood and agreed that neither Owner nor any of Owner's agents, contractors, or subcontractors are or shall be considered to be agents or employees of the City of Madera in connection with the performance of Owner's obligations under this Agreement.

GG. DEPOSIT FOR CORRECTION OF DEFICIENCIES

In addition to the improvement security hereinabove referred to, Subdivider shall concurrently deposit with the City not less than 1% of engineer's estimate in an amount no less than Twenty-Four Thousand Four Hundred Eighty-Three Dollars and Forty Cents (\$24,483.40), which may be used at the discretion of the City to correct deficiencies and conditions caused by Subdivider or Subdivider's contractors during or after construction of the subdivision. Any unexpended amount thereof will be returned to Subdivider when all other bonds or improvement securities are released.

HH. REIMBURSEMENTS/FAIR SHARE CONTRIBUTIONS DUE FROM SUBDIVIDER

The Subdivider hereby agrees to the following reimbursements or fair share contributions to be paid prior to the recordation of the final map for Colett-Martin Subdivision Tract No. 24-S-02 as noted herein below:

1. The developer shall reimburse its fair share cost to the City for the previously constructed water main along the entire project frontage on North D Street.
2. The developer shall reimburse its fair share cost to the City for the previously constructed sewer main along the entire project frontage on North D Street.

II. REIMBURSEMENTS TO BE PROVIDED TO SUBDIVIDER

In consideration of public improvements constructed through plans prepared by Gateway Engineering, Inc., for Colett-Martin Subdivision (Tract No. 24-S-02), the City agrees to reimburse the Owner reasonable costs for construction of the following public improvements:

1. Adell Street
 - (i) Street Construction – Based on future ultimate street cross section, half of center turn lane and one eastbound lane (18-feet total) fronting the project, are eligible for reimbursement through the City's Impact Fee Program, subject to the availability of funds.

Those portions of improvements that are not constructed to ultimate standard are not eligible for reimbursement.

- (ii) Water Main Construction – The oversize component of approximately 538 linear feet of a 12-inch water main (difference in cost between 12-inch pipe and 8-inch pipe) of the construction of this line is considered reimbursable through the City's Development Impact Fee Program, subject to the availability of funds.

2. North D Street

- (i) Storm Drain Pipe Construction – The construction of approximately 1104 linear feet of 42-inch storm drain pipe and the construction of approximately 52 linear feet of 18-inch storm drain pipe is considered reimbursable through the City's Development Impact Fee Program, subject to the availability of funds.

3. Adell Street and North D Street Intersection

- (i) Traffic Signal – Installation of traffic signal pole, less signal mast arm including all related pull boxes and conduit with said pole on the southeast corner of the intersection is considered reimbursable through the City's Development Impact Fee Program, subject to the availability of funds.

JJ. TERMS OF REIMBURSEMENTS TO BE PROVIDED TO OWNER

The following terms shall apply to any and all reimbursements to be provided to Owner.

- i. City agrees to reimburse Owner the City's proportionate share of the cost of improvements as determined by the City Engineer at his sole discretion and whose decision shall be final and as set forth below. At the discretion of the City Engineer any reimbursements shall be in the form of credits toward storm drainage, water main, water well, and street impact fees or from the collection of storm drainage, water main, water well and street impact fees or connection fees as applicable from other developments using said facilities as said fees are collected or a combination thereof. City shall not reimburse any expenses beyond the actual and reasonable cost of installing the improvements. All reimbursements are subject to the conditions precedent that the Owner shall have

submitted a financial statement within ninety (90) days of the City's acceptance of the improvements, showing evidence of the actual cost of the improvements described in this agreement. Evidence shall be provided in the form of receipted bills, canceled checks and/or construction contracts. Failure to timely submit evidence shall void the reimbursement agreement as to any items not timely submitted or not supported by such evidence. Any cost to be reimbursed for administration or overhead shall not exceed the usual and customary cost for such expenses in the industry, and in no event shall they exceed fifteen percent (15%). Such cost shall be determined in the sole discretion of the City Engineer. City agrees to reimburse Owner for the cost of interest in accordance with Government Code Section 66485. The interest begins to accrue at the time of City's acceptance of the improvements. The interest rate to be paid is the interest rate that the City pays at the time of the City's acceptance of the improvements when the City borrows money in accordance with Madera Municipal Code section 10-8.12(C).

- ii. City does not guarantee reimbursement, where reimbursements are made from impact fees or connection fees as those fees are collected. The City shall have no responsibility for the delivery of the funds collected hereunder to Owner and only agrees to hold said funds collected and to make payment as directed by Owner upon contact by City. City will contact Owner within ninety (90) days of collection of funds at the address as specified in this agreement or as may thereafter be provided in writing to the City Clerk of the City. City shall have no obligation to locate or determine the true address of Owner other than the addresses provided under this Agreement. If no contact has been made at the address provided under this Agreement, City shall hold such funds collected hereunder for a period of one (1) year. Undistributed funds shall then be paid into the appropriate Impact or Connection Fee fund and all responsibilities and liabilities of City shall terminate. City cannot and does not pledge itself in advance that such charges will be collected or that they are valid or that there will be proceeds for reimbursement, but only that pursuant to this agreement City will, as a condition precedent to the issuance of permits for the development of such properties, levy such charges. Owner acknowledges that impact fees may be used to reimburse other developers based on a first in time payment process and additionally, may be pledged for the payment or

repayment of other improvements to be constructed by or for City in advance of reimbursement to Owner. In no event shall reimbursement exceed the Subdivider's cost of construction as adjusted by the Engineering News Record Construction Cost Index (CCI) as determined by the City Engineer based upon duly verified records submitted to the city within 90 days from the completion of such facilities and approved by the City Engineer. For the purpose of determining the adjustment in the CCI, the time begins upon acceptance of improvements by City Council after execution of the Agreement.

KK. ASSIGNABILITY OF AGREEMENT

This Agreement shall not be assignable by Owner without the express written consent of City. Subject to the limitations on assignment, this Agreement shall inure to the interest of the Parties hereto.

LL. VENUE

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Madera County, California.

MM. ACKNOWLEDGEMENT OF CONTENT

Each Party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both City and Owner.

ARTICLE II. CONSTRUCTION REQUIREMENTS

A. STANDARD SPECIFICATIONS

All of the work and improvements and materials shall be performed, installed and provided in strict accordance with the City of Madera Standard Specifications incorporated herein by this reference, as though set forth in full. All of said work and improvements shall also comply with the requirements of the Madera Municipal Code. In case there are not any Standard specifications of the City for any said work, it is agreed that the same shall be done and performed in accordance with the standards and specifications of the State of California, Department of Transportation. All of said work and improvements and materials

shall be done, performed and installed under the supervision of the City Engineer, under whose direction the work shall be inspected as it progresses.

Any work required under this Agreement shall also be performed, installed and provided in accordance with the standards of the State Water Resources Control Board, State Regional Water Quality Control Board, San Joaquin Unified Air Pollution Control District and those of other agencies identified in the Tentative Map Conditions of Approval insofar as they apply.

Until final acceptance of the Improvements, Owner shall give prominent and adequate warning to the public of each and every dangerous condition that may exist in the Subdivision and shall take all reasonable actions to protect the public from any such dangerous condition.

B. SCOPE OF IMPROVEMENTS

The work and Improvements, including those depicted or required on the plans for the Final Map, which may include plans relating to sewer, water, streets, storm drainage, street lighting, landscape and irrigation, grading, traffic signals, etc., as well as those required by Conditions of Approval (herein collectively referred to as "Improvements") are incorporated by reference and made a part of this Agreement.

C. APPROVED PLANS

Notwithstanding the fact that Owner's plans and specifications have been approved by the City, and that completion of the work and other acts are subject to approval of the City, it is understood and agreed that any approval by the City hereof shall in no way relieve Owner of satisfactorily performing said work or its obligations hereunder.

Owner agrees to perform and construct all work and improvements shown on the approved plans on file in the office of the City Engineer. Owner agrees it shall comply with Madera Municipal Code section 10-2.707(C), which gives the City the right to modify plans and specifications.

D. SCHEDULE

Owner shall perform the work and improvements hereinafter specified to the satisfaction of the City Engineer. Owner understands and agrees that the following schedule of work is intended to provide a guideline as to diligent prosecution of the work under this Agreement.

The Owner agrees to complete the improvements within 24 months from the recording of the Final Map as required by Madera Municipal Code Section 10-2.711.1 or from the time in which any permit is secured from City that allows commencement of

construction activities, whichever is earlier, unless Owner requests an extension and is granted an extension by the City Council. Owner is responsible for following the extension request process under Madera Municipal Code Section 10-2.711.3.

If the construction of the Improvements shall be delayed without the fault of Owner, the time for completion thereof may be extended by the City in writing signed by the City Engineer for such period of time as City may deem reasonable. However, City reserves the right to not issue Certificates of Occupancies for any structures constructed within this tract until improvements are constructed to the satisfaction of the City Engineer. Without limitation of the foregoing sentence, it is agreed that City shall have right to determine whether to issue or withhold Certificates of Occupancy if there is then existing a breach or failure to properly perform the obligations of this agreement, or if issuance would not serve the public health, safety or welfare.

Concrete curbs and gutters, the sanitary sewer system and house connections, storm drainage pipeline and structures, together with water mains, gas mains and their respective service connection and all other underground services or facilities, shall be completed before starting the street surfacing.

E. COMPACTION AND MATERIALS TESTING

Compaction and soil tests shall be paid for by Owner and Owner shall contract with the soils lab directly. Street and utility trench tests shall be taken in varying locations, depths, and frequencies as required and directed by the City Engineer. Compaction shall meet all City requirements.

F. CODES AND PERMITS

Owner shall comply with Street, Plumbing, Building, Electrical and Zoning Codes and any other Codes of the City and Owner shall secure an Encroachment Permit from City and the necessary insurance policies required under said permit before working on any City right-of-way or property.

Owner shall install all street improvements in accordance with City of Madera Standard Specifications, applicable sections of the State Standard Specifications, and the construction plans.

G. COORDINATION OF CONTRACTORS

It shall be the responsibility of Owner to coordinate all work done by its contractors and subcontractors, such as scheduling the sequence of operations and the determination of liability if one operation delays another. In no case shall representatives of City be placed in the position of making decisions that are the responsibility of Owner. It shall further be the responsibility of Owner to give the Engineer written notice not less than two (2)

working days in advance of the actual date on which work is to be started. Failure on the part of Owner to notify the City Engineer may cause delay for which Owner shall be solely responsible.

H. INSPECTION

Whenever Owner varies the period during which work is carried on each day, Owner shall give due notice to the City Engineer so that proper inspection may be provided. Any work done in the absence of the City Engineer will be subject to rejection. The inspection of the work shall not relieve Owner of any of his obligations to fulfill the Agreement as prescribed. Defective work shall be made good and unsuitable materials will be rejected, notwithstanding the fact that such defective work and unsuitable materials have been previously overlooked by the City Engineer or Inspector and accepted.

I. REPAIR OF DAMAGED IMPROVEMENTS

Any damage to the water or sewer systems, concrete work or street paving, or other facilities and improvements constructed in connection with the Agreement that occurs after installation and prior to Final Acceptance shall be repaired to the satisfaction of the City Engineer by Owner before release of bond or final acceptance of completed work. City may, at its sole option, perform such repair or replacement if Owner has failed to commence such repair within 20 days after City has mailed written notice of the need for repairs or replacement to Owner and to Owner's surety. In such event, Owner agrees to pay the cost of such repair and replacement by City, and City may at its option recover such cost as a lien against the Subdivision or the lands therein.

If City determines that public safety requires repairs or replacements to be made before Owner or surety can be notified, City may complete such repairs or replacements and recover the costs thereof as provided above.

J. DUST CONTROL

Adequate dust and mud control shall be maintained by Owner on all streets within and without the subdivision until the paving of the streets is completed. "Adequate dust control" as used herein shall mean the sprinkling of the streets with water with sufficient frequency to prevent the scattering of dust by wind or the activity of vehicles and equipment onto any street area or private property adjacent to the subdivision. Whenever in the opinion of the City Engineer adequate dust control is not being maintained on any street or streets as required by this paragraph, the City Engineer shall give notice to Owner to comply with the provision of the paragraph forthwith. Such notice may be personally served upon Owner or, if Owner is not an individual, upon any person who has signed this Agreement on behalf of Owner or a superintendent or foreman of Owner's or Owner's subcontractor at the subdivision or, at the election of the Engineer, such notice may be mailed to Owner at his address on file with the City Engineer. If within 24 hours after such

personal service of such notice or within 48 hours after the mailing thereof as herein provided, Owner shall not have commenced to maintain adequate dust control or shall at any time thereafter fail to maintain adequate dust control, the City Engineer may, without further notice of any kind, cause any such street or streets to be sprinkled, as he may deem advisable to eliminate the scattering of dust, by equipment and personnel of City or by contract as the City Engineer shall determine, and City may deduct the cost thereof from any deposits which the Owner has placed with the City. When the surfacing on any existing street is disturbed, this surfacing shall be replaced with temporary or permanent surfacing within fourteen (14) calendar days, and the roadway shall be maintained in a safe and passable condition at all times between the commencement and final completion, and adequate dust control shall be maintained during these operations.

K. STREET SURFACING AND UNDERGROUNDING OF UTILITIES

Owner agrees all existing overhead utilities within the boundaries of this subdivision, and on adjacent streets and/or alleys to the centerlines thereof shall be relocated into underground installations except for transformers consistent with the Construction Plans for Colett-Martin Subdivision (Tract No. 24-S-02). All new utilities shall be undergrounded, and all work shall be completed before installation of street surfacing, if any.

L. STREET SWEEPING

Owner shall pay for sweeping of streets within this tract following installation of paving and prior to acceptance of the Improvements by the City. City may provide such street sweeping services at its sole discretion and convenience. Owner shall keep streets and gutters free of any mud, debris or materials. If Owner fails to maintain streets in such condition which allows sweeping, City may remove any debris and deduct the cost thereof from any deposits which the Owner has placed with the City.

M. WARRANTY

Owner warrants that construction will not adversely affect any portion of adjacent properties.

N. PRECONSTRUCTION MEETING

Owner agrees to meet with the City at a preconstruction meeting upon request of the City. Subcontractors for public improvements shall be required to attend. Failure to do so may result in a stoppage of work until a preconstruction meeting is held.

O. BUILDING MATERIALS RECYCLING

Owner agrees to participate in any building materials recycling program as directed by the City. Participation shall also be required by all sub-contractors for both public improvements and home construction, to fullest extent possible.

ARTICLE III. SPECIAL PROVISIONS

A. SUCCESSORS IN INTEREST: Successors in interest to any portion of the Subject Property shall comply with all terms and conditions of this Agreement. In particular, they shall provide all required insurance, bonds, and security to the City for that portion of any remaining Improvements which may yet to be completed at the time of transfer. Said insurance, bonds, and security must be provided to the City within 30 days of obtaining a fee interest in a portion of the Subject Property.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement.

CITY OF MADERA:

By: _____
Cecilia K. Gallegos, Mayor

APPROVED AS TO FORM:

By: _____
Shannon L. Chaffin, City Attorney

APPROVED:

By: _____
Keith Helmuth, P.E., City Engineer

ATTEST:

By: _____
Alicia Gonzales, City Clerk

SUBDIVIDER/OWNER:

KB Home South Bay, Inc., a California
Corporation

By:  _____
Joseph Gendron, Executive Vice
President

***ATTACH NOTARY ACKNOWLEDGEMENTS
FOR OWNERS/APPLICANTS***

ACKNOWLEDGMENT

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

State of California
County of MADERA

On Oct. 3, 2025 before me, Frances Mary Cornejo, Notary Public
(insert name and title of the officer)

personally appeared Joseph Marcus Gendron
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Frances Mary Cornejo (Seal)



EXHIBIT "A"
Legal Description

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

THE N 1/2 OF LOT 114 IN SECTIONS 12 AND 13, TOWNSHIP 11 SOUTH, RANGE 17 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO MAP ENTITLED "MILLER & LUX'S SUBDIVISION OF LANDS, AT MADERA, FRESNO COUNTY, CAL.", FILED AND RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF MADERA, STATE OF CALIFORNIA, FEBRUARY 2, 1895 IN VOL. 1 OF MAPS, AT PAGE 11.

TOGETHER WITH THE S 1/2 OF LOT 114 IN SECTIONS 12 AND 13, TOWNSHIP 11 SOUTH, RANGE 17 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO MAP ENTITLED, "MILLER & LUX'S SUBDIVISION OF LANDS AT MADERA, FRESNO COUNTY, CAL.", FILED AND RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF MADERA, STATE OF CALIFORNIA, FEBRUARY 2, 1895 IN VOL. 1 OF MAPS, AT PAGE 11.

TOGETHER WITH THAT PORTION OF LOT 115 OF MILLER & LUX'S SUBDIVISION OF LANDS, ACCORDING TO THE MAP ENTITLED, "MILLER & LUX'S SUBDIVISION OF LANDS AT MADERA, FRESNO COUNTY, CALIF.", FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MADERA COUNTY, CALIF., ON FEBRUARY 2, 1895 IN VOL. 1 OF MAPS, AT PAGE 11, SHOWN AS PARCEL 2 OF PARCEL MAP 666 FILED JANUARY 4, 1973 IN VOLUME 18 OF MAPS AT PAGE 104, OF THE COUNTY RECORDERS OFFICE OF THE COUNTY OF MADERA.

EXHIBIT "B"
Development Impact Fees

Impact Fee Category	SFD Fee	MFD Fee	Commercial Fee (sq. ft.)	Industrial Fee (sq. ft.)
Administrative impact fee	93.72	56.67	0.024	n/a
Fire department impact fees	336.75	247.38	0.036	0.0240
General government impact fees	231.04	168.92	0.012	n/a
Police department impact fee	541.63	398.87	0.072	0.0599
Parks department impact fee	2,652.57	1,945.29	n/a	n/a
Public Works impact fee	323.67	99.17	0.133	0.0970
Sewer additional obl. impact fee - northwest	185.27	134.05	0.048	[1]
Sewer additional obl. impact fee - northeast	992.81	724.72	0.169	[1]
Sewer additional obl. impact fee - southwest	569.97	381.43	0.193	[1]
Sewer additional obl. impact fee - southeast	1,495.21	1,093.07	0.278	[1]
Sewer additional obl. impact fee - SCCC	888.19	625.55	0.181	[1]
Sewer additional obl. impact fee - exist. area	135.14	93.72	0.024	[1]
Storm drain impact fee - northwest	2,028.12	1,044.03	1.330	0.5558
Storm drain impact fee - northeast	3,099.39	1,453.79	1.210	0.5558
Storm drain impact fee - southwest	1,250.00	559.07	1.188	0.5558
Storm drain impact fee - southeast	3,472.10	1,394.94	1.090	0.5558
Storm drain impact fee - existing service area	1,132.30	545.99	0.632	0.5558
Storm drain impact fee - SCCC	n/a	n/a	n/a	n/a
Sewer exist. obl. impact fee - northwest	272.45	272.45	0.036	\$272/unit [1]
Sewer exist. obl. impact fee - northeast	272.45	272.45	0.036	\$272/unit [1]
Sewer exist. obl. impact fee - southwest	272.45	272.45	0.036	\$272/unit [1]
Sewer exist. obl. impact fee - southeast	716.00	716.00	0.085	\$716/unit [1]
Sewer exist. obl. impact fee - SCCC	n/a	n/a	n/a	n/a
Streets 16 ft. arterial street median island	387.97	237.58	0.142	n/a
Streets 24 ft. collector street lane	697.47	428.29	0.251	n/a
Streets 12 ft. arterial street lane	697.47	428.29	0.251	n/a
Transportation facility impact fee - city wide	951.40	584.13	0.254	0.3869
Traffic signals	235.40	144.94	0.087	n/a
Water impact fees - pipes	283.33	151.48	0.133	n/a
Wastewater treatment plan impact fee	1,314.30	923.06	0.763	1.5148
Water impact fees - Wells	562.34	300.78	0.072	[2]
Industrial Fee Notes [1] Westberry Blvd/Ellis Street interceptor to be based on a dwelling unit equivalency at \$272 per unit. Road 28 interceptor to be based on a dwelling unit equivalency at \$716 per unit. [2] A minimum of \$413 or the amount determined by the City Engineer by multiplying \$413 for water supply by either (1) the proposed users estimated daily use in gallons per day divided by 1050, or (2) the estimated number of employees divided by 6, whichever is greater.				

EXHIBIT "C"
Engineer's Estimate

**Engineers Estimate
Probable Construction Costs**



Project Data	
Project:	Colett - Martin Subdivision
Client:	KB Homes
Date:	June 27, 2025

Item	Subtotal
Adell Street Improvements	\$216,300
D Street Improvements	\$255,500
Austin Street Improvements	\$115,600
Interior Road Improvements	\$676,100
Sewer	\$220,600
Storm Drain System	\$465,900
Water System	\$404,840
Traffic Signal / Street Lights	\$93,500
Total Improvement Costs	\$2,448,340

GATEWAY
ENGINEERING, INC.

Project Data						
Project:		Colett - Martin Subdivision				
Date:		June 27, 2025				
Adell Street Improvements						
Item	Quantity	Description	Unit Cost		Total	
1	14,248	SF AC Fine Grade / Compact Subgrade	\$	0.20	SF	\$ 2,850
2	356	TN 4" Asphalt (Adell Street)	\$	125.00	TN	\$ 44,526
3	1,158	TN 13" Aggregate Base (Adell Street)	\$	40.00	TN	\$ 46,307
4	2,619	LF Temp. AC Fine Grade / Compact Subgrade	\$	0.20	LF	\$ 524
5	49	TN Temp. 3" Asphalt (Adell Street)	\$	125.00	TN	\$ 6,139
6	98	TN Temp. 6" Aggregate Base (Adell Street)	\$	40.00	TN	\$ 3,929
7	885	CY Excavation	\$	20.00	CY	\$ 17,701
8	2,793	LF Grind and AC Overlay	\$	8.00	LF	\$ 22,342
9	2	EA Accessible Curb Ramp	\$	1,000.00	EA	\$ 2,000
10	1	EA Concrete Cross Gutter	\$	6,000.00	EA	\$ 6,000
11	389	LF Curb and Gutter	\$	16.00	LF	\$ 6,224
12	1,954	SF Concrete Sidewalk	\$	5.00	SF	\$ 9,768
15	1	LS Striping	\$	6,000.00	LS	\$ 6,000
16	1,556	SF Frontage Landscaping	\$	8.00	SF	\$ 12,447
17	3	EA Street lights	\$	6,500	EA	\$ 19,500
18	1	LS Traffic Control	\$	10,000.00	LS	\$ 10,000
Subtotal:						\$ 216,300
D Street Improvements						
Item	Quantity	Description	Unit Cost		Total	
1	13,927	SF AC Fine Grade / Compact Subgrade	\$	0.20	SF	\$ 2,785
2	348	TN 4" Asphalt (D Street)	\$	125.00	TN	\$ 43,521
3	1,132	TN 13" Aggregate Base (D Street)	\$	40.00	TN	\$ 45,262
4	9,443	LF Temp. AC Fine Grade / Compact Subgrade	\$	0.20	LF	\$ 1,889
5	177	TN Temp. 3" Asphalt (D Street)	\$	125.00	TN	\$ 22,132
6	354	TN Temp. 6" Aggregate Base (D Street)	\$	40.00	TN	\$ 14,165
7	1,226	CY Excavation	\$	20.00	CY	\$ 24,524
8	3,758	LF Grind and AC Overlay	\$	8.00	LF	\$ 30,062
9	2	EA Drive Approach	\$	1,000.00	EA	\$ 2,000
10	2	EA Accessible Curb Ramp	\$	1,000.00	EA	\$ 2,000
11	1	EA Concrete Cross Gutter	\$	6,000.00	EA	\$ 6,000
12	446	LF Curb and Gutter	\$	16.00	LF	\$ 7,136
13	2,243	SF Concrete Sidewalk	\$	5.00	SF	\$ 11,214
14	227	LF AC Dike	\$	8.00	LF	\$ 1,816
15	1	LS Striping	\$	6,000.00	LS	\$ 6,000
16	1,501	SF Frontage Landscaping	\$	8.00	SF	\$ 12,009
17	2	EA Street lights	\$	6,500	EA	\$ 13,000
18	1	LS Traffic Control	\$	10,000.00	LS	\$ 10,000
Subtotal:						\$ 255,500

Austin Street Improvements

Item	Quantity		Description	Unit Cost		Total
1	12,930	SF	AC Fine Grade / Compact Subgrade	\$ 0.20	SF	\$ 2,586
2	202	TN	2.5" Asphalt (Austin Street)	\$ 125.00	TN	\$ 25,254
3	727	TN	9" Aggregate Base (Austin Street)	\$ 40.00	TN	\$ 29,092
4	1,381	LF	Temp. AC Fine Grade / Compact Subgrade	\$ 0.20	LF	\$ 276
5	26	TN	Temp. 3" Asphalt (D Street)	\$ 125.00	TN	\$ 3,236
6	52	TN	Temp. 6" Aggregate Base (D Street)	\$ 40.00	TN	\$ 2,071
7	751	CY	Excavation	\$ 20.00	CY	\$ 15,017
8	658	LF	Grind and AC Overlay	\$ 8.00	LF	\$ 5,268
8	2	EA	Accessible Curb Ramp	\$ 1,000.00	EA	\$ 2,000
9	182	LF	Curb and Gutter	\$ 16.00	LF	\$ 2,912
10	916	SF	Concrete Sidewalk	\$ 5.00	SF	\$ 4,579
11	1	LS	Striping	\$ 6,000.00	LS	\$ 6,000
12	730	SF	Frontage Landscaping	\$ 8.00	SF	\$ 5,840
13	1	EA	Street lights	\$ 6,500	EA	\$ 6,500
14	1	LS	Traffic Control	\$ 5,000.00	LS	\$ 5,000
Subtotal:						\$ 115,600

Interior Road Improvements

Item	Quantity		Description	Unit Cost		Total
1	3,163	LF	Curb and Gutter	\$ 16.00	LF	\$ 50,605
2	17,590	SF	Concrete Sidewalk	\$ 5.00	SF	\$ 87,951
3	33	LF	AC Dike	\$ 8.00	LF	\$ 264
4	51	EA	Drive Approach	\$ 1,000.00	EA	\$ 51,000
5	8	EA	Accessible Curb Ramp	\$ 1,000.00	EA	\$ 8,000
6	4	EA	Concrete Cross Gutter	\$ 6,000.00	EA	\$ 24,000
7	879	TN	2.5" Asphalt (Interior roads)	\$ 125.00	TN	\$ 109,875
8	3,166	TN	9" Aggregate Base (Interior roads)	\$ 40.00	TN	\$ 126,640
9	1,104	LF	Masonry Wall	\$ 100.00	LF	\$ 110,400
10	467	LF	4' Retaining Wall	\$ 200.00	LF	\$ 93,400
11	3	EA	Timber Barricade	\$ 3,000.00	EA	\$ 9,000
12	1	LS	Signing and Striping	\$ 5,000.00	LS	\$ 5,000
Subtotal:						\$ 676,100

Sewer

Item	Quantity		Description	Unit Cost		Total
Offsite Sewer Facilities						
1	503	LF	8" Sewer	\$ 50.00	LF	\$ 25,150
2	2	EA	48" Sewer Manhole	\$ 6,000.00	EA	\$ 12,000
3	1	EA	8" Sewer Cap	\$ 1,500.00	EA	\$ 1,500
4	1	EA	Connection to existing manhole	\$ 2,500.00	EA	\$ 2,500
Subtotal:						\$ 41,200
Onsite Sewer Facilities						
1	51	EA	Sewer Service	\$ 1,200.00	EA	\$ 61,200
2	1,523	LF	8" Sewer Main	\$ 50.00	LF	\$ 76,150
3	7	EA	48" Sewer Manhole	\$ 6,000.00	EA	\$ 42,000
Subtotal:						\$ 179,400

Storm Drain System						
Item	Quantity		Description	Unit Cost		Total
Offsite Storm Drain Facilities						
1	52	LF	18" Storm Drain	\$ 140.00	LF	\$ 7,280
2	1,104	LF	42" Storm Drain	\$ 260.00	LF	\$ 287,040
3	3	EA	60" Storm Drain Manhole	\$ 11,000.00	EA	\$ 33,000
4	1	EA	72" Storm Drain Manhole	\$ 13,000.00	EA	\$ 13,000
5	1	EA	Type 'D' Storm Drain Inlet	\$ 7,500.00	EA	\$ 7,500
6	1	EA	8" Thick Brick and Mortar Plug	\$ 5,000.00	EA	\$ 5,000
7	1,156	LF	Trench Resurfacing	\$ 75.00	LF	\$ 86,700
8	1	LS	Traffic Control	\$ 10,000.00	LS	\$ 10,000
9	3,275	CY	Excavation offsite Basin	\$ 5.00	CY	\$ 16,375
Subtotal:						\$ 465,900
Water System						
Item	Quantity		Description	Unit Cost		Total
Onsite Water Facilities						
1	1,988	LF	8" Water Main	\$ 55.00	LF	\$ 109,340
2	12	EA	8" Gate Valve	\$ 2,400.00	EA	\$ 28,800
3	3	EA	Install FH and Assembly	\$ 8,500.00	EA	\$ 25,500
4	51	EA	Water Service (including meter box)	\$ 1,800.00	EA	\$ 91,800
5	3	EA	8" Blowoff	\$ 3,000.00	EA	\$ 9,000
6	1	EA	Water Sampling Station	\$ 3,000.00	EA	\$ 3,000
Subtotal:						\$ 267,400
Offsite Water Facilities						
1	539	LF	12" Water Main	\$ 100.00	LF	\$ 53,900
2	588	LF	8" Water Main	\$ 55.00	LF	\$ 32,340
3	2	EA	12" Gate Valve	\$ 4,000.00	EA	\$ 8,000
4	8	EA	8" Gate Valve	\$ 2,400.00	EA	\$ 19,200
5	1	EA	12" Blowoff	\$ 3,000.00	EA	\$ 3,000
6	2	EA	Install FH and Assembly	\$ 8,500.00	EA	\$ 17,000
7	2	EA	Irrigation Service	\$ 2,000.00	EA	\$ 4,000
Subtotal:						\$ 137,440
Street Lights / Traffic Signal						
Item	Quantity		Description	Unit Cost		Total
1	1	LS	Pole for Future Signal	\$ 10,000	LS	\$ 10,000
2	1	LS	Signal Infrastructure	\$ 25,000	LS	\$ 25,000
3	9	EA	Interior Street lights	\$ 6,500	EA	\$ 58,500
Subtotal:						\$ 93,500

Attachment 5

Resolution

Initiation of Proceedings for Annexation into Zone of Benefit 51

RESOLUTION NO. 25-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA INITIATING PROCEEDINGS PURSUANT TO THE LANDSCAPING
AND LIGHTING ACT OF 1972 FOR THE ANNEXATION OF PROPERTY INTO
CITY OF MADERA LANDSCAPE MAINTENANCE DISTRICT (LMD) ZONE OF
BENEFIT 51, TO REVIEW THE IMPROVEMENTS AND ASSESSMENTS FOR
FISCAL YEAR 2026/2027, AND SETTING A PUBLIC HEARING**

WHEREAS, the Landscaping and Lighting Act of 1972 (“Act”) provides and establishes procedures for annexing properties to an existing Landscaping and Lighting Assessment District; and

WHEREAS, the City of Madera Landscape Maintenance District (District) was formed by Resolution No. 91-67, approved June 17, 1991, pursuant to Part 2 of Division 15 of the Streets and Highways Code (Landscape and Lighting Act of 1972), herein the “Act” to levy and collect assessments to cover the cost of maintaining all landscaping, and irrigation systems within the District public right-of-way; and

WHEREAS, not only will annexing this new development into the existing district ensure that all benefitting parcels share equally in the costs to maintain the improvements, but consolidating the benefitting developments into a single assessment district will facilitate their management by the City; and

WHEREAS, the proceedings for the annexation of the aforementioned tracts and public lands to the District are authorized by and will be conducted pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2 (commencing with Section 22500) of Division 15 of the California Streets and Highways Code; and

WHEREAS, pursuant to Streets and Highways Code section 22608, resolutions, reports, notices of hearing, and the right of majority protest may be waived with the written consent of all landowners of the territory to be annexed; and

WHEREAS, KB Home South Bay, Inc., A California Corporation is the landowner of the property proposed for annexation and generally located on the southeast corner of the intersection of Adell Street and North D Street, and which is also known as Colett-Martin Subdivision (Tract No. 24-S-02), whose final map is being concurrently considered by the City Council, as further described or depicted on EXHIBIT A (“Subject Property”) and diagrammed in Exhibit B.; and

WHEREAS, KB Home South Bay, Inc., A California Corporation, has provided a petition for annexation and written consent to waiver of resolutions, reports, notices of hearing, and the right of majority protest regarding the Subject Property, as well as consenting to the amount of the proposed levy for the current fiscal year; and

WHEREAS, as a result, no report by the City Engineer is required to be prepared and filed with the City Clerk which outlines the land to be annexed; and

WHEREAS, this City Council now desires to proceed to adopt this Resolution of Intention to declare its intent to annex the Subject Property into LMD Zone of Benefit 51, and to set and specify the levy and collection of assessments, and to set a time and place for a public hearing relating to the annexation of the Subject Property into LMD Zone of Benefit 51.

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 proposes to annex the Subject Property into LMD Zone of Benefit 51 of City of Madera City of Madera Landscape Maintenance District formed by the City Council for the City of Madera per Resolution No. 91-67, approved June 17, 1991, pursuant to Part 2 of Division 15 of the Streets and Highways Code and pursuant to the Landscaping and Lighting Act of 1972 (Section 22500 and following, Streets and Highways Code). The property proposed to be annexed is identified on Exhibit "A" and diagrammed in Exhibit B.
3. The Subject Property proposed to be annexed and to be specifically charged for the improvements shall include all of the land identified on Exhibit "A" and shall be designated part of LMD Zone of Benefit 51.
4. The improvements which are provided for the properties within City of Madera Landscape Maintenance District, and which shall be provided for the property within LMD Zone of Benefit 51 by and through the assessments levied annually thereon shall include the following:
 - a. The installation or planting of landscaping, including, but not limited to, street trees, parkways, and median islands; and
 - b. The installation or construction of irrigation systems; and
 - c. The maintenance and servicing of any of the foregoing.
5. The City Engineer of the City of Madera is hereby designated the engineer for the annexation proceedings. The City Council finds that the landowner has presented a written consent, and that the engineer is not required to prepare and file with the City Clerk a report in accordance with Article 4 of Chapter 1 of the Landscaping

and Lighting Act of 1972 for the annexation proceedings, consistent with the Landscaping and Lighting Act of 1972.

6. The City Engineer is hereby directed to review, and modify the assessments levied against parcels previously within LMD Zone of Benefit 51 district boundaries in accordance with Article 4 of Chapter 1 of the Landscaping and Lighting Act of 1972 for the annexation proceedings, as required by Chapter 2 of Part 2 of Division 15 of the Landscaping and Lighting Act of 1972. The proposed assessments upon the lots and parcels of land are set forth in Exhibit "C."
7. Notice is given that on December 3, 2025, at the hour of 6:00 p.m., in the regular meeting place of the City Council being the Council Chambers located at 205 W. Fourth Street, Madera, California 93637, a public hearing will be held where this City Council will consider the authorization for the annexation of the Subject Property into City of Madera Landscape Maintenance District Zone of Benefit 51, the proposed assessment of the levy with the Subject Property and all other matters as set forth in this Resolution of Intention. Pursuant to the petition, all of the landowner(s) within the Subject Property have waived all applicable resolutions, reports, notices of hearing, and the right of majority protest.

At such public hearing, the testimony or protest of all interested persons for or against the annexation of the Subject Property or the imposition of levy of assessments within the Subject Property will be heard.

8. This resolution is effective immediately upon adoption.

* * * * *

Exhibit A

Zone of Benefit 51 Location Map



MADERA LANDSCAPE MAINTENANCE DISTRICT ZONE LOCATION MAP

CITY OF MADERA
COUNTY OF MADERA
STATE OF CALIFORNIA

REV. JUNE 2020

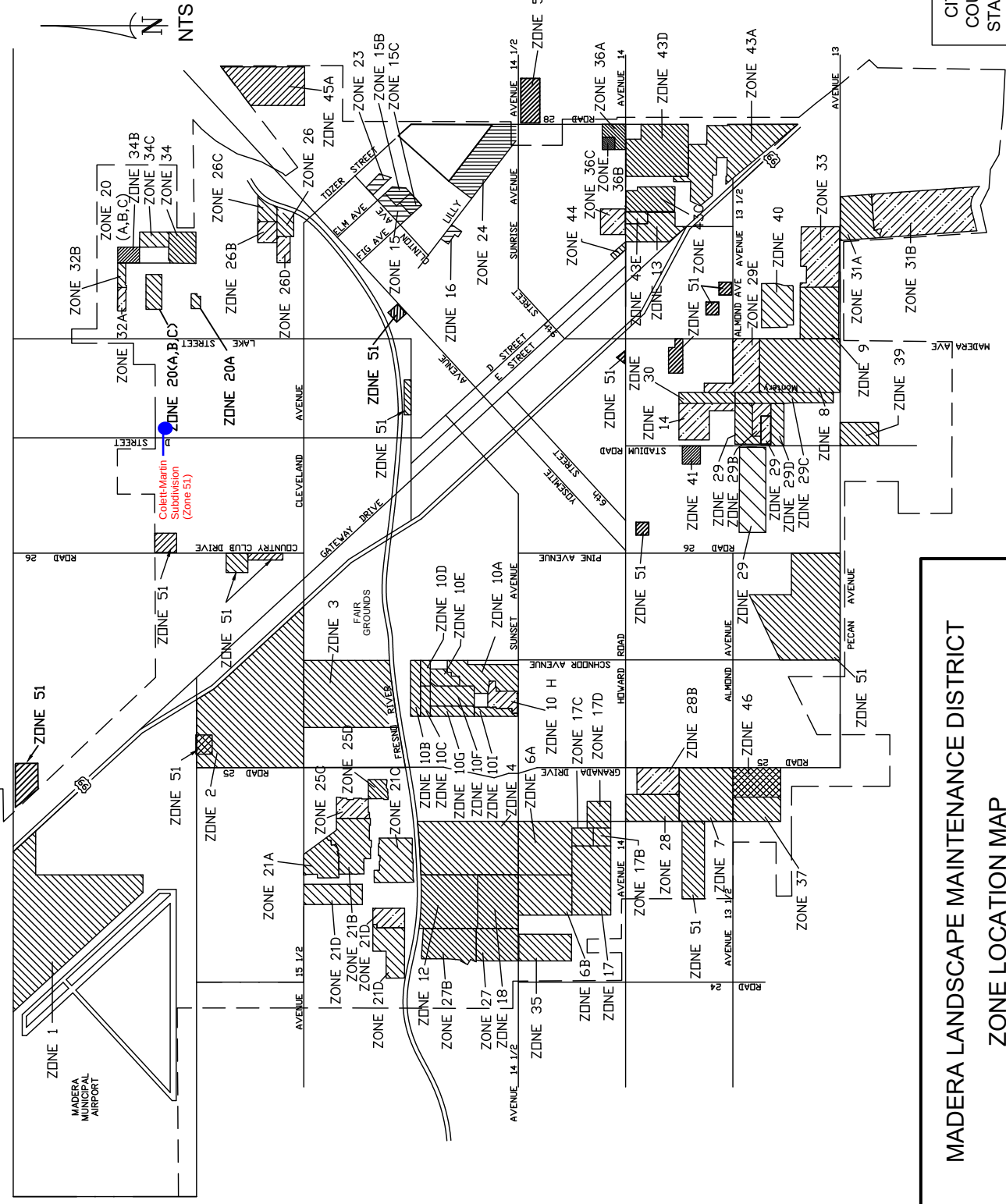
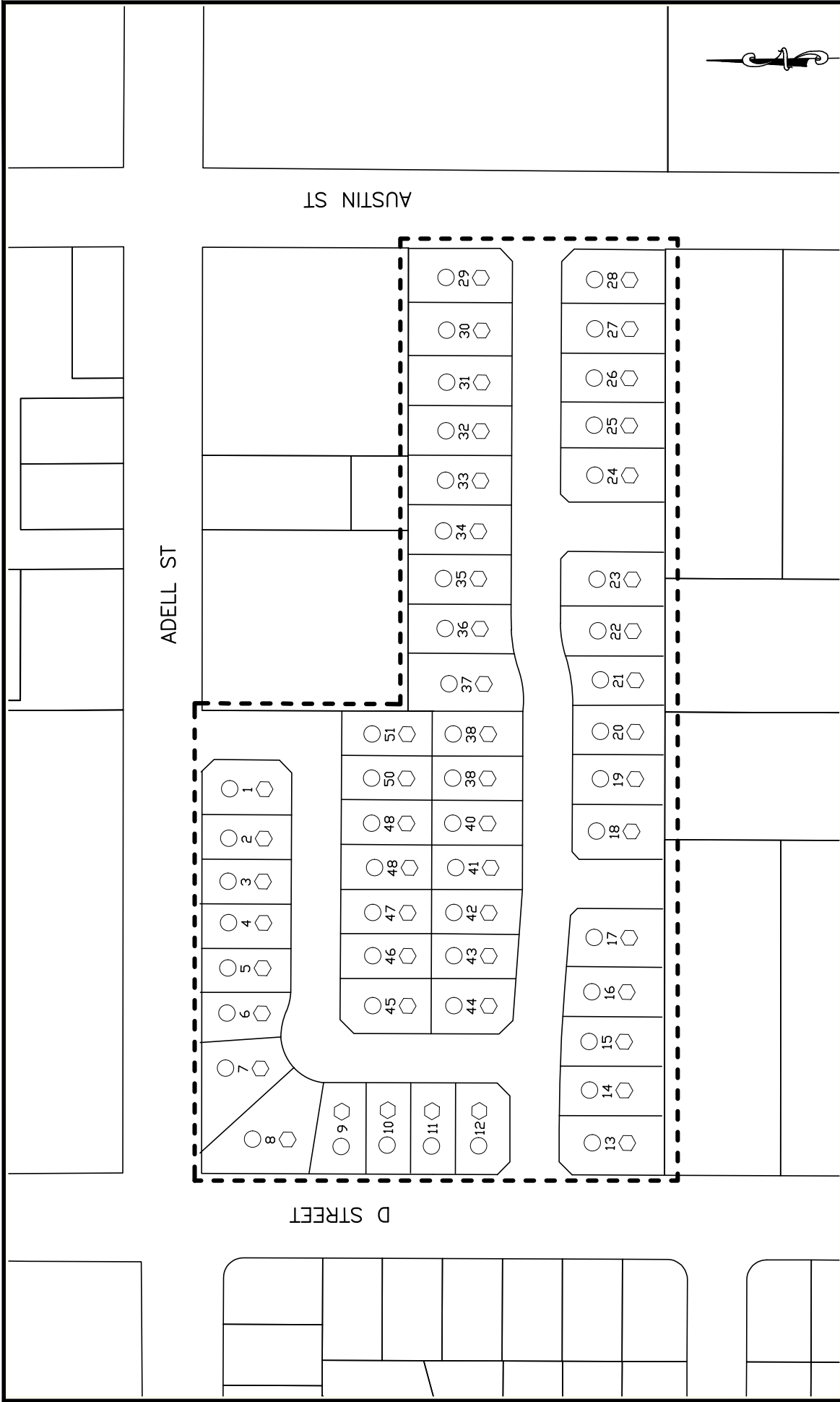


Exhibit B

Property to be Annexed into Zone of Benefit 51 Diagram



LEGEND

PARCEL LOT BOUNDARY.

ASSESSOR'S BOUNDARY

1

1

SUBDIVISION PARCEL LETTER/NUMBER

ASSESSMENT NUMBER

APN NUMBER.

NTS

ASSESSMENT DIAGRAM

INCLUSION OF COLETT-MARTIN TRACT 24-S-02

INTO MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 51

CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

TRACT 24-S-02

COLETT-MARTIN SUBDIVISION

REV. SEPTEMBER 2025

Exhibit C

Assessment Amounts (Sheet 1 of 3)

Lot	Owner	Assessment Amount (FY 2026/2027)
1	KB Home South Bay, Inc., A California Corporation	\$ 7.40
2	KB Home South Bay, Inc., A California Corporation	\$ 7.40
3	KB Home South Bay, Inc., A California Corporation	\$ 7.40
4	KB Home South Bay, Inc., A California Corporation	\$ 7.40
5	KB Home South Bay, Inc., A California Corporation	\$ 7.40
6	KB Home South Bay, Inc., A California Corporation	\$ 7.40
7	KB Home South Bay, Inc., A California Corporation	\$ 7.40
8	KB Home South Bay, Inc., A California Corporation	\$ 8.70
9	KB Home South Bay, Inc., A California Corporation	\$ 7.40
10	KB Home South Bay, Inc., A California Corporation	\$ 7.40
11	KB Home South Bay, Inc., A California Corporation	\$ 7.40
12	KB Home South Bay, Inc., A California Corporation	\$ 7.40
13	KB Home South Bay, Inc., A California Corporation	\$ 7.40
14	KB Home South Bay, Inc., A California Corporation	\$ 7.40
15	KB Home South Bay, Inc., A California Corporation	\$ 7.40
16	KB Home South Bay, Inc., A California Corporation	\$ 7.40
17	KB Home South Bay, Inc., A California Corporation	\$ 7.40
18	KB Home South Bay, Inc., A California Corporation	\$ 7.40
19	KB Home South Bay, Inc., A California Corporation	\$ 7.40
20	KB Home South Bay, Inc., A California Corporation	\$ 7.40
21	KB Home South Bay, Inc., A California Corporation	\$ 7.40
22	KB Home South Bay, Inc., A California Corporation	\$ 7.40

Exhibit C

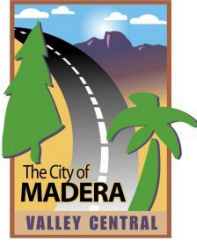
Assessment Amounts (Sheet 2 of 3)

Lot	Owner	Assessment Amount (FY 2026/2027)
23	KB Home South Bay, Inc., A California Corporation	\$ 7.40
24	KB Home South Bay, Inc., A California Corporation	\$ 7.40
25	KB Home South Bay, Inc., A California Corporation	\$ 7.40
26	KB Home South Bay, Inc., A California Corporation	\$ 7.40
27	KB Home South Bay, Inc., A California Corporation	\$ 7.40
28	KB Home South Bay, Inc., A California Corporation	\$ 7.40
29	KB Home South Bay, Inc., A California Corporation	\$ 7.40
30	KB Home South Bay, Inc., A California Corporation	\$ 7.40
31	KB Home South Bay, Inc., A California Corporation	\$ 7.40
32	KB Home South Bay, Inc., A California Corporation	\$ 7.40
33	KB Home South Bay, Inc., A California Corporation	\$ 7.40
34	KB Home South Bay, Inc., A California Corporation	\$ 7.40
35	KB Home South Bay, Inc., A California Corporation	\$ 7.40
36	KB Home South Bay, Inc., A California Corporation	\$ 7.40
37	KB Home South Bay, Inc., A California Corporation	\$ 8.70
38	KB Home South Bay, Inc., A California Corporation	\$ 7.40
39	KB Home South Bay, Inc., A California Corporation	\$ 7.40
40	KB Home South Bay, Inc., A California Corporation	\$ 7.40
41	KB Home South Bay, Inc., A California Corporation	\$ 7.40
42	KB Home South Bay, Inc., A California Corporation	\$ 7.40
43	KB Home South Bay, Inc., A California Corporation	\$ 7.40
44	KB Home South Bay, Inc., A California Corporation	\$ 7.40

Exhibit C

Assessment Amounts (Sheet 3 of 3)

Lot	Owner	Assessment Amount (FY 2026/2027)
45	KB Home South Bay, Inc., A California Corporation	\$ 7.40
46	KB Home South Bay, Inc., A California Corporation	\$ 7.40
47	KB Home South Bay, Inc., A California Corporation	\$ 7.40
48	KB Home South Bay, Inc., A California Corporation	\$ 7.40
49	KB Home South Bay, Inc., A California Corporation	\$ 7.40
50	KB Home South Bay, Inc., A California Corporation	\$ 7.40
51	KB Home South Bay, Inc., A California Corporation	\$ 7.40



REPORT TO CITY COUNCIL

Council Meeting of: October 15, 2025

Agenda Number: B-12



Keith Helmuth, Department Director



Arnoldo Rodriguez, City Manager

SUBJECT:

Community and Park Facilities Parking Lot Surface Rehabilitation, City Project No. PK-81 CDBG Block Grant

RECOMMENDATION:

Adopt a Minute Order Approving:

1. Acceptance of the Community and Park Facilities Parking Lot Surface Rehabilitation, City Project No. PK-81 CDBG Block Grant
2. Recording of Notice of Completion
3. Release of retention 35 days after the recording of the Notice of Completion

SUMMARY:

On July 16, 2025 the City Council (Council) awarded a contract to VSS International, Inc. for Community and Park Facilities Parking Lot Resurface Rehabilitation, City Project No. PK-81 CDBG Block Grant including bid alternates for the parking lots at Mountain Vista School and City Hall (Project) in the amount of \$743,120.00. The project is funded from the Community Development Block Grant (CDBG) Program, General fund and contributions from tenants using the Mountain Vista parking lot. The Contractor has completed the Project in accordance with the plans and specifications and as modified by approved change orders.

BACKGROUND:

The work in general consisted of performing surface treatments and pavement rehabilitation for various City parking lots. The work also included grinding and removing deteriorated asphalt pavement, applying new asphalt concrete curb, applying fog sealing, micro-surfacing, crack seal, and filling in potholes to improve the overall pavement condition and extend parking lot service life.

Five parking lot locations at various City facilities were selected for improvement along with two additional parking lots included from bid alternates:-

- Pan-American Community Center
- Sunrise Rotary Sports Complex
- Frank Bergon Senior Center
- John W. Wells Youth Center
- Gateway Rotary Park
- Mountain Vista High School – Bid Alternate 1
- City Hall – Bid Alternate 2

A final project inspection were completed by the Engineering, Public Works, and Parks departments, and all work has been completed. Staff recommends acceptance by Council and recording a Notice of Completion.

Table 1 provides a summary of the Project contract costs. Two change orders were processed, which consisted of signage and pavement markings costs and final balancing change orders involving additives or deductive items based on the total work performed versus the total quantity included in the bid item.

Table 1: Final Project Cost Summary				
<i>Bidder</i>	<i>Base Bid</i>	<i>Bid Alt 1 - Mountain Vista School</i>	<i>Bid Alt 2 – City Hall</i>	<i>Total</i>
Original Contract	\$554,120.00	\$132,000.00	\$57,000.00	\$743,120.00
Change Order #1	-\$1,693.44	-\$6,036.28	-\$8,910.00	-\$16,639.72
Change Order #2	\$5,801.00	-	\$1,172.40	\$6,973.40
<i>Final Contract Cost</i>	<i>\$558,227.56</i>	<i>\$125,963.72</i>	<i>\$49,262.40</i>	<i>\$733,453.68</i>

FINANCIAL IMPACT:

The Base Bid portion of the Project was programmed in the CIP FY 25/26 budget for CDBG. Bid Alternate 1 and Bid Alternate 2 were funded through the General Fund and contributions from CAPMC (Community Action Partnership Madera County) and Madera Unified School District for their share of the parking lot. Any unused funding from the General Fund will transfer back to the fund balance for other Project expenses.

ALTERNATIVES:

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

ATTACHMENTS:

1. Notice of Completion
2. Project Map

Attachment 1

Notice of Completion

Recording Requested by:
City of Madera

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

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

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

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

Name

Address

N/A

6. A work of improvement on the property hereinafter described was completed on **09/29/2025**
7. The name of the original contractor, if any, for such work of improvement was:
(If no contractor for work of improvements as a whole, insert "none".)

VSS International, Inc

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

Name

Address

N/A

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

Community and Park Facilities Parking Lot Surface Rehabilitation

City Project No. PK-81 CDBG Block Grant

10. The street address of said property is **see attached list of street address**
(If no street address has been officially assigned, insert "none".)

(Signature of Owner named in Paragraph 2)
City of Madera

Dated

Keith Brent Helmuth, P.E.
City Engineer

State of California
County of Madera

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

(Signature of Officer)

Keith Brent Helmuth, P.E.
City Engineer

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

State of California
County of Madera

Subscribed and sworn to (or affirmed) before me on the _____ day of _____, 2025 by Keith Brent Helmuth, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(Seal)
Alicia Gonzales
City Clerk

Attached List of Street Address
Community and Park Facilities Parking Lot Surface Rehabilitation
City Project No. PK-81 CDBG Block Grant

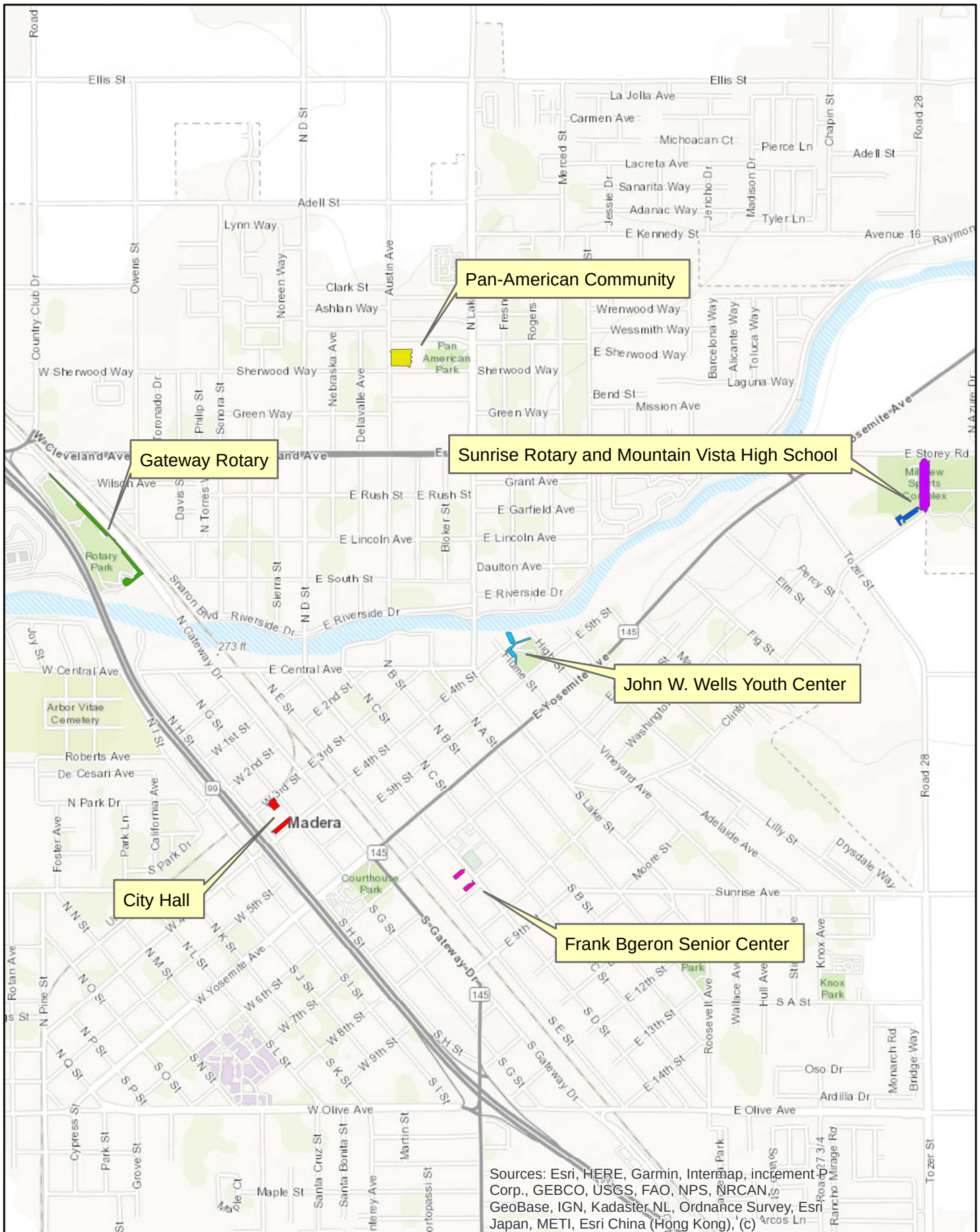
- 205 W 4th St - City Hall
- 1901 Clinton St - Mountain Vista High School
- 1901 Clinton St - Sunrise Rotary Sports Complex
- 701 E 5th St - John W. Wells Youth Center
- 703 Sherwood Way - Pan-American Community Center
- 920 N Gateway Dr. - Gateway Rotary Park
- 238 S D St - Frank Bergon Senior Center

Attachment 2

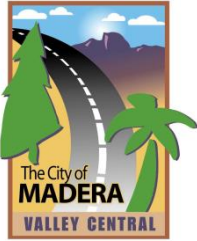
Project Map

City of Madera

Parking Lot Improvements At Various Locations



Sources: Esri, HERE, Garmin, Intermap, increment Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c)



REPORT TO CITY COUNCIL

Approved by:

Giachino Chiaramonte
Giachino Chiaramonte, Chief of Police

Arnoldo Rodriguez
Arnoldo Rodriguez, City Manager

Council Meeting of: October 15, 2025

Agenda Number: B-13

SUBJECT:

Request to Waive City Fees Relating to Madera High School's Homecoming Parade

RECOMMENDATION:

Adopt the Resolution waiving the fees to cover the costs of City fees and services relating to the Madera High School Homecoming Parade in the amount of \$2,136

SUMMARY:

Madera High School (MHS) will be holding its Homecoming Parade on October 24, 2025, and has requested the City waive fees relating to the deployment of Police, Public Works, and Engineering services. Historically, the City Council (Council) has recognized this function as a community event and has covered the costs associated with traffic control and clean-up.

DISCUSSION:

MHS has formally requested the City waive all fees associated with Police, Public Works, and Engineering Department services relating to the parade. Services include:

- Monitoring alternative traffic patterns to ensure safety
- Crowd control
- Returning the event area to appropriate standards of cleanliness
- Obtaining a special event permit

Each Department is equipped with personnel prepared to provide these services at the direction of Council.

MHS will be required to obtain the required encroachment permits for the use of City streets as part of the parade route. As is City policy, insurance binders (Special Events Insurance) to transfer liability and property damage claims from the City to parade sponsors are to be provided.

FINANCIAL IMPACT:

The cost of providing City services is projected per the following:

- Police Department: traffic and crowd control is estimated at \$1,378 for five officers on overtime
- Public Works: \$657
- Engineering: \$101

It is noted that these figures represent the utilization of Police personnel who will be brought in on overtime. Additionally, the \$101 Engineering fee represents the cost of a special event permit to be waived. The total amount being petitioned for Council relief is \$2,136.

ALTERNATIVES:

Council may elect to deny the request to waive fees or may request additional information.

ATTACHMENTS:

1. Resolution
2. Request Letter Authored by Madera High School

RESOLUTION NO. 25-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA WAIVING
THE FEES TO COVER THE COSTS OF POLICE, PUBLIC WORKS AND
ENGINEERING SERVICES AND FEES RELATING TO THE MADERA HIGH
SCHOOL HOMECOMING PARADE IN THE AMOUNT OF \$2,136.00**

WHEREAS, on October 15, 2025, the City Council of the City of Madera considered a request by Madera High School to waive the fees to cover costs relating to the Homecoming Parade; and

WHEREAS, Madera High School has planned and organized this annual community event providing citizens of Madera and neighboring areas a place to celebrate; and

WHEREAS, the City fees for Police, Public Works, and Engineering are \$2,136; and

WHEREAS, the City Council finds it is in the best interest of the City to approve the waiver of fees; and

WHEREAS, this request provides a public benefit to the community.

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

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. The Council finds that the waiver of fees as set forth in this resolution serves a public purpose and is in the best interest and welfare of the City and its residents.
3. The City Council does hereby waive the City fees requested by Madera High School in the amount of \$2,136 associated with the Homecoming Parade.
4. This resolution is effective immediately upon adoption.

* * * * *



September 2, 2025

Mayor Gallegos and Members of the City Council,

Please consider this letter as our formal request to be placed on the agenda for your next meeting. The item for consideration is our annual Madera High School Homecoming Parade on Friday, October 24, 2025. Our parade has been a Madera tradition for the last three decades that we wish to continue for the community.

Approximately 700 high school students and 300 elementary students will take part in the parade, which includes the marching band, choir, cheer, football teams, class floats, and alumni. Furthermore, we invite elementary and junior high feeder schools to bring students to watch the parade. Last parade we had over 1000 students in attendance from our feeder programs.

We understand that an event of this magnitude will incur many costs for all parties involved. However, we kindly ask the City of Madera for their continued support with this event by waiving the permit, police, and public works fees that are associated with the MHS Homecoming parade. As in prior years, we will notify residents and businesses of the parade route and road closures. The Coyote family is looking forward to another spirited community event!

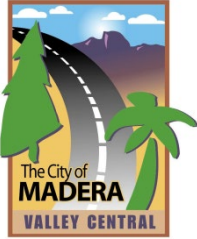
Thank you for your consideration of this matter.

Respectfully,

Isaac A. Lopez
Director of Student Activities
675-4444 ext.1380
isaaclopez@maderausd.org

Robyn Cosgrove, Principal

200 South "L" Street, Madera, CA 93637 • (559)675-4444 • Fax (559)675-4531 • robyncosgrove@maderausd.org



REPORT TO CITY COUNCIL

Approved by:

 for:

Joseph Hebert, Parks & Community Services Director



Arnoldo Rodriguez, City Manager

Council Meeting of: October 15, 2025

Agenda Number: B-14

SUBJECT:

Madera Elks Lodge Fee Waiver Request for the Annual Hoop Shoot Event

RECOMMENDATION:

Adopt a Resolution waiving the rental fees of the John Wells Youth Center on November 22, 2025, related to a Hoop Shoot Contest hosted by the Madera Elks Lodge #1918, at an anticipated rental fee of \$425

SUMMARY:

The City has received a request from the Madera Elks Lodge #1918 seeking a waiver of rental fees for the use of the John Wells Youth Center (JWYC) to host their annual Hoop Shoot competition. The event is scheduled for Saturday, November 22, 2025, from 9:00 a.m. to 1:00 p.m., inclusive of setup and cleanup time. The Hoop Shoot competition is a longstanding community tradition organized by the Elks Lodge, promoting youth engagement and physical activity.

DISCUSSION:

The Madera Elks Lodge, through their Hoop Shoot Chair, Cynthia Armiento, has submitted a formal request to use the JWYC for their annual basketball free-throw contest, the Elks National Hoop Shoot. The event is planned for Saturday, November 22, 2025, and aims to foster inclusivity and encourage participation among boys and girls aged 8-13 from diverse backgrounds.

The Madera Elks Lodge provides financial assistance to winners advancing to the next level of the competition. National winners also receive scholarship opportunities, highlighting the event's role in supporting youth development.

Additionally, worth noting, is that the Matilda Torres High School girls' basketball team will be helping with scoring. There will also be several Elks members helping register and interacting with the community and kids.

This report provides details of the request and its alignment with community engagement and youth development initiatives for City Council's consideration.

FINANCIAL IMPACT:

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

Table 1: Estimated Financial Impact Without Fee Waiver	
Administrative Fee	\$25
Deposit	\$200
Gym	\$200
Total	\$425

The total applicable cost for the JWYC rental would be \$425.

ALTERNATIVES:

The Council may elect to reject the fee waiver and require the Elks Lodge to remit any associated fees if they wish to rent JWYC for the Hoop Shoot Contest.

ATTACHMENTS:

1. Resolution – Waiving the rental fees of the John Wells Youth Center on November 22, 2025, related to a Hoop Shoot Contest hosted by the Madera Elks Lodge #1918, at an anticipated fee rental of \$425
2. Letter of Request

ATTACHMENT 1

Resolution – Waiving the rental fees of the John Wells Youth Center on November 22, 2025,
related to a Hoop Shoot Contest hosted by the Madera Elks Lodge #1918,
at an anticipated fee rental of \$425

RESOLUTION NO. 25-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA WAIVING THE RENTAL FEES OF THE JOHN WELLS YOUTH
CENTER ON NOVEMBER 22, 2025, RELATED TO A HOOP SHOOT CONTEST
HOSTED BY THE MADERA ELKS LODGE #1918, AT AN ANTICIPATED FEE
RENTAL OF \$425**

WHEREAS, the City has received a request for the waiver of fees for the rental of the John Wells Youth Center; and

WHEREAS, the request is from the Madera Elks Lodge #1918 (Elks); and

WHEREAS, the Elks are looking to host a Hoop Shoot Contest event; and

WHEREAS, the request is for rental utilization on Saturday, November 22, 2025, from 9 am – 1 pm, including setup and cleanup time; and

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

WHEREAS, the fees for the event are calculated at \$425; and

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

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

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. The Council finds that the waiver of fees as set forth in this resolution serves a valid public purpose in that the Madera Elks Lodge is a local community organization, and this event provides the opportunity for youth to engage in a national competition that promotes inclusivity, accessibility, fairness, and the spirit of sportsmanship.
3. The City Council does hereby waive the City fees for Rental Fees of the John Wells Youth Center on the date and time identified, subject to confirmation of insurance.
4. This resolution is effective immediately upon adoption.

* * * * *

ATTACHMENT 2

Letter of Request



MADERA ELKS LODGE #1918

112 West 6th St. PO Box 217
Madera, CA 93639
(559) 673-1918



Dear John C Wells Center,

I would like to start off by thanking Parks & Rec for taking into consideration having the Madera Elks Hoop Shoot at your facility on Nov. 22nd, 2025.

We believe the Elks Hoops shoot promotes inclusivity and encourages participation for boys and girls ages 8-13 from diverse backgrounds. By removing the financial barrier, more people, regardless of their economic status, can engage in the contest and showcase their skills. This not only fosters a sense of community but also provides equal opportunities for individuals to develop their basketball abilities and gain confidence.

Moreover, waving the fee can attract a larger pool of participants, leading to a more competitive and exciting event.

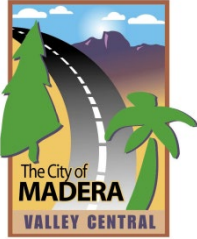
Overall, the Elks Hoop Shoot includes accessibility, fairness, and the spirit of sportsmanship, making the basketball free throw contest more enjoyable and beneficial for all involved. Madera Elks offers financial help to the winners that move on to the next level. There is also scholarship money for the national winners.

A few further details include the Matilda Torres girls' basketball team scoring and helping with the event led by Coach V. Varsity Basketball Coach. There will be several Elks members there helping register and interacting with the community and kids.

We sincerely appreciate your consideration.

Respectfully,
Cynthia Armiento, Elks Hoop Shoot Chair
(559) 917-5037

For More info visit: hoopshoot@elks.org



REPORT TO CITY COUNCIL

Approved by:

Arnoldo Rodriguez for:

Joseph Hebert, Parks & Community Services Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: October 15, 2025

Agenda Number: B-15

SUBJECT:

Madera Unified School District Fee Waiver Request for a Safe Routes to School Event

RECOMMENDATION:

Adopt a Resolution waiving rental fees of Maple Court Park on October 21, 2025, related to a Safe Routes to School Event, hosted by Madera Unified School District, at an anticipated rental fee of \$275

SUMMARY:

The City has received a request from Madera Unified School District (MUSD) seeking a waiver of rental fees for the use of Maple Court Park, to host a Safe Routes to School Event. The event involves Alpha Elementary and James Madison Elementary school students. Maple Court Park is located off Stadium Road and Maple Street.

MUSD is requesting access to Maple Court Park starting at 5 am to 9 am, inclusive of setup and cleanup time, on October 21, 2025.

DISCUSSION:

MUSD, through its Director of Athletics, Marty Bitter, has submitted a formal request to use Maple Court Park for a Safe Routes to School Event on October 21, 2025. These types of events have been typically known as a Walk to School, taking place at various parks around town, in proximity to schools. These events serve as an opportunity to engage the community, raise awareness of safe walking and biking practices, and encourage more families to choose active transportation to school, where possible.

For this request, MUSD is specifically requesting the rental of Maple Court Park, on Tuesday, October 21, 2025, from 5 am to 9 am. Activity stations will start at 6 am for students and families. The walk to school will start at 7:15 am.

This report provides details of the request and its alignment with community engagement and youth initiatives for City Council’s consideration.

FINANCIAL IMPACT:

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

Table 1: Estimated Financial Impact Without Fee Waiver	
Administrative Fee	\$25
Special Event Fee	\$250
Total	\$275

The total applicable cost for the Maple Court Park rental would be \$275.

ALTERNATIVES:

The Council may elect to reject the fee waiver and require Madera Unified School District to remit any associated fees if they wish to rent Maple Court Park for the Safe Routes to School Event on October 21, 2025.

ATTACHMENTS:

1. Resolution – Waiving the rental fees of Maple Court Park on October 21, 2025, related to a Safe Routes to School Event, hosted by Madera Unified School District, at an anticipated rental fee of \$275
2. Letter of Request

ATTACHMENT 1

Resolution – Waiving the rental fees of Maple Court Park on October 21, 2025, related to a Safe Routes to School Event, hosted by Madera Unified School District, at an anticipated rental fee of \$275

RESOLUTION NO. 25-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, WAIVING THE RENTAL FEES OF MAPLE COURT PARK ON
OCTOBER 21, 2025, RELATED TO A SAFE ROUTES TO SCHOOL EVENT,
HOSTED BY MADERA UNIFIED SCHOOL DISTRICT, AT AN ANTICIPATED
RENTAL FEE OF \$275**

WHEREAS, the City has received a request for the waiver of fees for the rental of Maple Court Park; and

WHEREAS, the request is from Madera Unified School District (MUSD); and

WHEREAS, MUSD is looking to host a Safe Routes to School event; and

WHEREAS, the request is for rental utilization on Tuesday, October 21, 2025, from 5 am – 9 am, including setup and cleanup time; and

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

WHEREAS, the fees for the event are calculated at \$275; and

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

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

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. The Council finds that the waiver of fees as set forth in this resolution serves a valid public purpose in that the Madera Unified School District is a local education organization, and this event provides the opportunity for students and families to engage in safe walking and biking practices to and from school, where possible.
3. The City Council does hereby waive the City fees for Rental Fees of Maple Court on the date and time identified, subject to confirmation of insurance.
4. This resolution is effective immediately upon adoption.

* * * * *

ATTACHMENT 2

Letter of Request

**Madera Unified School District
District Athletics**

2401 W Almond Ave
Madera, CA 93637
559.664.8043



**DIRECTOR of ATHLETICS
MARTY BITTER**
martybitter@maderausd.org

**COORDINATOR OF
PHYSICAL ED. & ATHLETICS**
Jaime Brown
jaimebrown@maderausd.org

**ADMINISTRATIVE
ASSTISTANT**
Cristina Khan
cristinakhan@maderausd.org

ATHLETIC DIRECTORS

Madera High – John Fernandez
johnfernandez@maderausd.org
Administrative Assistant
Bianca Ramirez
biancaramirez@maderausd.org

Madera South - Andrea Devine
andreadevine@maderausd.org
Administrative Assistant
Amber Jaurique
amberjaurique@maderausd.org

Matilda Torres High School
Jordan Murphy
Jordanmurphy@maderausd.org
Administrative Assistant
Diana Flores
Dianaflores@maderausd.org

Thomas Jefferson – Scott Brown
scottbrown@maderausd.org

Desmond - Nick Burns
nickburns@maderausd.org

Martin Luther King - Alex Smith
alexandersmith@maderausd.org

**SUPERINTENDENT
Todd Lile**

Subject: Request for Fee Waiver for Walk to School Event involving Alpha Elementary School and James Madison Elementary School

Dear City Council Members,

On behalf of the Madera Unified School District, I am writing to formally request a fee waiver for the use of Maple Court Park on October 21, 2025 for a Safe Routes to School (Walk to School) event involving Alpha Elementary School and James Madison Elementary School.

Walk to School events serve as opportunities to engage the community, raise awareness about safe walking and biking practices, and encourage more families to choose active transportation to school.

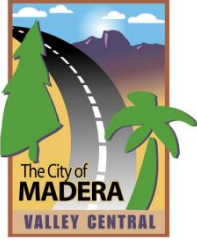
Given the educational and community-oriented nature of this event, we kindly ask for your consideration in waiving the associated facility fees. This support would allow us to direct more resources toward enhancing the student experience and ensuring the continued success of educational programs specific to safety, health, and community wellness.

We understand that all fee waiver requests must be presented to the City Council for consideration and are submitting this letter with the required 30-day advance notice for processing and agenda inclusion.

Thank you for your time and support of our students. We greatly appreciate your consideration of this request.

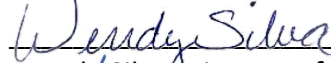
Respectfully,

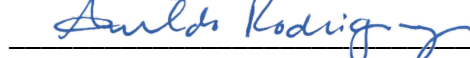
Marty Bitter, Director of Athletics
Madera Unified School District



REPORT TO CITY COUNCIL

Approved by:


Wendy Silva, Director of Human Resources


Arnaldo Rodriguez, City Manager

Council Meeting of: October 15, 2025

Agenda Number: B-16

SUBJECT:

Professional Services Agreement with Mountain Valley Environmental Services, Inc.

RECOMMENDATION:

Adopt a Resolution approving a Professional Services Agreement with Mountain Valley Environmental Services, Inc., for temporary Chief Plant Operator services at the Wastewater Treatment Plant

SUMMARY:

The City has a need for temporary Chief Plant Operator services at the Wastewater Treatment Plant. Staff solicited proposals from qualified firms to provide services and selected Mountain Valley Environmental Services, Inc. (MV Environmental) based on availability and price. An initial Professional Services Agreement was entered into between the City and MV Environmental within the City Manager's purchasing authority to allow a trial period. At this time, staff is recommending Council approve an agreement for continued temporary Chief Plant Operator services.

DISCUSSION:

The City operates a Wastewater Treatment Plant under regulations set by the State of California. These regulations require the City to designate a Chief Plant Operator (CPO) who is certified as a Wastewater Treatment Plant Operator Grade IV or V and is professionally qualified to act in the capacity of CPO.

Due to administrative action, the City determined a need for temporary CPO services in April 2025. Staff solicited proposals for temporary CPO services from four (4) qualified firms as summarized in Table 1.

Table 1: Temporary CPO Service Proposals	
<i>Firm</i>	<i>Proposal</i>
Water Talent	\$145/hour; 40 hours per week due to out-of-area consultant relocating for assignment
Aqua Staffing	No response to phone call or follow-up voicemail
Webuild	No response to email or follow-up phone conversation
MV Environmental	\$125/hour; 40 hours per week for first two weeks then 20-24 hours per week at City Manager's discretion

Based on the service proposals received, staff entered into an initial Professional Services Agreement with MV Environmental in May 2025 with a not-to-exceed cap of \$74,999.00, the City Manager's authority within the City's purchasing policy and ordinance. MV Environmental's performance under the agreement has met the City's expectations, and at this time staff is recommending Council approve an agreement for ongoing temporary CPO services to continue to address deficiencies at the plant and meet state requirements for staffing.

FINANCIAL IMPACT:

The bill rate for services is \$125 per hour, with the work schedule/scheduled hours approved by the City Manager. The need for temporary CPO services was anticipated during budget development and funds are included in the adopted Fiscal Year 2025-26 Operating Budget for these services.

ALTERNATIVES:

Council could direct staff to solicit additional proposals.

ATTACHMENTS:

1. Resolution
 - a. Exhibit 1 to Resolution: Professional Services Agreement with MV Environmental

RESOLUTION No. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA
APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
THE CITY OF MADERA AND MOUNTAIN VALLEY ENVIRONMENTAL
SERVICES, INC.**

WHEREAS, the City of Madera identified a need to secure temporary Chief Plant Operator services to comply with state regulations for operation of the City's Wastewater Treatment Plant; and

WHEREAS, staff solicited proposals to provide said services from four (4) qualified firms and received two (2) proposals; and

WHEREAS, after reviewing proposals received, the City Manager determined that Mountain Valley Environmental Service, Inc., had the staffing, expertise, and availability to provide necessary immediate services in the role of temporary Chief Plant Operator; and

WHEREAS, an initial agreement was entered into between the City of Madera and Mountain Valley Environmental Services, Inc., dated May 16, 2025, for temporary services not to exceed \$74,999.00 in compliance with the City's purchasing policy and ordinance; and

WHEREAS, Mountain Valley Environmental Services, Inc., has met the City's needs for temporary CPO services under this initial agreement and staff is recommending an agreement to continue said services; and

WHEREAS, an agreement has been prepared between the City of Madera and Mountain Valley Environmental Services, Inc., for professional services that is in the best interests of both parties.

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

1. The above recitals are true and correct.
2. The Agreement for Professional Services between the City and Mountain Valley Environmental Services, Inc., a copy of which is attached hereto as Exhibit 1 and incorporated herein, is approved.
3. This resolution is effective immediately upon adoption.

* * * * *

CITY OF MADERA

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into the 15th day of October, 2025, by and between the City of Madera, a municipal corporation of the State of California, hereinafter called "City" and Mountain Valley Environmental Services, Inc., hereinafter called "Consultant."

RECITALS:

- A. The City owns and operates a wastewater treatment facility and desires to obtain professional temporary Chief Plant Operator services.
- B. Consultant submitted a proposal demonstrating it is a firm specializing in the operation and maintenance of water and wastewater facilities with the necessary experience to provide desired services to the City and entered into a Professional Services Agreement dated May 15, 2025, with a Not-to-Exceed amount of \$74,999.00.
- C. City desires to retain Consultant to continue said services, as detailed further herein.

AGREEMENT

1. Incorporation of Recitals. The recitals set forth above are incorporated herein by this reference.

2. Services. The City hereby contracts with Consultant to provide Chief Plant Operator services herein set forth at the compensation and upon the terms and conditions herein expressed, and Consultant hereby agrees to perform such services for said compensation, and upon said terms and conditions. City hereby authorizes Consultant to commence work immediately upon approval of this agreement.

3. Obligations, duties, and responsibilities of Consultant. It shall be the duty, obligation and responsibility of the Consultant, in a skilled and professional manner, to perform the services in accordance with the Scope of Work identified in Exhibit A. Exhibit A is attached and incorporated by reference. Consultant and City Manager will determine actual hours to be spent on Scope of Work by mutual consent.

4. Compensation.

4.1. City shall compensate Consultant for services based on the agreed upon Fee Schedule in Exhibit B. Exhibit B is attached and incorporated by reference.

4.2. The billing statements shall be prepared and organized in a manner that facilitates an efficient review of the services performed. Items should be billed as described on the Fee Schedule in Exhibit B.

4.3. Any billing disputes brought forth by the City must be submitted within fourteen (14) days of the receipt of the billing statement. Such disputes will be submitted by electronic mail (email) to the billing contact provided by Consultant. Billing contact for Consultant:

Tammy Cunningham
Compliance Officer
TCunningham@MVEnvironmental.com

4.4. Payment shall be made directly by the City to the Consultant within thirty (30) days of receipt of billing. Billings are to be made directly to the following City contact via email:

Wendy Silva
Director of Human Resources
wsilva@madera.gov

5. Term and Termination.

5.1. This Agreement shall be effective beginning on October 15, 2025, after execution by both parties and shall continue in full force and effect unless otherwise terminated by the City or Consultant.

5.2. City reserves the right to discharge Consultant and terminate this Agreement at any time with thirty (30) days' notice. In the event of such discharge or termination, the City shall compensate Consultant for services rendered up to and including the date of termination. City shall terminate services and/or the Agreement by delivering to Consultant a written notice specifying the extent to which services and/or the Agreement are terminated and the effective date of the termination. Notice of termination shall be provided as follows:

Randy Johnson, President
Mountain Valley Environmental Service, Inc.
rjohnson@MVEnvironmental.com

6. Independent contractor. In the furnishing of the services provided herein, the Consultant is acting as an independent contractor and not as an employee of the City.

7. Indemnification and Waivers. To the furthest extent allowed by law, Consultant shall indemnify, hold harmless, and defend City and each of its officers, officials, employees, agents, and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs, and damages (whether in contract, tort, or strict liability, including but not limited to personal injury, death at any time, and property damage), and from any and all claims, demands, and actions in law or equity (including reasonable attorney's fees and litigation expense) that arise out of, pertain to, or related to the negligence, recklessness, or willful misconduct of Consultant, its principals, officers, employees, agents, or volunteers in the performance of this Agreement. The

obligations under this paragraph are in addition to, and are not limited by any insurance which Consultant is otherwise required to maintain under this Agreement.

8. Insurance. During the term of this Agreement, Consultant shall maintain, keep in force and pay all premiums required to maintain and keep in force commercial general liability, workers' compensation, and employer's liability insurance. The limits and coverages provided by such policies shall be as required in Exhibit C of this Agreement. Exhibit C is attached and incorporated by reference.

9. Compliance with Law. Consultant shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, and directives, and all provisions required to be included are incorporated by reference.

10. Miscellaneous.

10.1. Consent. Whenever in this Agreement the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.

10.2. Governing Law. The parties agree that this Agreement shall be governed and constructed by and in accordance with the Laws of the State of California.

10.3. Required License and Professional Credentials. Consultant and personnel providing services shall maintain all licenses and professional credentials necessary for the provision of such services. Consultant shall promptly notify City of changes of status or events that might impact the provision of professional services to City.

10.4. Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement, which directly results from an Act of God or an act of a superior governmental authority.

10.5. Headings. The paragraph headings are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

10.6. Incorporation of Documents. All documents constituting the Agreement documents described in Section 3 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in the Agreement and shall be deemed to be part of this Agreement.

10.7. Integration. This Agreement and any amendments hereto between the parties constitute the entire Agreement between the parties. There are no other prior oral or written agreements between the parties that are not incorporated in this Agreement.

10.8. Modification of Agreement. This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.

10.9. Provision. Any agreement, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Agreement shall define or otherwise control, establish or limit the performance required or permitted or to be

required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.

10.10. Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the provisions of this Agreement not so affected shall remain in full force and effect.

10.11. Successors and Assigns. The provisions of this Agreement shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.

10.12. Venue. In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Madera or in the United States District Court for the Eastern District of California.

10.13. Recovery of Costs. The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.

11. Signatures. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Consultant and the City.

**MOUNTAIN VALLEY ENVIRONMENTAL
SERVICES, INC.**

CITY OF MADERA

Randy Johnson
President
Date: _____

Cecelia K. Gallegos
Mayor
Date: _____

EXHIBIT A

SCOPE OF WORK

Consultant will be the designated Chief Plant Operator on file with the State of California for the City of Madera Wastewater Treatment Plant (WWTP) located at 13048 Road 21 ½, Madera, CA 93637.

1. Consultant will provide a California Wastewater certified grade 4 or higher operator who will visit the WWTP site as agreed upon between Consultant and City Manager. This operator will be the Chief Plant Operator and responsible for overseeing the operations and maintenance of the City's WWTP.
2. Consultant will provide oversight, direction and onsite training for City of Madera operators as requested.
3. Consultant shall oversee all required water quality sampling for the influent and effluent as required by the Central Valley Regional Water Quality Control Board (CRWQCB).
4. Consultant shall submit the required Monitoring Reports to the CRWQCB in accordance with the City's Waste Discharge Order.
5. A Consultant CPO shall be available by phone for consultation by the City during normal working hours and after hours for emergency response, as needed.
6. Consultant will provide troubleshooting and systems evaluation on those issues associated with the daily operations of the City's wastewater treatment systems.
7. Consultant and City Manager may expand the stated scope of work to include additional duties and responsibilities for which Consultant is qualified to provide services. Any additional scope must be agreed upon in writing by both Consultant and City Manager.

EXHIBIT B

FEE SCHEDULE

Consultant will bill City for services based on the fee schedule below. Consultant will provide City at least thirty (30) days' notice in writing of any proposed changes to the fee schedule.

<u>Labor</u>	<u>Price/Hr.</u>	<u>Equipment</u>	<u>Price</u>
Consulting Service Fee	\$ 125.00	Backhoe (4 hour minimum)	\$ 95.00/ Hr.
Service Labor- One Operator Grade 4	\$ 110.00	Boom Truck (4 hour minimum)	\$ 125.00/ Hr.
Service Labor- One Operator Grade 3	\$ 100.00	Vac Trailer (4 hour minimum)	\$ 125.00/ Hr.
Service Labor- One Operator Grade 1 & 2	\$ 95.00	Sewer Camera	\$ 300.00
Maintenance Workers - Lead	\$ 100.00	Water Pump (Per Day)	\$ 50.00
Maintenance Workers	\$ 95.00	Bulk Bleach Delivery Trip Charge w/in 50 miles (Bleach billed separately)	\$ 40.00
Administrative	\$ 70.00	Equipment Delivery Fee	\$ 300.00

<u>Description</u>	<u>Price</u>	<u>Analysis Description</u>	<u>Price</u>
Mileage (per mile)	\$ 1.25	<i>All sampling prices will vary depending on the Lab that is used.</i>	
CDO Service (Basic) (Monthly)	\$ 300.00	Trip Charge (under 50 miles)	\$ 65.00
Electronic Annual Report (Minimum)	\$ 150.00	Trip Charge (per mile over 50)	\$ 1.25
Consumer Confidence Report (Minimum)	\$ 350.00		
Drought Reporting (Minimum)	\$ 70.00		
Water System Disinfection	\$ 650.00		
Cross-Connection Survey (Minimum)	\$ 1000.00		

EXHIBIT C

INSURANCE REQUIREMENTS

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 Sub-consultants 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 should be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Workers' 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

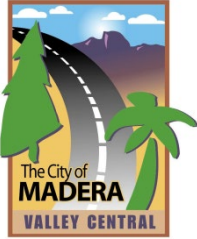
Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City's Risk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



REPORT TO CITY COUNCIL

Approved by:

Council Meeting of: October 15, 2025

Agenda Number: B-17

 for:
Joseph Hebert, Parks & Community Services Director


Arnoldo Rodriguez, City Manager

SUBJECT:

Central Valley Regional Center Fee Waiver Request for the “Passport to the World: Celebrating Our Global Villages” Event

RECOMMENDATION:

Adopt a Resolution waiving the rental fees of the Pan American Community Center on November 8, 2025, related to a “Passport to the World: Celebrating Our Global Villages” event hosted by the Central Valley Regional Center, at an anticipated rental fee of \$1,445

SUMMARY:

The City has received a request from the Central Valley Regional Center (CVRC) seeking a waiver of rental fees for the use of the Pan American Community Center (PACC) to host a “Passport to the World: Celebrating Our Global Villages” event. The rental would be scheduled for Saturday, November 8, 2025, from 7:00 a.m. to 5:00 p.m., inclusive of setup and cleanup time. The event will be a free community resource fair.

DISCUSSION:

The CVRC, through its Cultural Diversity Specialist, Natasha Ambriz, has submitted a formal request to use the PACC for the “Passport to the World: Celebrating Our Global Villages” event. The event is planned for Saturday, November 8, 2025, and aims to be a community resource fair for the community and those who identify as having a developmental disability.

The CVRC is a private non-profit organization that provides services to those with intellectual and developmental disabilities. In an ongoing effort to bring its services to hard-to-serve and underserved areas, CVRC is very interested in hosting the first CVRC vendor fair in the City of Madera at the PACC. The event itself would take place from 10 am to 2 pm. CVRC shared the

event will be a culturally immersive event, which will celebrate the spirit of community diversity and inclusion. CVRC plans to serve food, but no food will be sold.

This report provides details of the request and its alignment with community engagement and CVRC's initiatives for the City Council's consideration.

FINANCIAL IMPACT:

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

Table 1: Estimated Financial Impact Without Fee Waiver	
Administrative Fee	\$25
Gym	\$715
Multipurpose Room	\$500
Kitchen Access	\$135
Early Access	\$70
Total	\$1,445

The total applicable cost for the PACC rental would be \$1,445.

ALTERNATIVES:

The Council may elect to reject the fee waiver and require CVRC to remit any associated fees if they wish to rent PACC for the "Passport to the World: Celebrating Our Global Villages" event.

ATTACHMENTS:

1. Resolution – Waiving the rental fees of the Pan American Community Center on November 8, 2025, related to a "Passport to the World: Celebrating Our Global Villages" event hosted by the Central Valley Regional Center, at an anticipated rental fee of \$1,445
2. Letter of Request

ATTACHMENT 1

Resolution – Waiving the rental fees of the Pan American Community Center on November 8, 2025, related to a “Passport to the World: Celebrating Our Global Villages” event hosted by the Central Valley Regional Center, at an anticipated rental fee of \$1,445

RESOLUTION NO. 25-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, WAIVING THE RENTAL FEES OF THE PAN AMERICAN
COMMUNITY CENTER ON NOVEMBER 8, 2025, RELATED TO A “PASSPORT
TO THE WORLD: CELEBRATING OUR GLOBAL VILLAGES” EVENT HOSTED
BY THE CENTRAL VALLEY REGIONAL CENTER, AT AN ANTICIPATED RENTAL
FEE OF \$1,445**

WHEREAS, the City has received a request for the waiver of fees for the rental of the Pan American Community Center (PACC); and

WHEREAS, the request is from the Central Valley Regional Center (CVRC); and

WHEREAS, CVRC is looking to host a “Passport to the World: Celebrating Our Global Villages” event; and

WHEREAS, the request is for rental utilization on Saturday, November 8, 2025, from 7 am – 5 pm, including setup and cleanup time; and

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

WHEREAS, the fees for the event are calculated at \$1,445; and

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

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

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. The Council finds that the waiver of fees as set forth in this resolution serves a valid public purpose in that the Central Valley Regional Center is a local community organization, and this free event provides the opportunity for the community to learn about resources and services available, especially those with intellectual and developmental disabilities.
3. The City Council does hereby waive the City fees for Rental Fees of the Pan American Community Center on the date and time identified, subject to confirmation of insurance.
4. This resolution is effective immediately upon adoption.

* * * * *

ATTACHMENT 2

Letter of Request

CENTRAL VALLEY REGIONAL CENTER INC.

Main Office: 4615 N. Marty • Fresno, California 93722-7818

Phone: (559) 276-4300 - Fax (559) 276-4360



From: Natasha Ambriz
Cultural Diversity Specialist
Central Valley Regional Center
3172 M St.
Merced, CA 95348

To: Madera Parks and Recreation
701 E. 5th Street
Madera CA 93638

Subject: Letter of Request Fee Waiver for Community Event

To Whom It May Concern,

I am reaching out on behalf of [Central Valley Regional Center \(CVRC\)](#), a private non-profit organization that provides services to those with Intellectual and Developmental Disabilities (I/DD). In our ongoing effort to bringing our services to hard to serve and underserved areas, our agency is very interested in hosting our first CVRC Vendor fair in the City of Madera at your Pan American Community Center.

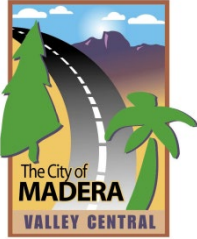
We have booked our event for November 8th, 2025 with an event time of 10:00 AM – 2:00 PM. The event titled *Passport to the World* will be a culturally immersive event which will celebrate the spirit of community diversity and inclusion. This free event serves to share information about available resources to our served individuals, families and the community. We submit this letter of request for a reduced fee as a 501(c) non-profit. If there are any other documents needed to support this letter, do let me know, but your consideration is truly appreciated.

Please do share with your community the event flyer, and do not hesitate to reach out with any further questions.

With a grateful heart,

Natasha Ambriz
Natasha Ambriz





REPORT TO CITY COUNCIL

Approved by:

A handwritten signature in black ink, reading "Michael Lima".

Michael Lima, Director of Financial Services

A handwritten signature in blue ink, reading "Arnoldo Rodriguez".

Arnoldo Rodriguez, City Manager

Council Meeting of: October 15, 2025

Agenda Number: D-1

SUBJECT:

Piggyback purchase agreement for new hydro-excavator

RECOMMENDATION:

Adopt a Resolution ratifying the City Manager's decision to enter into a Sourcewell piggyback agreement with The Charles Machine Works, Inc. (Ditch Witch Division) for the purchase of a new HX30 hydro-excavator for \$80,934.95, and adopt a budget amendment for \$84,990

SUMMARY:

The Public Works and Parks Departments perform a substantial amount of excavating throughout the City to maintain and repair a wide range of assets. When using existing equipment, staff must pot hole and expose utility lines by hand to avoid damage to the lines. A Hydro-excavator allows crews to safely and efficiently expose and remove material around these lines without the need for manual digging, reducing staff time and minimizing the risk of inadvertent damage.

The City does not own a Hydro-excavator and staff is proposing the purchase of a trailer mounted hydro-excavation unit, model HX30, from Ditch Witch through a piggyback agreement with Sourcewell. Using a piggyback agreement for this purchase will save both time and cost that would otherwise be incurred should a stand-alone equipment purchase RFP be issued. As this will be a new addition to the equipment fleet, the hydro-excavator's purchase will require Council approval and a budget amendment.

DISCUSSION:

The City maintains a wide variety of infrastructure throughout the community. Much of this maintenance and repairs require excavating the pavement and dirt down to the wet utilities, electrical cables, or other infrastructure. When excavating, all the interfering and surrounding utilities must be marked and dug out by hand to avoid damage from using heavy equipment.

Hand digging can be time consuming and difficult depending on the working environment and excavation conditions, such as hard dirt or standing water due to a water or sewer leak.

To facilitate this process, the City Manager authorized the purchase of a trailer mounted hydro-excavator. This unit uses high pressure water to safely dislodge the dirt around the infrastructure and other utilities. Additionally, the Hydro-excavator has a vacuum tank which collects the dirt/debris as it is dislodged from the excavation site. More specifically the unit is equipped with:

- A 500-gallon debris tank
- An 80-gallon water tank
- Vacuum extractor

The operating characteristics of the unit allow for more precise excavation, reduces the amount of material to replace and compact, leaves a smaller repair footprint, and leaves the site much cleaner when repairs are completed. Hand digging is eliminated as the unit not only exposes, but safely removes, material around the utility lines. This reduces employee time and labor as well as reduces employee fatigue and injuries.

The vendor demonstrated the hydro-excavator on September 16, 2025 by excavating a damaged fire hydrant in need of repair. Staff from multiple divisions attended the demonstration, and the consensus was that the equipment would be a valuable addition and is expected to expedite repair work. The HX30A is considered a mid-sized potholing machine and requires a Class C drivers license. It should be noted that the HX30A is no longer being offered by the dealer, who is selling the remaining HX30A units that they possess. The latest hydro-excavator model will require users to have a Class A drivers license to operate. The limited availability of the HX30A and the Class A drivers license requirement for new hydro excavator models were the reasons why the City Manager made the decision to pursue this purchase immediately, subject to ratification of the City Manager's decision by Council.

Council approved Ordinance 996 C.S. on December 21, 2022, which amended the City's Municipal Code by adding Title II, Section 4 - Purchasing Procedures. This section allows the City to utilize piggyback purchasing procedures through the Procurement Services Manager to purchase supplies, equipment, or services without completing the City's bidding or proposal process. A piggyback contract can be executed via another entity's agreement when the items or services have already been bid by other governmental agencies or special cooperative agreements, provided such contracts are the result of a competitive bidding process, that the competitive bidding process used and all terms and conditions are substantially the same as those used by the City, and that the competitive bidding process and terms and conditions contain a clause allowing piggybacking by other public agencies.

The Fleet Division purchases various commodities throughout the year for its daily operations, including vehicles, equipment, miscellaneous goods, and services. Because of the variety and quantity of procurements made by Fleet, the division is a natural fit to utilize the piggyback procurement process.

Staff recommends ratifying the City Manager's decision to utilize the Sourcewell piggyback purchase agreement contract #110421-CMW ([Ditch Witch: Contract 110421-CMW | Sourcewell](#)) for the purchase of a new trailer mounted hydro-excavator from The Charles Machine Works, Inc. - Ditch Witch Division. Cost of this unit will be split between Public Works (Water and Facilities Divisions) and Parks Departments.

FINANCIAL IMPACT:

The purchase of the proposed hydro-excavator would be a new addition to the City and is currently not funded in the Fleet Replacement Fund. As such, Council approval is required to authorize the expenditure through a budget amendment.

The cost of the unit is \$80,934.05, including taxes and freight. Staff is recommending using funds at the following contribution percentages:

- Water 90% (\$72,840.65)
- Facilities 5% (\$4,046.70)
- Parks 5% (\$4,046.70)

Water and Facilities will use contingency funds to pay for their shares of the purchase. Because contingency funds are already appropriated in Water and Facilities, no additional budgetary action is needed for their contributions. To cover the Parks Department's contribution of 5%, a General Fund Unrestricted Fund Balance appropriation will be required through a budget amendment. This budget amendment will also reflect an increase in the Fleet Acquisition Fund's (Org 3065-0000) budget to make the purchase.

ALTERNATIVES:

As an alternative, Council may direct staff to prepare a Request for Proposal (RFP) to solicit quotes from vendors per item or issue an RFP per item. Either scenario, while feasible, would require staff resources with no certainty that the prices obtained through this alternative process would be better than those obtained through piggybacking.

Another alternative would be to not approve the purchase and continue current excavation practices.

ATTACHMENTS:

1. Resolution approving Sourcewell piggyback purchase
2. Budget amendment
3. Photo of the HX30 hydro-excavator

RESOLUTION NO. _____

**RESOLUTION APPROVING A SOURCEWELL PIGGYBACK AGREEMENT WITH
THE CHARLES MACHINE WORKS, INC. (DITCH WITCH DIVISION) FOR THE
PURCHASE OF A NEW PUBLIC WORKS HYDRO-EXCAVATOR IN THE
AMOUNT OF \$80,934.95 AND APPROVE A BUDGET AMENDMENT IN THE
AMOUNT OF \$84,990 TO FUND THIS PURCHASE**

WHEREAS, a piggyback contract can be executed via another entity's agreement when the items or services have already been bid by other governmental agencies or special cooperative agreements, provided such contracts are the result of competitive bidding, and that the competitive bidding process used and all terms and conditions are substantially the same as the City's competitive bidding process and terms and conditions; and

WHEREAS, the City Council ('Council') approved Ordinance 996 C.S. on December 21, 2022, which added Title II Section 4 Purchasing Procedures to City's Municipal Code; and

WHEREAS, Ordinance 996 C.S. allows the City to utilize piggyback purchasing procedures to purchase supplies, equipment, or services without completing the City's bidding or proposal process, from any supplier who offers the goods or services at the same or better price, terms, and/or conditions as the supplier previously offered to another public; and

WHEREAS, staff has conducted a due diligence and determined that a piggyback purchase through Sourcewell best meets the City's interests; and

WHEREAS, the purchase of a hydro-excavator would be beneficial to City operations; and

WHEREAS, the purchase of the hydro-excavator was scheduled to be considered by the City Council at their October 1, 2025 meeting; and

WHEREAS, the October 1, 2025 Council meeting was unexpectedly cancelled; and

WHEREAS, there was not sufficient time and ability to schedule another Council meeting prior to Council's next scheduled meeting of October 15, 2025; and

WHEREAS, to allow City business to go forward timely, the City Manager, after informing the Council of his intentions, approved the purchase of the hydro-excavator subject to ratification of the Council at its next meeting; and

WHEREAS, a budget amendment is needed to pay for the hydro-excavator.

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

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

2. The Council finds that the use of piggyback purchases per the City's Municipal Code, Title II, Section 4 - Purchasing Procedures is appropriate, and is in the best interest of the City.
3. The Council ratifies the City Manager's decision to use the Sourcewell piggyback agreements for purchase of a trailer mounted Hydro-excavator for \$80,934.95 from The Charles Machine Works Inc.- Ditch Witch Division on Sourcewell Contract ([Ditch Witch: Contract 110421-CMW | Sourcewell](#)) #110421-CMW.
4. The City Manager is authorized to enter into agreements(s) for each of the items listed above, consistent with the material terms of the Sourcewell agreements and California law, and subject to approval as to legal form by the City Attorney.
5. The budget amendment for \$84,990 is approved. The Director of Financial Services is directed to adjust the City's Fiscal Year 2025/26 Amended Budget in the amount of the approved amendment, as shown in Exhibit A.
6. This Resolution shall take effect immediately upon its adoption.

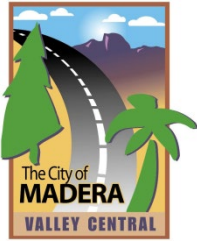
* * *

EXHIBIT A**CITY OF MADERA FISCAL YEAR 2025/26 BUDGET AMENDMENT
FOR HYDRO EXCAVATOR PURCHASE**

FUND	ORG CODE	OBJECT CODE	DESCRIPTION	(+)	(-)
GENERAL FUND					
1020	10206100	4900	Budgetary Carryover		\$4,046
1020	10206100	6907	Interfund Chg. – Fleet Replace.	\$4,046	
EQUIPMENT FUND					
3065	30650000	4351	Interfund Charges		80,944
3065	30650000	7000	Vehicles & Equipment	80,944	
TOTALS				\$84,990	\$84,990

Exhibit C: Photos of the Excavator





REPORT TO CITY COUNCIL

Approved by:



John Botwright, Water & Sewer
Operations Manager



Arnoldo Rodriguez, City Manager

Council Meeting of: October 15, 2025

Agenda Number: D-2

SUBJECT:

Water Well Preventative Maintenance, Rehabilitation, And On-Call Repair Services

RECOMMENDATION:

Adopt a Resolution approving a Contractor Services Agreement with Madera Pumps, Inc., for Water Well Preventative Maintenance, Rehabilitation, And On-Call Repair Services and a Class 1 (Existing Facilities) Categorical Exemption under the California Environmental Quality Act (CEQA)

SUMMARY:

On July 28, 2025, the City of Madera released a Request for Proposals (RFP #202526-03) for Water Well Preventative Maintenance, Rehabilitation, and On-Call Repair Services. The RFP sought qualified contractors to provide specialized on-call services that would ensure the City's municipal water wells remain reliable, safe, and capable of meeting community demand.

The City received three (3) proposals in response to the solicitation. A review committee comprised of staff from Public Works, Engineering, and Finance was convened to evaluate the submittals. The committee applied the evaluation criteria outlined in the RFP, including experience and qualifications, scope of services and scheduling, and references and work quality. Following this review, the committee determined that Madera Pumps, Inc., submitted the most responsive and responsible proposal and is recommended for award of an agreement. Staff is requesting approval to enter into a Contractor Services Agreement with Madera Pumps for an initial term of two (2) years with the ability to extend an up to an additional two (2) years, for a total potential agreement term of four (4) years.

DISCUSSION:

The City of Madera maintains a system of production wells that provide potable groundwater to residents, businesses, and other critical facilities. Over time, groundwater wells require ongoing

inspection, preventative maintenance, rehabilitation, and repair of well components to sustain reliable output and meet water quality standards. Declining well performance may result from age, wear and tear, mineral deposits, corrosion, mechanical failures, or bacteriological contamination.

The City relies exclusively on groundwater to serve approximately 66,000 residents, making the maintenance and performance of its wells critical to the safe and consistent delivery of potable water. The City's water system currently includes eighteen (18) operational municipal wells, with one additional well anticipated to come online during the initial contract term. Each well is equipped with vertical turbine pumps ranging from 150 to 250 horsepower, with well depths between 470 and 610 feet and casing diameters ranging from 14 to 20 inches.

To ensure continued reliability, the City must retain an experienced contractor capable of performing both routine preventative services and urgent, unscheduled repairs. Currently the City does not have an on-call contractor in place for water well maintenance and repair and must obtain quotes each time work is needed. To mitigate service delays caused by this process, the City issued a Request for Proposals (RFP #202526-03), soliciting responses from qualified and experienced firms to provide water well preventative maintenance, rehabilitation, and on-call repair services for the City's municipal groundwater wells. The RFP was released and posted on the City's eBidding platform, PlanetBids, on July 28, 2025, with a submission deadline of August 28, 2025. Upon posting, PlanetBids automatically notified 18 vendors currently registered with the City as well maintenance and repair vendors, and an additional 250 vendors registered through other participating agencies on their site. In addition, staff conducted outreach to identify and notify potential proposers, with an emphasis on engaging local businesses. This effort resulted in 39 additional vendors being contacted, 19 of which are based within the City.

Under the proposed agreement, the selected contractor will assist the City in performing preventative maintenance, rehabilitation, and repair services necessary to sustain and optimize the performance of its active municipal wells. Services will be provided on an on-call, as-needed, time-and-materials basis. The initial contract term will be for two (2) years, with the option to extend the agreement for up to two (2) additional one-year periods, contingent upon satisfactory performance and the City's operational needs.

The scope of work anticipated under this contract includes, but is not limited to:

- Technical consultation on well and pump performance issues
- Inspection and evaluation of wells as part of regular review or as a result of identified concerns, including the removal and/or dismantling of equipment as necessary to identify the area of concern
- Repair, installation, rehabilitation, and/or replacement of pumps, motors, well columns and casings, base plates, lube assembly, etc., and the furnishing of parts and labor in conjunction with such work
- Transport and delivery of pumps/motors

- Providing detailed maintenance and repair reports
- Providing recommendations for equipment upgrades or improvements
- The work to be completed will be of both a routine nature and emergency response

As summarized in Table 1, the City received three (3) qualified bids that were evaluated in accordance with the criteria outlined in the RFP. Madera Pumps, Inc., achieved the highest overall score, demonstrating the strongest alignment with the City's evaluation factors, including experience, qualifications, and scope of services.

Table 1: Bidder Overview		
Bidder	Score	Rank
Madera Pumps, Inc.	86.00%	1
ZIM Industries, Inc.	66.87%	2
Anderson Pump Company	62.56%	3

Madera Pumps, Inc. is a full-service pump and well services provider based in Madera, California. The company was established in 1977 to meet local demand for reliable water supply infrastructure during a regional drought. It provides water system services to municipalities, agricultural operations, irrigation districts, and residential customers throughout California's Central Valley. Madera Pumps offers services including pump sales and repair, efficiency testing, well development and rehabilitation, video well surveying, and electrical services. The company has extensive experience supporting groundwater systems and infrastructure maintenance in the region and has partnered with the City on prior projects such as municipal well rehabilitation or repair work and abandoned well demolition. Based on the results of the RFP evaluation completion, staff recommends Council approve a resolution awarding a contract to Madera Pumps, Inc. for water well preventative maintenance, rehabilitation, and on-call repair services.

While the agreement will award work for well maintenance and repair to a single vendor for the term of the agreement, should the vendor not be able to respond within defined timelines identified in the Scope of Work, the City may exercise the right to contract with other vendors.

ENVIRONMENTAL:

Staff has performed a preliminary environmental assessment of this project and has determined that it falls within the Categorical Exemption set forth in California Environmental Quality Act (CEQA) Guidelines Section 15301 which exempts repair and maintenance projects. Here, the proposed project consists of the ongoing repair, maintenance and rehabilitation of existing municipal water wells, where the facilities will be located on the same site as the original facilities, and will result in negligible or no expansion of use beyond what currently exists. Further, none of the exceptions to Categorical Exemptions set forth in CEQA Guidelines Section 15300.2 are applicable to this project.

FINANCIAL IMPACT:

Award of the agreement does not in and of itself incur an expense. The agreement will provide an approved, on-call vendor, with expenses incurred as services are used. During the preparation of the current fiscal year budget, staff allocated funding to support the repair and rehabilitation of up to two municipal wells annually, at an estimated cost of \$60,000 to \$75,000 per well. A total of \$185,000 has been budgeted for water well rehabilitation in the current adopted operating budget, which includes approximately a 20 percent contingency to accommodate unanticipated repairs or additional maintenance needs.

ALTERNATIVES:

Council may choose to reject all bids and direct Staff to issue a subsequent Request for Proposals. Council may also direct staff to continue with the current process of soliciting bids for each repair and maintenance task.

ATTACHMENTS:

1. Resolution
 - a. Exhibit A: Contractor Services Agreement
2. Request for Proposals (RFP) NO 202526-03
 - a. Addendum 1

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, APPROVING A CONTRACTOR SERVICES AGREEMENT WITH
MADERA PUMPS, INC., FOR WATER WELL PREVENTATIVE MAINTNANCE,
REHABILITATION, AND ON-CALL REPAIR SERVICES**

WHEREAS, the City of Madera maintains a system of production wells that provide potable water to residents, businesses, and critical facilities, serving approximately 66,000 residents; and

WHEREAS, the City's municipal wells require ongoing preventative maintenance, rehabilitation, and repair services to ensure continued reliability, operational efficiency, and compliance with water quality standards; and

WHEREAS, on July 28, 2025, the City issued a Request for Proposals (RFP No. 202526-03) for *Water Well Preventative Maintenance, Rehabilitation, and On-Call Repair Services* to secure a qualified contractor capable of performing such work; and

WHEREAS, the City received three proposals in response to the solicitation, which were evaluated by a review committee composed of representatives from Public Works, Engineering, and Finance, using the criteria set forth in the RFP; and

WHEREAS, based on the evaluation results, Madera Pumps, Inc., achieved the highest overall score and was determined to be the most responsive and responsible proposer, demonstrating superior qualifications, experience, and alignment with the City's service requirements; and

WHEREAS, Madera Pumps, Inc., is a local firm with extensive experience providing well maintenance and rehabilitation services throughout California's Central Valley and has successfully performed prior work for the City of Madera; and

WHEREAS, the City has prepared a Contractor Services Agreement between the City and Madera Pumps, Inc., for Water Well Preventative Maintenance, Rehabilitation and On-Call Repair Services, which is in the best interests of both parties..

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

1. The above recitals are true and correct.
2. The City has performed a preliminary environmental assessment of this project, and as a result the City Council determines this project falls within the Categorical Exemption set forth in California Environmental Quality Act (CEQA) Guidelines Section 15301 which exempts repair and maintenance projects as the proposed project consists of the ongoing repair, maintenance and rehabilitation of existing municipal water wells where

the facilities will be located on the same site as the original facilities and result in a negligible or no expansion of use beyond what currently exists. Further, none of the exceptions to Categorical Exemptions set forth in CEQA Guidelines Section 15300.2 are applicable to this project. As such, the City Council adopts a categorical exemption under Guidelines Section 15301 for this project.

3. The City Council of the City of Madera does hereby accept the three bids received for this project, finds that Madera Pumps, Inc., is the most responsive and responsible bidder based on a comprehensive evaluation.
4. The City Council of the City of Madera hereby approves the Contractor Services Agreement with Madera Pumps, Inc., for Water Well Preventative Maintenance, Rehabilitation, and On-Call Repair Services, attached hereto as Exhibit A and incorporated herein.
5. This Resolution is effective immediately upon adoption.

Exhibit A

CONTRACTOR SERVICES AGREEMENT BETWEEN THE CITY OF MADERA AND MADERA PUMPS FOR WATER WELL PREVENTATIVE MAINTENANCE, REHABILITATION, AND ON-CALL REPAIR SERVICES

This Contractor Services Agreement ("Agreement") is entered into between the City of Madera, a California general law city ("City"), and Madera Pumps, Inc., ("Contractor"). This Agreement shall be effective on the date signed by City which shall occur after execution by Contractor ("Effective Date").

RECITALS

A. City has sought, by a Request for Proposals, to select a Contractor to provide Water Well Preventative Maintenance, Rehabilitation, and On-Call Repair services ("Services").

B. Contractor submitted a proposal for performing the requested services and is engaged in the business of furnishing such services as a contractor 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.

C. City has selected Contractor to perform the requested services on the basis of Contractor's demonstrated competence and professional qualifications.

D. City desires to retain Contractor, and Contractor desires to provide City with the Services, on the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual agreements herein, City and Contractor agree as follows:

AGREEMENT

1. Scope of Services. Contractor shall perform, to the satisfaction of City in accordance with this Agreement, the Services described in the "Scope of Services" attached hereto as **Exhibit A** and incorporated herein by this reference. Contractor shall at all times faithfully, competently and to the best of its ability, experience, and talent, perform all services described herein. All services are on an as-needed basis.

2. Commencement of Services; Term of Agreement. Contractor shall commence the Services upon City's issuance of a written "Notice to Proceed." This Agreement shall be effective on October 15, 2025, after approval by the City Council at a duly scheduled meeting thereof and shall continue in full force and effect through October 15, 2027, unless otherwise terminated earlier by one of the parties pursuant to Section 19 of this Agreement. The term may be extended annually by the City Manager in writing, if extension is limited to term only, and if mutually agreed to at least 60-days in advance of expiration, for a period not to exceed

two (2) additional one-year extensions, by providing such notice to the parties as identified in Section 24 of this Agreement.

(a) Continuity of Personnel. Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors assigned to perform the services under this Agreement. Contractor shall notify City of any changes in Contractor's staff and subcontractors assigned to perform the services under this Agreement.

(b) Additional Services. Contractor shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to or outside of those set forth in this Agreement or listed in **Exhibit A** unless such additional services are authorized in advance and in writing by the City Manager of City. Contractor shall be compensated for any such additional services in the amounts and in the manner agreed to by the City and Contractor.

3. Compensation for Services. City shall compensate Contractor for rendering the services as follows:

(a) Subject to any limitations set forth in this Agreement, City agrees to pay Contractor by the amounts specified in the Schedule of Compensation attached hereto as **Exhibit B** and incorporated herein by this reference.

(b) Each month Contractor shall invoice City for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by subcategory), travel, materials, equipment, supplies, and sub-Contractor contracts.

(c) City shall independently review each invoice submitted by the Contractor to determine whether the work performed, and expenses incurred are in compliance with the provisions of this Agreement. The invoiced amount shall be paid within 30 calendar days unless City disputes any charges or expenses. If any charges or expenses are disputed, City shall pay the undisputed amount and notify Contractor of the nature and amount of the disputed charge or expense. The parties shall seek to resolve the disputed items(s) by mutual agreement.

(d) Payment shall be made directly by the City to the Contractor within thirty (30) days of receipt of billing. Billings are to be made directly to the following City contact via email:

John Botwright
Water and Sewer Operations Manager
Email: jbotwright@madera.gov

(e) Any billing disputes brought forth by the City must be submitted within fourteen

(14) days of the receipt of the billing statement. Such disputes will be submitted by electronic mail (email) to the billing contact provided by Contractor. Billing contact for Contractor:

Trisha Tolbert , CEO
ttolbert@maderapumps.com

(f) Payment to Contractor for work performed under this Agreement shall not be deemed to waive any defects in work performed by Contractor.

4. Independent Contractor Status. Contractor and its subcontractors shall perform the Services as independent contractors and not as officers, employees, agents, or volunteers of City. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Contractor's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Contractor's employees or subcontractors, any claim or right of action against City. Neither the City nor any of its employees shall have any control over the manner, mode, or means by which Contractor or its agents or employees perform the services under this Agreement.

5. Qualifications, and Professional Standards. Contractor represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner. In meeting its obligations under this Agreement, Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Contractor under this Agreement. Contractor represents that to the extent Contractor utilizes subcontractors, such subcontractors are, and will be, qualified in their fields. Contractor also expressly represents that both Contractor and its subcontractors, if any, are now, and will be throughout their performance of the Services under this Agreement, properly licensed or otherwise qualified and authorized to perform the Services required and contemplated by this Agreement. Contractor and its subcontractors, if any, shall utilize the standard of care and skill customarily exercised by members of their profession, shall use reasonable diligence and best judgment while performing the Services, and shall comply with and keep themselves informed of all applicable laws and regulations.

6. Identity of Subcontractors and Sub-Consultants. Contractor shall before commencing any work under this Agreement provide to City in writing: (a) the identity of all subcontractors and sub-consultants (collectively referred to as "subcontractors"), if any, which Contractor intends to utilize in Contractor's performance of this Agreement; and (b) a detailed description of the full scope of work to be provided by such subcontractors. Contractor shall only employ subcontractors pre-approved by City and in no event shall Contractor replace an approved subcontractor without the advance written permission of City, with the understanding that City's permission will not be unreasonably withheld. Notwithstanding any other provisions in this Agreement, Contractor shall be liable to City for the performance of

Contractor's subcontractors.

7. Prevailing Wages. This Agreement is subject to California Labor Code Sections 1720, et seq., and Contractor and subcontractor shall pay not less than the specified prevailing rates of wage to all workers employed in performance of the Work. Pursuant to the provisions of Section 1770 of the California Labor Code, City has obtained the general prevailing rate of wages and employer payments for health and welfare, vacation, pension, and similar purposes, as determined by the Director of the Department of Industrial Relations, a copy of which is on file in the office of City, and shall be made available for viewing to any interested party upon request. The Contractor and each subcontractor shall forfeit as a penalty to City not more than Two Hundred Dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rate in violation of the Labor Code. In addition, the difference between the prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

8. Public Works Contractor Registration. Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relation. No bid will be accepted, nor any contract entered into without proof of the Contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. Contractor and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. In addition, Contractor shall provide the registration number for each listed subcontractor in the space provided in the Designation of Subcontractors Form.

This Project is subject to compliance monitoring and enforcement by the Department of Relations. In executing this contract, Contractor acknowledges that it has reviewed all applicable labor compliance requirements and included the cost of complying with such requirements in its bid.

9. Payroll Records. The Contractor shall comply Section 1776 of the California Labor Code. The Contractor shall keep and require that all subcontractors keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice worker or other employee employed by him in connection with public work. Such payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor by the City, its officers, and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations. In the event of non-compliance with the requirements of Section 1776, the Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply. If Contractor or subcontractor does not comply after such ten (10) day period, the Contractor shall, as a penalty, forfeit one hundred dollars (\$100) for each day or portion thereof for each worker until strict compliance

is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

In accordance with California Labor Code Section 1771.4, Contractor and each subcontractor shall furnish the certified payroll records directly to the Department of Industrial Relations (DIR) on a weekly basis and in the format prescribed by the DIR which may include electronic submission. Contractor shall comply with all applicable requirements and regulations from the DIR relating to labor compliance monitoring and enforcement.

10. Hours of Work. Pursuant to California Labor Code Section 1813, eight hours in any one calendar day and forty (40) hours in any calendar week shall be the maximum hours any worker is required or permitted to work, except in cases of extraordinary emergency caused by fires, flood, or danger to life and property or except as authorized under the overtime provisions in California Labor Code 1815.

Overtime and shift work may be established as a regular procedure by the Contractor with reasonable notice and written permission of the City. No work other than overtime and shift work established as a regular procedure shall be performed between the hours of 6:00 P.M. and 7:00 A.M. nor on Saturdays, Sundays or holidays except such work as is necessary for the proper care and protection of the work already performed or in case of an emergency.

Contractor agrees to pay the costs of overtime inspection except those occurring as a result of overtime and shift work established as a regular procedure. Overtime inspection shall include inspection required during holidays, Saturdays, Sundays, and weekdays. Costs of overtime inspection will cover engineering, inspection, general supervision, and overhead expenses which are directly chargeable to the overtime work. Contractor agrees that City shall deduct such charges from payments due the Contractor.

11. Subcontractor Provisions. Contractor shall include in its written agreements with its subcontractors, if any, provisions which: (a) impose upon the subcontractors the obligation to provide to City the same insurance and indemnity obligations that Contractor owes to City; (b) make clear that City intends to rely upon the reports, opinions, conclusions, and other work product prepared and performed by subcontractors for Contractor; and (c) compliance with all laws and certifications as required under this Agreement.

12. Power to Act on Behalf of City. Contractor shall not have any right, power, or authority to create any obligation, express or implied, or make representations on behalf of City except as may be expressly authorized in advance in writing from time to time by City and then only to the extent of such authorization.

13. Record Keeping; Reports. Contractor shall keep complete records showing the type of Services performed. Contractor shall be responsible and shall require its subcontractors to keep similar records. City shall be given reasonable access to the records of Contractor and its subcontractors for inspection and audit purposes. Contractor shall provide City with a

working draft of all reports and a copy of all final reports prepared by Contractor under this Agreement.

14. Ownership and Inspection of Documents. All data, tests, reports, documents, conclusions, opinions, recommendations, and other work product generated by or produced for Contractor or its subcontractors in connection with the Services, regardless of the medium, including physical drawings and materials recorded on computer discs ("Work Product"), shall be and remain the property of City. City shall have the right to use, copy, modify, and reuse the Work Product as it sees fit. Upon City's request, Contractor shall make available for inspection and copying all such Work Product and all Work Product shall be turned over to City promptly at City's request or upon termination of this Agreement, whichever occurs first. Contractor shall not release any Work Product to third parties without prior written approval of the City Manager. This obligation shall survive termination of this Agreement and shall survive for four (4) years from the date of expiration or termination of this Agreement.

15. Confidentiality. All data, reports, conclusions, opinions, recommendations, and other work product prepared and performed by and on behalf of Contractor in connection with the Services performed pursuant to this Agreement shall be kept confidential and shall be disclosed only to City, unless otherwise provided by law or expressly authorized by City. Contractor shall not disclose or permit the disclosure of any confidential information acquired during performance of the Services, except to its agents, employees, affiliates, and subcontractors who need such confidential information in order to properly perform their duties relative to this Agreement. Contractor shall also require its subcontractors to be bound to these confidentiality provisions.

16. City Name and Logo. Contractor shall not use City's name or insignia, photographs relating to the City projects for which Contractor's services are rendered, or any publicity pertaining to the Contractor's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

17. Non-liability of Officers and Employees. No officer or employee of City shall be personally liable to Contractor, or any successors in interest, in the event of a default or breach by City for any amount which may become due Contractor or its successor, or for any breach of any obligation under the terms of this Agreement.

18. City Right to Employ Other Contractors. This Agreement is non-exclusive with Contractor. City reserves the right to employ other Contractors in connection with the Services.

19. Termination of Agreement. This Agreement shall terminate upon completion of the Services, or earlier pursuant to the following.

a. For Convenience of City. This Agreement may be terminated by City at its discretion upon thirty (30) days prior written notice to Contractor.

b. For Breach of Either Party. If for any cause either party fails to fulfill in a timely and proper manner its obligations under this Agreement (the “breaching party”), the other party (the “terminating party”) shall have the right to terminate the Agreement by giving not less than five (5) working days’ written notice to the breaching party of the intent to terminate and specifying the effective date thereof. The terminating party shall, however, provide the breaching party with a detailed statement of the grounds for termination. This statement shall include, as appropriate, references to specific provisions of this Agreement, dates, dollar amounts and other information relevant to the decision to terminate for cause.

c. Compensation to Contractor Upon Termination. In the event termination is not due to fault attributable to Contractor and provided all other conditions for payment have been met, Contractor shall be paid compensation for services performed prior to notice of termination. As to any phase partially performed but for which the applicable portion of Contractor's compensation has not become due, Contractor shall be paid the reasonable value of its services provided. However, in no event shall such payment when added to any other payment due under the applicable part of the work exceed the total compensation of such part as specified in Section 3 herein. In the event of termination due to Contractor’s failure to perform in accordance with the terms of this Agreement through no fault of City, City may withhold an amount that would otherwise be payable as an offset to City's damages caused by such failure.

d. Effect of Termination. Upon receipt of a termination notice (or completion of this Agreement), Contractor shall: (i) promptly discontinue all Services affected (unless the notice directs otherwise); and (ii) deliver or otherwise make available to the City, without additional compensation, all data, documents, procedures, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process. Following the termination of this Agreement for any reason whatsoever, City shall have the right to utilize such information and other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared under this Agreement by Contractor. Contractor may not refuse to provide such writings or materials for any reason whatsoever.

20. Insurance. Contractor 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. Contractor shall provide City with copies of required certificates of insurance upon request.

21. Indemnity and Defense. Contractor 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 Contractor's performance of its obligations under this agreement or out of the operations conducted by Contractor, except for such loss or damage arising from the active negligence, sole negligence or willful misconduct of the City. In the event the City indemnitees are had a party to any action, lawsuit, or other adversarial proceeding arising from Contractor's performance of this agreement, the Contractor 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.

22. Compliance with All Laws. Contractor shall be familiar with and shall comply with all City, State, and Federal laws and regulations applicable to the work to be performed under this Agreement. In providing the services required under this Agreement, Contractor shall at all times comply with all applicable laws, regulations, and resolutions of the United States, the State of California, and the City of Madera now in force and as they may be enacted, issued, or amended during the term of this Agreement.

23. Assignment. Neither this Agreement nor any duties or obligations hereunder shall be assignable by Contractor without the prior written consent of City. In the event of an assignment to which City has consented, the assignee shall agree in writing to personally assume and perform the covenants, obligations, and agreements herein contained. In addition, Contractor shall not assign the payment of any monies due Contractor from City under the terms of this Agreement to any other individual, corporation, or entity. City retains the right to pay any and all monies due Contractor directly to Contractor.

24. Form and Service of Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered; sent by certified mail, postage prepaid and return receipt requested; or emailed addressed as follows:

CITY:

City of Madera
Attn: Arnoldo Rodriguez
205 W. 4th Street
Madera, CA 93637
Phone: 559-661-5400
Email: arodriguez@madera.gov

CONTRACTOR:

Madera Pumps, Inc.
Attn: Trisha Tolbert
11884 Road 29
Madera, CA 93637
Phone: 559-517-6303
Email: ttolbert@maderapumps.com

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile, or if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

25. Conflict of Interest. Prior to City's execution of this Agreement, Contractor 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, Contractor shall have the obligation and duty to immediately notify City in writing of any change to the information provided by Contractor on **Exhibit D**.

- 22.1. Contractor shall not employ or retain the services of any person while such person either is employed by City or is a member of the City Council, any City commission, board, committee, or similar City body. This requirement may be waived in writing by the City Manager if no actual or potential conflict is involved.
- 22.2. Contractor 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.*).
- 22.3. Contractor represents and warrants that as of the effective date hereof, he/she/they represents no client whose interests are adverse to the City's.
- 22.4. This Section 22 shall survive expiration or termination of this Agreement.

26. Entire Agreement. This Agreement, including the attachments and exhibits, represents the entire Agreement between City and Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral with respect to the subject matter herein. This Agreement may be amended only by written instrument signed by both City and Contractor.

27. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

28. Authority. The signatories to this Agreement warrant and represent that they have the legal right, power, and authority to execute this Agreement and bind their respective entities.

29. Severability. In the event any term or provision of this Agreement is declared to be invalid or illegal for any reason, this Agreement will remain in full force and effect and will be interpreted as though such invalid or illegal provision were not a part of this Agreement. The remaining provisions will be construed to preserve the intent and purpose of this Agreement and the parties will negotiate in good faith to modify any invalidated provisions to preserve each party's anticipated benefits.

30. Applicable Law and Interpretation and Venue. This Agreement shall be interpreted in accordance with the laws of the State of California. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party. This Agreement is entered into by City and Contractor in the County of Madera, California. Thus, in the event of litigation, venue shall only lie with the appropriate

state or federal court in Fresno County.

31. Attorneys Fees. If either party is required to commence any proceeding or legal action to enforce or interpret 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 attorneys' fees and legal expenses.

32. Amendments and Waiver. This Agreement shall not be modified or amended in any way, and no provision shall be waived, except in writing signed by the parties hereto. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the remaining provisions of this Agreement.

33. Third Party Beneficiaries. Nothing in this Agreement shall be construed to confer any rights upon any party not a signatory to this Agreement.

34. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

35. Non-Discrimination. Contractor shall not discriminate on the basis of any protected class under federal or State law in the provision of the Services or with respect to any Contractor employees or applicants for employment. Contractor shall ensure that any subcontractors are bound to this provision. A protected class includes, but is not necessarily limited to race, color, national origin, ancestry, religion, age, sex, sexual orientation, marital status, and disability.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the City and Contractor have executed this Agreement on the date(s) set forth below.

CONTRACTOR NAME

CITY OF MADERA

By: _____
Trisha Tolbert, CEO and Owner

By: _____
Cecilia K. Gallegos, Mayor

Date: _____

Date: _____

APPROVE AS TO FORM:

Shannon L. Chaffin, City Attorney

ATTEST:

Alicia Gonzales, City Clerk

Exhibits

- Exhibit A - Scope of Work
- Exhibit B - Schedule of Compensation
- Exhibit C - Insurance Requirements
- Exhibit D - Conflict of Interest Disclosure Form

EXHIBIT A
SCOPE OF WORK

The City has the need to conduct preventative maintenance, rehabilitate, repair, rebuild and replace well components when there is a decrease in capacity, age, wear and tear, bacteriological concerns, or other well production issues. The work will generally consist of preventative maintenance, repairs, refurbishment, maintenance, shop work, and field work, including :

- Technical consultation
- Inspection and evaluation of wells as part of regular review or as a result of identified concerns. This may include removal and/or dismantling of equipment as necessary to identify the area of concern.
- Repair, installation, rehabilitation, and/or replacement of pumps, motors, well columns and casings, base plates, lube assembly, etc., and the furnishing of parts and labor in conjunction with such work.
- Transport and delivery of pumps/motors
- Providing detailed maintenance and repair reports
- Providing recommendations for equipment upgrades or improvements

The work to be completed will be of both a routine nature and emergency response. The following outlines the Expectations, followed by various Task.

Expectations:

- A. Prior to commencement of work, the awarded contractor and the City shall discuss, review, and evaluate well records to recommend possible treatment methods depending on the condition of each well. The Contractor shall submit to the City a detailed proposal including the type of removal and repair, treatment, chemical uses, quantity, duration, man-hours, and cost for final approval.
- B. The work includes well pump testing, pulling and installations, water well rehabilitations, well casing removal, repairs and installations, water well video inspections, electric motor repairs at various locations throughout the City and other repairs/maintenance of water wells as may be needed. The Contractor shall provide all necessary equipment, such as, but not limited to, drilling rig, pump rig, flatbed truck, boom truck, tractor trailer necessary to complete the work. For nonemergency repair requests, Contractor will respond within 48 hours.
- C. The Contractor is required to provide appropriate tools, equipment, materials, and personnel to successfully complete the repair, rebuilding of motors, reinstallation, cleaning, general maintenance, and disinfection of the wells.
- D. Work will be contracted on a time and materials basis. The Contractor shall secure the

well site and its equipment throughout the duration of work. The Contractor is also responsible for discharging treated water after rehabilitation of the well into an appropriate drainage system in a manner that complies with the National Pollutant Discharge Elimination System (NDPES) regulations and permits.

- E. The Contractor shall assign a responsible representative and an alternate to coordinate with City staff. Any changes in responsible representative must be approved, in advance, by the City. The City will have the right to reject other proposed changes in personnel and may consider any other changes in responsible personnel a breach of contract.
- F. Pump Removal/Installation and Servicing: The Contractor shall be qualified to perform water well submersible pump removal and installation.
- G. Well Video Survey Service: The Contractor shall be qualified to perform water well video inspections using color video equipment with side scan and down-hole survey views. Videos shall be produced in electronic MP4 format in standard definition with a pixel resolution of 640 x 480 pixels or at higher resolutions. The ability to perform these surveys at higher resolutions will be given higher consideration.

The video survey unit shall simultaneously transpose the City's name, well name, footage, and the date of inspection on the monitor screen and the video record. A footage counter/recorder shall read in feet and be accurate within 2 percent of the actual footage.

The video survey camera shall be capable of right angle or normal downhole viewing with a change in camera lens or mechanical movement of the camera. At the direction of the City, the Contractor must be able to provide right angle viewing to view any casing section in a direct elevation view.

- H. Inspections: The City or its designated representative, shall, at all times, have access to the work and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the progress, workmanship, and character of materials and equipment used and employed in the work.

Tasks:

Task 1: Preventive & Routine Maintenance

Work shall mostly consist of a non-emergency, scheduled nature between normal business hours. The work will consist of routine, on-call support to the City in the repair and maintenance of its water wells.

Task 2: Pump Testing

Contractor shall provide pump testing services (Pump efficiency testing) twice annually during

fall and spring and as needed and directed by the City. Contractor shall record key well drawdown data including Static Water Level, Pumping Water Level Depth, Maximum Drawdown, Specific Capacity, Pump Capacity, Well Efficiency and optimum Well Drawdown. The test will be measured by gallons per minute (gpm). Spring testing shall occur during the months of March and April. Fall testing shall occur during the months of October and November.

Task 3: Rehabilitation and Treatment Services

The Contractor shall be qualified to provide well rehabilitation and treatment services. Contractor shall furnish all portable engine-driven pumps necessary to perform well redevelopment and rehabilitation. Costs for temporary piping, sound proofing, and related equipment require approval by the City's Public Works Director prior to expenditure.

To perform these tasks, the Contractor shall have the capability to perform mineral analysis, chemical treatment, zone testing, well casing patches, similar casing repairs/improvements, airlifting, mechanical treatment on well screens and casings (dual swab, wire/nylon brush, sonar jetting, etc.). All chemicals used in treating wells shall be State approved for the purpose intended, must be National Sanitation Foundation (NSF) approved.

The Contractor's estimates shall include the typical type and concentration of chemicals (acids, inhibitors, polymers, neutralizers, etc.) to be/used; the appropriate contact time for the chemicals; and the typical procedure for introducing, mixing, and neutralizing chemicals in the well. In addition, the name(s) and phone numbers of any company(ies) that will supply the treatment chemicals shall be provided. Completed Safety Data Sheets (SDS) for all chemicals used shall include the methods of mechanical treatment (dual swab, wire/nylon brush, sonar jetting, etc.).

Task 4: Major Repairs

Contractor shall provide any major pump repairs, overhauls, or direct replacement of pumps that are not included under Tasks 1 through 3, inclusive. Contractor must obtain written approval from the City's Public Works Director before starting major repairs. Contractor shall be responsible for removing, transporting, repairing/replacing and installing pumps, motors, and related equipment. The Contractor will contact the City to coordinate access to pump stations.

Task 5: Emergency Response

City may request on-call repair or emergency repair services from Contractor at any time of day. The Contractor shall maintain a telephone number for the entire term of the agreement where a designated representative can be reached.

Emergency repair and maintenance may be required at all hours. Contractor will respond to emergency repair requests within 24 hours of notice from the City. If City requests emergency

service, the Contractor must perform a site visit within 24 hours of receiving notice from the City and utilize best available options to provide a timely resolution to the issue. If Contractor cannot commence work or fails to respond and visit work site within 24 hours of notice from the City, the City reserves the right to contract with other vendors.

EXHIBIT B
SCHEDULE OF COMPENSATION

Task	Description	Quantity	Unit	Unit Price	Price
1	Pull Water Well Submersible Pump (typical 360 ft deep, 10 stage bowl assembly, 10" discharge & suction line)	1	EA	\$3,400	\$3,400
2	General Video Inspection	1	EA	\$750	\$750
3	Shop Labor Rate	100	HR	\$65	\$6,500
4	Crane Rate (including labor)	100	HR	\$225	\$22,500
5	Machine Labor Rate	100	HR	\$85	\$8,500
6	Steel Wire Brush Perforations	1	EA	\$2,360	\$2,360
7	Airlift Bottom Fill	1	EA	\$2,360	\$2,360
8	Re-Install Pump	1	EA	\$3,600	\$3,600
9	Machine Labor Rate	1	EA	\$85	\$85

EXHIBIT C INSURANCE REQUIREMENTS

Contractor shall maintain limits no less than:

- \$2,000,000 **General Liability** (including operations, products and completed operations) per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO forms CG 20 10 and CG 20 37 to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- \$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 Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and \$1,000,000 **Employer's Liability** per accident for bodily injury or disease. Contractor shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.

Maintenance of Coverage

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

Proof of Insurance

Contractor shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, 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 Contractor, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

Enforcement of Contract Provisions (non estoppel)

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

Specifications not Limiting

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

Notice of Cancellation

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

Self-insured Retentions

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

Timely Notice of Claims

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

Additional Insurance

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

EXHIBIT D
DISCLOSURE OF CONFLICT OF INTEREST

		YES*	NO
1	Are you currently in litigation with the City of Madera or any of its agents?	☐	☐
2	Do you represent any firm, organization or person who is in litigation with the City of Madera?	☐	☐
3	Do you currently represent or perform work for any clients who do business with the City of Madera?	☐	☐
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?	☐	☐
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?	☐	☐
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?	☐	☐
* If the answer to any question is yes, please explain in full below.			

Explanation: _____

Signature

(name)

(address)

(city state zip)

☐ Additional page(s) attached.



Request for Proposal No. 202526-03

City of Madera

**Water Well Preventative Maintenance, Rehabilitation, And
On-Call Repair Services**

Date Released: July 28, 2025

Proposals are due August 28, 2025, prior to 4:00 PM.

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I. INTRODUCTION

The City of Madera is soliciting proposals from qualified and experienced firms to provide water well preventative maintenance, rehabilitation, and on-call repair services for the City's municipal groundwater wells for which City is entirely reliant to provide potable water to approximately 66,000 residents.

The City's water well equipment includes:

- 18 operational municipal wells. One additional municipal water well is anticipated to come online during the initial contract period.
- Vertical turbine pumps ranging in size from 150 to 250 horsepower
- Well depths range from 470 feet to 610 feet
- Well casing diameters range from 14 inches to 20 inches

For a detailed inventory, please refer to **Attachment A**, Madera Well and Pump Data.

The selected Contractor will be expected to support the City in maintaining and servicing its active municipal wells. during the initial contract period.

Services under this contract will be provided on an on-call, as-needed, time-and-materials basis. The initial contract term will be for two (2) years, with the option to extend the agreement for up to two (2) additional one-year periods.

II. MINIMUM QUALIFICATIONS

- All work shall be completed by a water well drilling contractor registered in the State of California and possessing a valid C-57 Well Drillers Contractors License.
- Five years' experience in Municipal Water Well maintenance services, including field and machine repair work.
- Knowledge of methods and techniques used for maintaining municipal water wells.

III. SCOPE OF WORK

The City has the need to conduct preventative maintenance, rehabilitate, repair, rebuild and replace well components when there is a decrease in capacity, age, wear and tear, bacteriological concerns, or other well production issues. The work will generally consist of preventative maintenance, repairs, refurbishment, maintenance, shop work, and field work, including :

- Technical consultation

- Inspection and evaluation of wells as part of regular review or as a result of identified concerns. This may include removal and/or dismantling of equipment as necessary to identify the area of concern.
- Repair, installation, rehabilitation, and/or replacement of pumps, motors, well columns and casings, base plates, lube assembly, etc., and the furnishing of parts and labor in conjunction with such work.
- Transport and delivery of pumps/motors
- Providing detailed maintenance and repair reports
- Providing recommendations for equipment upgrades or improvements

The work to be completed will be of both a routine nature and emergency response. The following outlines the Expectations, followed by various Task.

Expectations:

- A. Prior to commencement of work, the awarded contractor and the City shall discuss, review, and evaluate well records to recommend possible treatment methods depending on the condition of each well. The Contractor shall submit to the City a detailed proposal including the type of removal and repair, treatment, chemical uses, quantity, duration, man-hours, and cost for final approval.
- B. The work includes well pump testing, pulling and installations, water well rehabilitations, well casing removal, repairs and installations, water well video inspections, electric motor repairs at various locations throughout the City and other repairs/maintenance of water wells as may be needed. The Contractor shall provide all necessary equipment, such as, but not limited to, drilling rig, pump rig, flatbed truck, boom truck, tractor trailer necessary to complete the work. For nonemergency repair requests, Contractor will respond within 48 hours.
- C. The Contractor is required to provide appropriate tools, equipment, materials, and personnel to successfully complete the repair, rebuilding of motors, reinstallation, cleaning, general maintenance, and disinfection of the wells.
- D. Work will be contracted on a time and materials basis. The Contractor shall secure the well site and its equipment throughout the duration of work. The Contractor is also responsible for discharging treated water after rehabilitation of the well into an appropriate drainage system in a manner that complies with the National Pollutant Discharge Elimination System (NDPES) regulations and permits.

- E. The Contractor shall assign a responsible representative and an alternate to coordinate with City staff. Any changes in responsible representative must be approved, in advance, by the City. The City will have the right to reject other proposed changes in personnel and may consider any other changes in responsible personnel a breach of contract.
- F. Pump Removal/Installation and Servicing: The Contractor shall be qualified to perform water well submersible pump removal and installation.
- G. Well Video Survey Service: The Contractor shall be qualified to perform water well video inspections using color video equipment with side scan and down-hole survey views. Videos shall be produced in electronic MP4 format in standard definition with a pixel resolution of 640 x 480 pixels or at higher resolutions. The ability to perform these surveys at higher resolutions will be given higher consideration.

The video survey unit shall simultaneously transpose the City's name, well name, footage, and the date of inspection on the monitor screen and the video record. A footage counter/recorder shall read in feet and be accurate within 2 percent of the actual footage.

The video survey camera shall be capable of right angle or normal downhole viewing with a change in camera lens or mechanical movement of the camera. At the direction of the City, the Contractor must be able to provide right angle viewing to view any casing section in a direct elevation view.

- H. Inspections: The City or its designated representative, shall, at all times, have access to the work and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the progress, workmanship, and character of materials and equipment used and employed in the work.

Tasks:

Task 1: Preventive & Routine Maintenance

Work shall mostly consist of a non-emergency, scheduled nature between normal business hours. The work will consist of routine, on-call support to the City in the repair and maintenance of its water wells.

Task 2: Pump Testing

Contractor shall provide pump testing services (Pump efficiency testing) twice annually during fall and spring and as needed and directed by the City. Contractor shall record key well drawdown data including Static Water Level, Pumping Water Level Depth, Maximum Drawdown, Specific Capacity, Pump Capacity, Well Efficiency and optimum Well Drawdown. The test will be measured by gallons per minute (gpm). Spring testing shall occur during the months of March and April. Fall testing shall occur during the months of October and November.

Task 3: Rehabilitation and Treatment Services

The Contractor shall be qualified to provide well rehabilitation and treatment services. Contractor shall furnish all portable engine-driven pumps necessary to perform well redevelopment and rehabilitation. Costs for temporary piping, sound proofing, and related equipment require approval by the City's Public Works Director prior to expenditure.

To perform these tasks, the Contractor shall have the capability to perform mineral analysis, chemical treatment, zone testing, well casing patches, similar casing repairs/improvements, airlifting, mechanical treatment on well screens and casings (dual swab, wire/nylon brush, sonar jetting, etc.). All chemicals used in treating wells shall be State approved for the purpose intended, must be National Sanitation Foundation (NSF) approved.

The Contractor's estimates shall include the typical type and concentration of chemicals (acids, inhibitors, polymers, neutralizers, etc.) to be/used; the appropriate contact time for the chemicals; and the typical procedure for introducing, mixing, and neutralizing chemicals in the well. In addition, the name(s) and phone numbers of any company(ies) that will supply the treatment chemicals shall be provided. Completed Safety Data Sheets (SDS) for all chemicals used shall include the methods of mechanical treatment (dual swab, wire/nylon brush, sonar jetting, etc.).

Task 4: Major Repairs

Contractor shall provide any major pump repairs, overhauls, or direct replacement of pumps that are not included under Tasks 1 through 3, inclusive. Contractor must obtain written approval from the City's Public Works Director before starting major repairs. Contractor shall be responsible for removing, transporting, repairing/replacing and

installing pumps, motors, and related equipment. The Contractor will contact the City to coordinate access to pump stations.

Task 5: Emergency Response

City may request on-call repair or emergency repair services from Contractor at any time of day. The Contractor shall maintain a telephone number for the entire term of the agreement where a designated representative can be reached.

Emergency repair and maintenance may be required at all hours. Contractor will respond to emergency repair requests within 24 hours of notice from the City. If City requests emergency service, the Contractor must perform a site visit within 24 hours of receiving notice from the City and utilize best available options to provide a timely resolution to the issue. If Contractor cannot commence work or fails to respond and visit work site within 24 hours of notice from the City, the City reserves the right to contract with other vendors.

IV. PROPOSAL REQUIREMENTS

These guidelines are provided for standardizing the preparation and submission of Proposal/Proposals by all Contractors. The intent of these guidelines is to assist Contractors in preparation of their proposals, to simplify the review process, and to help assure consistency in format and content. Proposals must be typed and must not include any unnecessary, elaborate, promotional or display materials. Proposals should be clear and concise. Pages must be numbered at the bottom of the page, labeled, and organized in the order listed below.

Proposals shall contain the following information in the order listed:

A. Cover Letter.

The letter should:

1. Introduce the proposing firm.
2. Provide the address of the office where the relationship will be domiciled.
3. Acknowledge review of any published Addenda as of the date of submission.
4. Be signed by an authorized agency officer.

No pricing information should be included in the section. The cover letter shall be addressed to:

Jennifer Stickman, Procurement Services Manager
Finance Department
City of Madera
205 W. 4th Street
Madera, CA 93637

B. **Background and Project Summary**

The Background and Project Summary Sections should describe your understanding of the City, the work to be done, and the objectives to be accomplished. Refer to Scope of Work, Section III of this RFP.

C. **Qualifications and Experience**

Describe the qualifications and experience of the organization or entity performing services/projects within the past five years that are similar in size and scope to demonstrate competence to perform these services. Submit a description of the organization's qualifications, experience and abilities that make it uniquely capable to provide the services specified in the Scope of Work.

D. **Key Personnel**

Identify the members of the staff who would be assigned to act for Proposer's firm in key management and field positions providing the services described in the Proposal, and the functions to be performed by each.

E. **References**

Using the RFP Reference Form in **Attachment B, RFP Reference Form**, provide a list of at least two current and previous contracts similar to the requirements for City of Madera, including all public agencies served, scope of work performed, date of contract, the length of time you have been providing services, and the name, title, and telephone number of the person who may be contacted regarding your organization's service record.

F. **Cost Proposal**

Provide a Cost Proposal using the attached form in **Attachment C, Cost Proposal Form**. The cost proposal must be uploaded to the PlanetBids vendor portal separately from the rest of the proposal. Proposals shall be valid for a minimum of 180 days following submission.

G. **Proposed Agreement for Services**

Identify any requested modifications to the sample agreement for services provided as **Attachment D** to this RFP. Any change that the Contractor desires to terms of the sample agreement must be clearly specified in the submitted proposal. **You must provide a statement of agreement with the attached sample agreement, or recitation of edits required for proposer to execute the contract.** Note, however, that the City reserves the right not to modify the sample agreement and award on the basis of the proposer's willingness to agree to the terms of the sample agreement.

V. PROPOSAL EVALUATION

Evaluation Process

All proposals will be evaluated by the City's Selection Committee (Committee). The Committee will be composed of some City staff. Other parties that have expertise or experience in the services described herein may also be members of the Committee. The Committee will review the submittals and will rank the proposers. The evaluation of the proposals shall be within the sole judgment and discretion of the Committee. All contact during the evaluation phase shall only be through the City's Purchasing Division. Proposers shall neither contact nor lobby evaluators during the evaluation process. Attempts by Proposer to contact members of the Committee may jeopardize the integrity of the evaluation and selection process and risk possible disqualification of Proposer.

The Committee will evaluate each proposal that meets the qualification requirements set forth in this RFP. Proposers should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments may be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the City's requirements as set forth in this RFP.

The selection process may include oral interviews. Vendors will be notified of the time and place of oral interviews and of any additional information that may be required to be submitted.

The City will negotiate with the top ranked firm, as determined by the selection committee. If an agreement cannot be reached with the number one ranked firm, then the negotiations will be terminated, and the firm will be informed in writing. The number two ranked firm will then be invited to enter into the negotiations process.

Evaluation Criteria

Proposals will be evaluated according to each Evaluation Criteria and scored according to Table 1 below. The scores for all the Evaluation Criteria will then be multiplied according to their assigned weight to arrive at a weighted score for each proposal. A proposal with a higher-weighted total will be deemed of higher quality than a proposal with a lesser-weighted total.

The Evaluation Criteria Summary and their respective weights are as follows:

Table 1: Evaluation Criteria Summary		
<i>No.</i>	<i>Written Evaluation Criteria</i>	<i>Weight</i>
1	Experience and Qualifications	30
2	Scope of Services & Scheduling	30
3	References and Work Quality	30
4	Cost Schedule	10
Total:		100

1. Experience and Qualifications. (30 points)

The contractor in general, as well as the General Manager and other key individuals must demonstrate competence to perform these services. Provide licenses and company safety records.

2. Scope of Services & Scheduling (30 points)

Contractor must provide detailed approach to the services outlined in Section III, Scope of Work, including preventative maintenance, emergency response, well rehabilitation, quality control, response times, and scheduling. Additionally, the Contractor must include detailed information on expected response times and scheduling procedures for both routine and emergency services. The proposed plan should demonstrate the Contractor's ability to maintain service continuity, minimize downtime, and ensure the long-term reliability of the water well systems.

Contractor shall indicate capability to perform necessary tasks, resolve problems, warranty work, timeliness of repairs, and maintain a full-service shop with all the necessary equipment required for well and pump repair and rehabilitation projects.

3. Reference and Work Quality (30 points)

Using the RFP Reference Form in **Attachment B**, Contractor shall provide at least two work references and show the ability to meet the proposal requirements.

4. Cost Schedule (10 Points)

Using the Cost Proposal Form in **Attachment C**, provide a fee schedule/pricing information for the project. Proposals shall be valid for a minimum of 180 days following submission.

VI. GENERAL INFORMATION

The City has attempted to provide all information available. It is the responsibility of each Proposer to review, evaluate, and where necessary, request any clarification prior to submission of a Proposal. Proposers are not to contact other City personnel with any questions or clarifications concerning this Request for Proposal (RFP). The City's Purchasing Division contact listed on page 7 of this RFP will provide all official communication concerning this RFP. Any City response relevant to this RFP other than through or approved by the City's Purchasing Division is unauthorized and will be considered invalid.

If clarification or interpretation of this solicitation is considered necessary by City, a written addendum shall be issued, and the information will be posted on the City's electronic bid management system (PlanetBids) at <https://pbsystem.planetbids.com/portal/54016/portal-home>. Any interpretation of or correction to this solicitation will be made only by addendum issued by the City's Purchasing Division. It is the responsibility of each Proposer to periodically check the City's electronic bid management system to ensure that it has received and reviewed any and all addenda to this solicitation. The City will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information that are disseminated outside of the methods detailed in this section.

Schedule of Events

This Request for Proposal shall be governed by the schedule in Table 2.

Table 2: RFP Schedule*	
RFP Release	07/28/2025
Deadline for Written Questions	08/11/2025, 5:00 PM
Response to Questions Posted	08/18/2025
Proposals Due Date and Time	08/28/2025, 4:00 PM
Council Consideration of Award of Contract	September
*This schedule is subject to change at the discretion of the City	

A. Inquiries

Any questions related to this RFP shall be submitted in writing via the City's PlanetBids vendor portal at <https://pbsystem.planetbids.com/portal/54016/portal-home> under the "Q&A" tab, no later than 5:00 PM on August 11, 2025.

No verbal requests or requests made in any other format will be accepted. Questions must be submitted individually and not in a paragraph format nor combined in a single

submission. All posted questions will be answered in writing and conveyed via written addenda to all Proposers via posting through the City's PlanetBids vendor portal at <https://pbsystem.planetbids.com/portal/54016/portal-home> under the "Addenda/Emails" tab.

No questions or inquiries should be directed to any individual(s) at the locations detailed in this document. All inquiries should be submitted in writing per the process described in this document.

B. Submittals

No proposal will be considered for award unless properly and successfully submitted through the City's PlanetBids vendor portal at:

<https://pbsystem.planetbids.com/portal/54016/portal-home>

Submittals are due no later than 4:00 PM on August 28, 2025.

All required sections, including pricing, shall be submitted via the website. Proposer is solely responsible for "on time" submission of their electronic bid. The bid management system will not accept late bids and no exceptions shall be made. Bidders will receive an e-bid confirmation number with a time stamp from the bid management system indicating their bid was submitted successfully. The City will only receive those bids that were transmitted successfully. Do not fax or e-mail.

In the event you encounter technical difficulties during the uploading process, please contact Planet Bids technical support directly via email at support@planetbids.com or call (818) 992-1771 (M-F from 7:00am to 5:00pm Pacific).

Proposals received after the time and date specified above will be considered nonresponsive and will not be accepted.

VII. GENERAL INSTRUCTIONS AND PROVISIONS

- A. Any proposal may be withdrawn at any time prior to the hour fixed for the opening, provided that a request in writing executed by the Proposer, or his/her duly authorized representative, for the withdrawal of such proposal is filed with Purchasing. The withdrawal of a proposal shall not prejudice the right of a proposer to file a new proposal prior to the time and date set for the opening.
- B. Unsigned proposals or proposals signed by an individual not authorized to bind the prospective Firm will be considered nonresponsive and rejected.
- C. Attention of Proposers is especially directed to the requirements which, in addition to the

proposal and these instructions, are basis for evaluation and will be part of any agreement with the successful Proposer.

- D. The City of Madera recognizes its policy of providing equal opportunity to all qualified persons and reaffirms its commitment that there shall be no discrimination against qualified applicants, or employees on the basis of race, gender, color, national origin, religion, age, disability, sexual orientation, or marital status.

The City is an equal opportunity employer. The City, as well as its recipients, subrecipients, and contractors, will not discriminate in employment practices based on race, color, religious creed, ancestry, national origin, age, sex (includes sexual harassment), pregnancy (childbirth or related medical conditions), marital status, sexual orientation (heterosexuality, homosexuality and bisexuality), medical condition (cancer and genetic characteristics), mental or physical disability (includes HIV and AIDS), political affiliation/opinion, Veteran's status, or request for family medical leave. The City is committed to ensuring that the work environment of City employees and the work environment of employees and volunteers of recipients, subrecipients, and contractors of the City are free from discrimination, harassment, and retaliation. All efforts to provide equal opportunity in employment practices will be made on the basis of merit, efficiency, and fitness consistent with civil service and merit system principles. Discrimination is prohibited in all aspects of the employment process.

The City, as well as recipients, subrecipients, and contractors, will not discriminate in the delivery of services or benefits based on the above identified bases.

- E. The City reserves the right to reject or accept any or all proposals or parts thereof, and to accept or reject the alternatives individually or jointly, for any reason.
- F. The City reserves the right to seek supplementary information from any Proposer at any time after official proposal opening and before the award.
- G. The City reserves the right to modify this RFP at any time. In the event it becomes necessary to modify or revise the RFP, a written amendment or addenda issued by City's Purchasing Division is the only method which should be relied on with respect to changes to the RFP. Proposer is responsible for checking the City's PlanetBids vendor portal prior to submitting a Proposal to determine if any amendments were made to the RFP. Documents, amendments, addenda, etc. will be posted to the City's PlanetBids vendor portal at <https://pbsystem.planetbids.com/portal/54016/portal-home>.
- H. This RFP does not commit the City to award a contract, to pay any costs incurred in the preparation of a proposal for this request, or to procure or contract for services. The City reserves the right to accept or reject any or all proposals received as a result of this

request, to negotiate with any qualified Firm, or to modify or cancel in part or in its entirety the RFP if it is in the best interests of the City to do so. Furthermore, a contract award may not be made based solely on price.

- I. Proposals will be evaluated by the City. If a proposal is found to be incomplete or not in compliance with the format required, it will not be considered for evaluation. During the evaluation process, the City may find it beneficial to request additional information.
- J. Prior to beginning any work or delivering any equipment or material to be furnished under this proposal, the proposer shall secure the appropriate Business License from the City. Business license information may be obtained by calling (559) 661-5408.
- K. All Federal or State of California License/Certification required to provide the requested services will be required. A Certificate of Insurance in accordance with the Insurance Requirements for Service Providers document included in the RFP in Section VII will also be required prior to award of a contract.
- L. An award will be made as soon as reasonably practical after the opening of Proposals.
- M. The successful proposer shall enter into a formal agreement with City which will be very similar in content to the **Attachment D, Sample Contractor Services Agreement**. Attachment B is provided for information purposes only to help clarify City intent relevant to this RFP as well as general contract requirements of the City.
- N. An award under this RFP will not be based solely on the price. If an award is made, it will go to the proposer(s) with the best overall proposal who provides the best value to the City and its residents. The successful proposal will be competitively priced and provide for adequate service to meet the City's needs.
- O. The prospective Firm is advised that should this RFP result in recommendation for award of a contract, the contract will not be in force until it is approved by the City Council.
- P. All products used or developed in the execution of any contract resulting from this RFP will remain in the public domain at the completion of the contract.
- Q. By submitting a proposal, the prospective Firm certifies that its submission is not the result of collusion or any other activity that would tend to influence the selection process directly or indirectly. The proposal will be used to determine the prospective Firm's capability of rendering the services to be provided.
- R. Pursuant to the California Public Records Act, Government Code Section 6250 and following, public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable conditions, and under supervision by the custodian

of the public record. All submitted proposals are subject to the California Public Records Act and may be determined to be public records subject to disclosure, even if the prospective hearing officer claims confidential treatment. The City will disclose public records as required under the California Public Records Act.

Each prospective Firm should be aware that although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City might not be in a position to establish that the information, which a prospective firm submits, is a trade secret. If a request is made for information marked as “confidential” by the prospective firm in their proposal, the City will provide the prospective firm who submitted such information with reasonable notice to allow the firm to seek protection from disclosure by a court of competent jurisdiction.

- S. It is the City's policy to encourage the purchase of supplies, services and equipment from vendors located within the boundaries of the City. Local vendors are sellers, vendors, suppliers, and contractors who maintain places of business located within the limits of the City and who have a current City of Madera business license. This shall not apply to those agreements where State or Federal law, or other laws or regulations preclude such a preference.

Firms will, to the greatest extent feasible, attempt to incorporate local area businesses as subcontractors and suppliers. Firms will, upon request, provide records showing the outreach efforts made to local businesses to demonstrate that they have made a reasonable effort to inform local businesses of the opportunity.

- T. Any actual or prospective bidder, offeror, or contractor may protest an RFP/RFQual/IFB to the City's Procurement Services Manager and/or Director of Financial Services by submitting a written appeal within five (5) working days of knowing or reasonably should have known the facts giving rise to the protest, sent via email to jstickman@madera.gov, or mail to Jennifer Stickman, 205 W. 4th Street, Madera, CA 93637, addressing specific issues such as bid contradictions or procurement errors. The Procurement Services Manager and/or Director of Financial Services have the authority to resolve such protests and will provide a written response within five (5) working days unless more time is needed; if the protester is unsatisfied, they may appeal to the City Manager within five (5) business days, and then to the City Council as a final appeal, where they may be heard. While protests generally halt solicitation proceedings, the City may proceed if the Procurement Services Manager and/or Director of Financial Services determine it's necessary to protect a substantial City interest, and to deter frivolous protests, those who file two (2) unsuccessful protests within twelve (12) months may face debarment from future bids.

VIII. INSURANCE REQUIREMENTS FOR CONTRACTORS

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

Minimum Scope and Limits of Insurance

Contractor shall maintain limits no less than:

- **\$2,000,000 General Liability** (including operations, products and completed operations) per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO forms CG 20 10 and CG 20 37 to provide that the City and its officers, officials, employees, and agents shall be additional insureds under such policies.
- **\$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 Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees, and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and **\$1,000,000 Employer's Liability** per accident for bodily injury or disease. Contractor shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.

Maintenance of Coverage

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

Proof of Insurance

Contractor shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, 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 Contractor, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

Enforcement of Contract Provisions (non estoppel)

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

Specifications not Limiting

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

Notice of Cancellation

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

Self-insured Retentions

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

Timely Notice of Claims

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

Additional Insurance

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



ADDENDUM NO. 1

August 20, 2025

Re: Request for Proposal (RFP) 202526-03 Water Well Preventative Maintenance, Rehabilitation, and On-Call Repair Services

The foregoing documents are amended in the respects as herein set forth. This addendum and the amendments herein shall become part of said documents and of any contract entered into pursuant to said documents.

- 1. Proposal due date remains the same: 4:00pm, August 28, 2025**
- 2. Attachments are as follows:**

Attachments	Number of Pages
Questions and answers through 5:00pm, August 11, 2025	1

Issued by:

J. Stickman

Jennifer Stickman
Procurement Services Manager

Acknowledgement of this Addendum No. 1 or a copy of this signed sheet must be included with your proposal submittal.

Company: _____

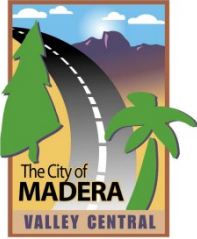
Signature: _____

Acknowledged by: _____

Questions and Answers Through 5:00pm, August 11, 2025

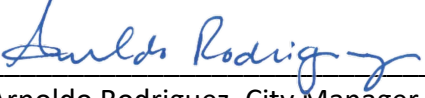
Question: Just to be clear, in order to complete this bid i will need to send a cover letter with everything listed on page 6-7? Attachment B (rfp reference form) and attachment C cost proposal form? basically just labor rates?

Answer: You must submit all items, A through G, in the order listed in section IV. Proposal Requirements beginning on page 7 of the RFP. You must also complete and submit any specified attachments (Attachment B RFP Reference Form and Attachment C Cost Proposal Form).



REPORT TO CITY COUNCIL

Approved by:


Arnoldo Rodriguez, City Manager

Council Meeting of: October 15, 2025

Agenda Number: D-3

SUBJECT:

Award of Contract and Budget Amendment for the Airport Apron A2 and Hangar Taxilane Rehabilitation Project

RECOMMENDATION:

Adopt a Resolution:

1. Awarding the construction contract for the Apron A2 and Hangar Taxilane Rehabilitation Project to Terra West Construction, Inc. for \$2,199,805.00
2. Amending the Fiscal Year 2025-26 Operating Budget, and
3. Adopting a Class 2 (Replacement or Reconstruction) Categorical Exemption under the California Environmental Quality Act (CEQA)

SUMMARY:

On April 22, 2025, the City received 4 bids in response to Invitation for Bids (IFB) No. 202425-24 for contractor services related to the rehabilitation of Apron A2 and hangar taxilanes at the Madera Municipal Airport. The scope of work includes:

- Removal of the existing asphalt surface course and aggregate base course
- Recomposition of the existing aggregate base course
- The placement of new asphalt surface course
- New airfield markings in the project area

After evaluation, staff recommends awarding the contract to Terra West Construction, Inc., the lowest responsive and responsible bidder, in the total amount of \$2,199,805.00 (Base Bid + Alternate 1 + Alternate 2).

This award is contingent upon the receipt of all Federal Aviation Administration (FAA) grant funding required to finance the project.

DISCUSSION:

The scope of work includes the removal of the existing asphalt surface course and aggregate base course, recompaction of the existing aggregate base course, placement of a new asphalt surface course, and installation of new airfield markings.

The contract time is:

- Base Bid: 25 working days
- Alternate 1: 6 working days
- Alternate 2: 6 working days
- Total Project: 37 working days (excluding one week of asphalt cure time prior to painting)

The figure below illustrates the work areas per the following:

- Purple area: Base Bid
- Red area: Alternate 1
- Green area: Alternate 2

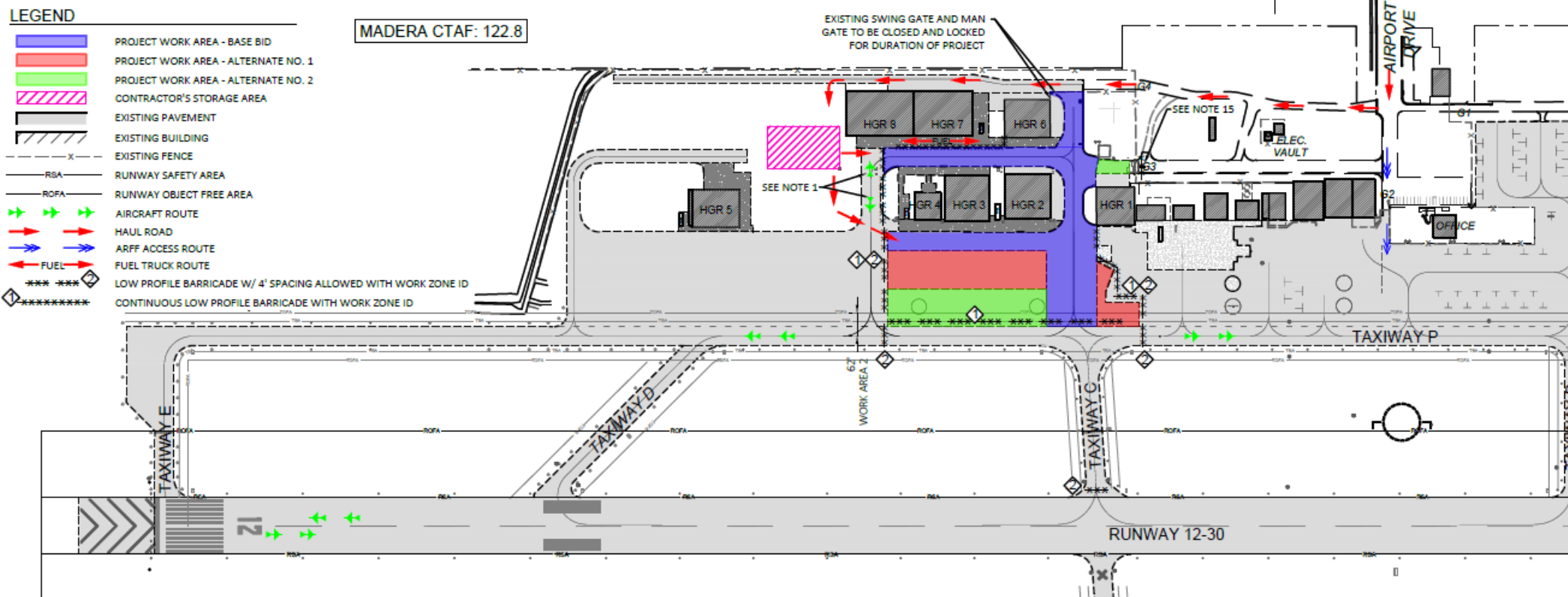


Figure 1: Airport taxi lane and runway highlighting project scope

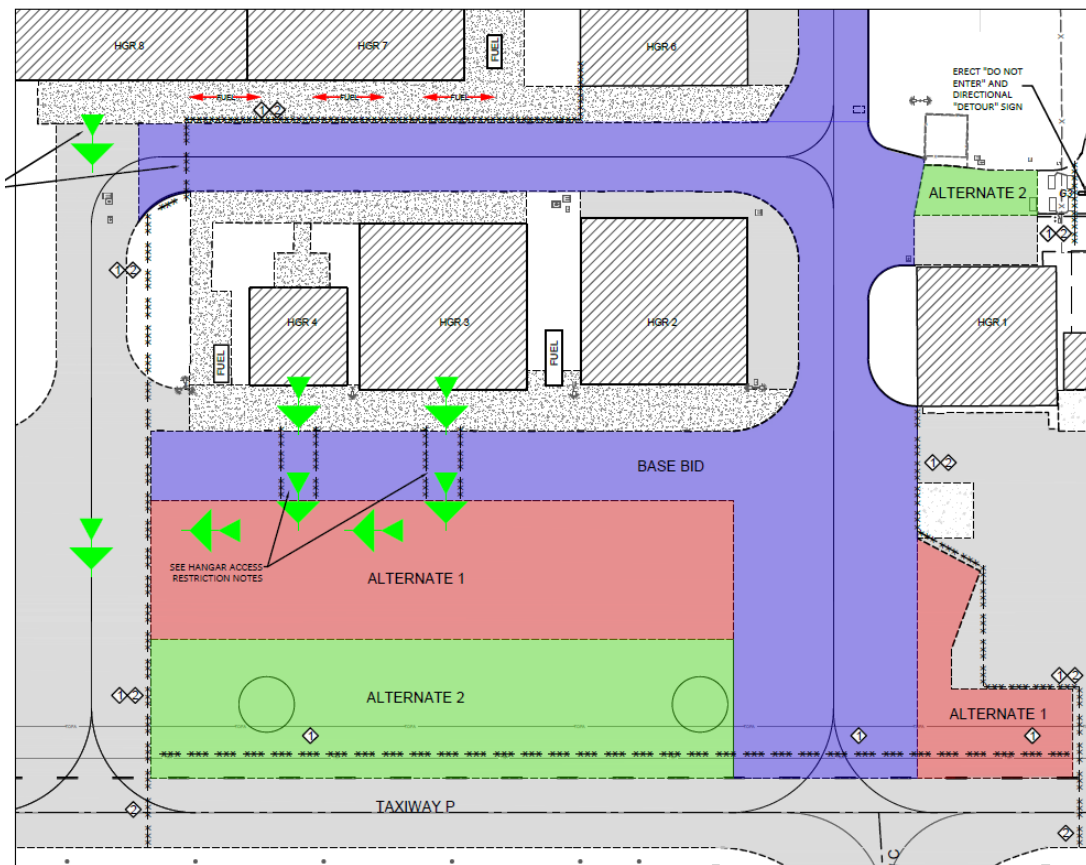


Figure 2: Enlarged view of project area.

This project is identified as Airport Improvement Plan (AIP) No. 3-06-0144-____-2025 and is consistent with the City's Airport Capital Improvement Plan (ACIP), which is developed in coordination with the FAA and identifies priority projects that maintain airport safety, efficiency, and long-term viability.

To proceed with the project, staff prepared IFB No. 202425-24. The IFB was released on March 19, 2025, with bids due on Tuesday, April 22, 2025. The IFB notice was duly published in the Madera Tribune on Wednesday, March 19, 2025, and again on Wednesday, March 26, 2025. In addition, the IFB was published on the following platforms:

- City of Madera PlanetBids Vendor Portal
- Construction Bidboard (Ebidboard)
- Dodge Data & Analytics
- Placer Country Contractors Association & Builders Exchange
- Builders' Exchange of San Joaquin
- Central California Builders Exchange
- Valley Builders Exchange

Regarding the bidding process, 100 bidders from the City's online vendor registry were notified. An additional 250 bidders licensed to perform the work identified in the scope of the IFB were notified through PlanetBids. A total of 35 potential bidders downloaded the project bid documents and indicated that they would bid. Bids were ultimately received from four vendors as highlighted on Table 1. The four bids received were evaluated by City staff for responsiveness and cost.

Table 1 shows vendors ranked by cost, with staff recommendation for awarding the contract to Terra West Construction, Inc. being the lowest responsive, responsible bid per the requirements set forth in the project's contract documents.

Table 1: Bids Received Ranked by Cost (in US \$)					
<i>Rank</i>	<i>Firm</i>	<i>Base Bid Amount</i>	<i>Alternate 1 Amount</i>	<i>Alternate 2 Amount</i>	<i>Total Bid Amount</i>
1	Terra West Construction, Inc.	1,138,480.00	581,575.00	479,750.00	2,199,805.00
2	Granite Construction Company	1,335,294.90	635,471.50	543,737.50	2,514,449.90
3	Cal Valley Construction, Inc.	1,474,450.00	619,450.00	509,065.00	2,602,965.00
4	Granite Rock Company	1,512,817.50	748,100.00	564,957.50	2,825,875.00
<i>Engineer's Estimate</i>		<i>1,239,350</i>	<i>\$678,250</i>	<i>\$564,220</i>	<i>2,481,820</i>

Terra West Construction, Inc. submitted a bid of \$1,138,480 for the base bid, \$571,575 for Alternate 1, and \$479,750 for Alternate 2, for a total of \$2,199,805, which is below the estimated project cost.

On July 16, 2025, the City Council adopted a resolution ratifying FAA grant applications and authorizing the City Manager to accept Airport Infrastructure Grants (AIG) and Airport Improvement Program (AIP) funds for the Madera Municipal Airport. These applications are expected to result in multiple FAA grant awards, including funding for the Apron A2 and Taxilane Rehabilitation Project. The July 16th Council action also authorized pursuit of Caltrans AIP Matching Grants, which will further reduce the City's local funding requirement. On August 20, 2025, City Council adopted a Resolution authorizing the City Manager to execute all documents required to apply for and accept Caltrans funding for the AIP projects.

ENVIRONMENTAL:

Staff has performed a preliminary environmental assessment of this project and has determined that it falls within the Categorical Exemption set forth in California Environmental Quality Act (CEQA) Guidelines Section 15302 which exempts replacement and reconstruction projects. Here, the proposed project consists of the replacement or reconstruction of existing airport facilities (taxi lane and apron) where the facilities will be located on the same site as the original facilities, and will have substantially the same purposes and capacity as the facilities replaced. Further,

none of the exceptions to Categorical Exemptions set forth in CEQA Guidelines Section 15300.2 are applicable to this project.

FINANCIAL IMPACT:

Initial budget estimates for the Apron A2 and Taxilane Rehabilitation Project were based on projected construction costs, anticipated consulting fees, and expected grant funding. Since then, the City has received updated information on actual grant awards, which differ from the original estimates. The total contract amount of \$2,199,805 is \$281,830 below the engineer's estimate, and total project costs, including the City's Consultant's design and project management fees, are \$2,478,005. Funding will be provided through three FAA grants, one Caltrans Matching Grant, and a local contribution from the Airport Fund, as detailed in Table 2. Staff notes that the Total Cost column reflects the combined amount of the FAA grant request, local funding, and Caltrans match. It does not reflect the actual FAA award amount, as doing so would create the appearance of reduced overall funding. Staff is currently coordinating with the FAA to correct the identified discrepancy; therefore, this variance should not be reflected in the total project cost.

Table 2: Grant Funding Breakdown (in US \$)					
Grant	FAA Grant Request	FAA Amount Awarded	Local Funding	Caltrans Match	Total Cost
AIG Taxilane Grant	851,508	587,500	44,816	-	896,324
AIG Apron Grant	323,492	323,492	154,864	-	478,356
AIP Apron Grant	1,048,159	1,048,159	2,758	52,408	1,103,325
Total (Apron & Taxilane Rehab)	2,223,159	1,959,151	202,438	52,408	2,478,005

As of September 18, 2025, the City has executed three FAA grants related to the Apron and Taxilane Rehabilitation Project. These include:

1. AIG Apron Grant in the amount of \$323,492 (executed on September 11, 2025)
2. the AIP Apron Grant in the amount of \$1,048,159 (executed on September 18, 2025)
3. AIG Taxilane Grant in the amount of \$587,500

Staff notes a discrepancy in the Taxilane Grant, which was expected to total \$851,508, creating a funding shortfall of \$264,008.

On September 25, 2025, the City emailed the FAA to correct this error. The FAA has indicated that a grant amendment will be prepared to add the remaining \$264,008, bringing the total AIG Taxilane Grant funding to \$851,508, consistent with the original grant request. The FAA has further confirmed that these funds are available as part of the 2026 grant cycle and may be disbursed as soon as November 2025.

To ensure continuity of the project and secure current pricing, the contractor has formally agreed to extend its bid validity through the end of December 2025, providing sufficient time for the City to receive the amended award and subsequent grant funds. Construction is scheduled to begin in early spring 2026, following the conclusion of winter weather conditions, in order to achieve optimal working conditions.

Table 3 provides a breakdown of revenues and appropriations relating to the Apron A2 and Taxilane Rehabilitation Project. The current operating budget includes initial project estimates for both revenue and expense. However, the total projects cost and grant awards exceed initial estimates. Therefore, a budget amendment is required in order to fully fund this project. Resolution contemplated herein includes a budget amendment reflecting these increased revenues and project expenses.

Table 3: Budget Amendment Calculations (in US \$)			
Funding Source	Required Funding	Adopted Budget	Change to Budget
Grant/Capital Grant (Object 4450)	2,223,159	1,426,500	796,659
Caltrans Aeronautic Grant (Object 4419)	52,408	71,325	(18,917)
Budgetary Carryover (Object 4900)	202,438	87,175	115,263
Total Estimated Revenues	2,478,005	1,585,000	893,005
Construction/Infrastructure (Object 7050)	2,199,805	1,585,000	614,805
Contracted Services (Object 6440)	58,219	-	58,219
Contingency (Object 7050)	219,981	-	219,981
Total Appropriations	2,478,005	1,585,000	893,005

ALTERNATIVES:

If Council chooses not to award the contract to Terra West Construction, it may choose to:

1. Reject all bids and re-advertise the project. This option would allow the City to seek new bids; however, it could extend the project timeline and potentially increase costs. It may also affect the City's ability to meet FAA funding deadlines.
2. Defer action at this time. Council could postpone the award of contract; however, this may impact the timing of construction and the availability of FAA and Caltrans grant funds, which are allocated within specific fiscal years.
3. Award the Base Bid only (excluding one or both alternates). This approach would reduce immediate project costs; however, may defer necessary pavement restoration work, potentially requiring future rehabilitation. Because the full scope was included in the ACIP and tied to current grant funding, this may limit opportunities for future FAA funding.

ATTACHMENTS:

1. Resolution Awarding IFB IFB No. 202425-24 to Terra West Construction for the Airport Apron A2 and Hangar Taxilane Rehabilitation Project
 - a. Exhibit A: Construction Agreement
 - b. Exhibit B: Budget Amendment Sheet

RESOLUTION NO. 25-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, AWARDING IFB NO. 202425-24 TO TERRA WEST
CONSTRUCTION IN THE AMOUNT OF \$2,199,805.00 FOR THE
REHABILITATION OF APRON A2 AND HANGAR TAXILANES AT THE
MADERA MUNICIPAL AIRPORT, CONTINGENT UPON RECEIPT OF FEDERAL
AVIATION ADMINISTRATION GRANT FUNDING, AND APPROVING A
BUDGET AMENDMENT OF \$911,922 FOR THE SAME**

WHEREAS, the City of Madera ("City") has identified the need to rehabilitate Apron A2 and associated taxilanes at the Madera Municipal Airport to maintain safe and efficient operations; and

WHEREAS, the City of Madera released an Invitation for Bids (IFB) No. 202425-24 calling for the rehabilitation of Apron A2 and Hangar Taxilanes at the Madera Municipal Airport; and

WHEREAS, the IFB NO. 202425-24 was released on March 19, 2025; and

WHEREAS, the IFB NO. 202425-24 was duly noticed and published accordingly; and

WHEREAS, a total of four bids were received as of the published deadline of April 22, 2025; and

WHEREAS, Terra West Construction submitted the lowest responsible bid at \$2,199,805.00 (Base Bid + Alternate 1 + Alternate 2); and

WHEREAS, the City wishes to enter into a Construction Agreement with Terra West Construction for the completion of the work contingent upon the receipt of Federal Aviation Administration funding; and

WHEREAS, an agreement has been prepared that is in the best interests of the City and Terra West Construction; and

WHEREAS, the City previously adopted a budget including preliminary estimates for project costs, consulting fees, and anticipated grant revenues; and

WHEREAS, subsequent to adoption of the budget, the City has received updated information on awarded grant funding from the Federal Aviation Administration (FAA) and Caltrans, which differ from the original estimates; and

WHEREAS, the total contract amount awarded for construction is \$2,199,805, and total project costs including consultant services are \$2,478,005; and

WHEREAS, funding for the Apron A2 and Taxilane Rehabilitation Project will be provided through a combination of Federal Aviation Administration grant funding, a Caltrans Matching Grant, a local contribution from the Airport Fund; and

WHEREAS, the City of Madera has executed three Federal Aviation Administration (FAA) grants in support of the Apron and Taxilane Rehabilitation Project, including the AIG Apron Grant in the amount of \$323,492, the AIP Apron Grant in the amount of \$1,048,159, and the AIG Taxilane Grant in the amount of \$587,500; and

WHEREAS, staff has identified a discrepancy in the AIG Taxilane Grant, as City records reflect an anticipated award of \$851,508, resulting in a funding deficit of \$264,008; and

WHEREAS, on September 25, 2025, the City submitted a request to the FAA to correct this discrepancy, and the FAA has indicated that a grant amendment will be prepared to add \$264,008 to the Taxilane Grant, bringing the total award to \$851,508, consistent with the City's original request; and

WHEREAS, the FAA has further confirmed that the additional \$264,008 is available as part of the 2026 grant cycle and may be disbursed as soon as November 2025; and

WHEREAS, in order to secure current project costs and ensure continuity of the Apron and Taxilane Rehabilitation Project, Terra West Construction has formally agreed to extend the validity of its bid through December 2025, thereby providing sufficient time for the City to receive the amended award and associated grant funds; and

WHEREAS, the adopted budget does not include sufficient appropriations to fully fund the updated project costs and revenues; and

WHEREAS, a budget amendment in the amount of \$911,922 is required to reflect the increased revenues and expenses associated with this project; and

WHEREAS, approval of this budget amendment will ensure the City's compliance with grant requirements and allow timely completion of the Apron A2 and Taxilane Rehabilitation Project.

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 has performed a preliminary environmental assessment of this project, and as a result the City Council determines this project falls within the Categorical Exemption set forth in California Environmental Quality Act (CEQA) Guidelines Section 15302 which exempts replacement and reconstruction projects as the proposed project consists of the replacement or reconstruction of existing airport facilities (taxi lane and apron) where the

facilities will be located on the same site as the original facilities, and will have substantially the same purposes and capacity as the facilities replaced. Further, none of the exceptions to Categorical Exemptions set forth in CEQA Guidelines Section 15300.2 are applicable to this project. As such, the City Council adopts a categorical exemption under Guidelines Section 15302 for this project.

3. The City Council of the City of Madera does hereby accept the four bids received for this project, finds that Terra West Construction is the lowest responsive and responsible bidder, and contingent upon the receipt of Federal Aviation Administration funding for the project, awards a construction contract for the IFB NO. 202425-24 Rehabilitation of Apron A2 and Hangar Taxilane at the Madera Municipal Airport Project in the amount of \$2,199,805.00 to Tera West Construction. Said contract is attached hereto as Exhibit A and incorporated herein.
4. The budget amendment for \$911,922 is approved. The Director of Financial Services is directed to adjust the City's Fiscal Year 2025/26 Amended Budget in the amount of the approved amendment, as shown in Exhibit B.
5. This Resolution is effective immediately upon adoption.

Exhibit A: Construction Agreement

CONSTRUCTION AGREEMENT

IFB 202425-24 Rehabilitate Apron A2 and Hangar Taxilanes Madera Municipal Airport, AIP 3-06-0144-____-2025

This Construction Agreement (“Agreement”) is made between the City of Madera, hereinafter called “OWNER” or “CITY” and Terra West Construction, Inc., doing business as a corporation, hereinafter “CONTRACTOR” and collectively called “Parties.” The Agreement is effective on the last date signed by the Parties at the end of this Agreement.

WITNESSETH: The Parties agree as follows:

1. Project. The **CONTRACTOR** shall commence and complete all **WORK** required for the “IFB 202425-24 Rehabilitate Apron A2 and Hangar Taxilanes Madera Municipal Airport, AIP 3-06-0144-____-2025.”

2. Materials, Supplies, Equipment. The **CONTRACTOR** shall furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the **WORK** described in this Agreement.

2. Commencement of Work; Term of Agreement. The **CONTRACTOR** shall commence the **WORK** required by the **CONTRACT DOCUMENTS** within ten (10) calendar days after the date of the **NOTICE TO PROCEED, as agreed upon by OWNER and CONTRACTOR during the pre-construction meeting** and will complete the same within thirty seven (37) working days, consisting of twenty five (25) working days for the Base Bid, six (6) working days for Alternate 1, and six (6) working days for Alternate 2, beginning on date of written Notice to Proceed. No working days will be charged for one week of AC cure before paint.

The **CONTRACTOR** shall submit a Payment Bond and Performance Bond in the amount of \$2,199,805.00, each and Insurance Certificates as specified in the **CONTRACT DOCUMENTS** prior to commencing any **WORK** within fifteen (15) working days after being notified of the award of the contract, and before OWNER executes this AGREEMENT.

This Agreement shall be effective on October 15, 2025, after approval by the City Council at a duly scheduled meeting thereof.

4. The Contract Amount. **OWNER** agrees to pay, and **CONTRACTOR** agrees to accept, the sum not to exceed \$2,199,805.00 (Base Bid + Alternate 1 + Alternate 2) (“Contract Price”) subject to adjustments for changes in work as may be directed in writing by **OWNER** as payment in full for the **WORK** described in the **CONTRACT DOCUMENTS**. **WORK** performed at unit prices proposed in the **CONTRACT DOCUMENTS** will be paid based on actual quantities of work performed and accepted.

5. Contract Documents. The **CONTRACTOR** shall commence and complete all **WORK** required in accordance with the following **CONTRACT DOCUMENTS**, attached thereto and incorporated herein as **Exhibits A through G:**

- A. CONTRACTOR Complete Bid as Submitted on April 22, 2025
- B. Addenda No. 1, dated 04/07/2025
- C. Addenda No. 2, dated 04/10/2025
- D. Addenda No. 3, dated 04/15/2025
- E. Insurance Requirements for Contractors as specified in IFB
- F. IFB 202425-24 Rehabilitate Apron A2 and Hangar Taxilanes Madera Municipal Airport, AIP 3-06-0144-____-2025
- G. Contract Provisions for Obligated Sponsors and Airport Improvement Program Projects (Division III Federal Provisions, Part C)
- H. General Wage Decision CA 20220018

6. Liquidated Damages. In the event the **CONTRACTOR** fails to complete the **WORK** within the time specified in Section 3, or within such additional time as may be granted by written change order or formal extension authorized by the **OWNER**, the **CONTRACTOR** shall pay to the **OWNER** liquidated damages in the amount of **three thousand dollars (\$3,000) per calendar day** for each and every day that completion of the **WORK** extends beyond the required completion date.

Requests for additional time must be submitted in writing to the **OWNER** within **ten (10) calendar days** after the occurrence of the event giving rise to the delay and shall include a detailed explanation of the cause and duration of the delay. No extension of time shall be effective unless approved in writing by the **OWNER**.

The **CONTRACTOR** acknowledges that actual damages to the **OWNER** from such delay would be impracticable or extremely difficult to determine and agrees that the liquidated damages specified herein represent a fair and reasonable estimate of such damages and are not a penalty.

7. Payment to Contractor. The **OWNER** will pay to the **CONTRACTOR** in the manner and at such times as set forth in the General Conditions such amounts as required by the **CONTRACT DOCUMENTS**. For any moneys earned by the **CONTRACTOR** and withheld by the **OWNER** to ensure the performance of the Contract, the **CONTRACTOR** may, at his request and expense, substitute securities equivalent to the amount withheld in the form and manner and subject to the conditions provided in Division 2, Part 5, Section 22300 of the Public Contract Code of the State of California.

8. Disputes. In the event of a dispute between the **OWNER** and the **CONTRACTOR** as to an interpretation of any of the specifications or as to the quality or sufficiency of material or workmanship, the decision of the **OWNER** shall for the time being prevail and the **CONTRACTOR**, without delaying the job, shall proceed as directed by the **OWNER** without prejudice to a final determination by negotiation, arbitration by mutual consent or litigation, and should the

CONTRACTOR be finally determined to be either wholly or partially correct, the **OWNER** shall reimburse him for any added costs he may have incurred by reason of work done or material supplied beyond the terms of the contract as a result of complying with the **OWNER'S** directions as aforesaid. In the event the **CONTRACTOR** shall neglect to prosecute the work properly or fail to perform any provisions of the **CONTRACT**, the **OWNER**, after three days written notice to the **CONTRACTOR**, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to the **CONTRACTOR**, subject to final settlement between the parties as in this paragraph herein above provided.

8A. Claims Resolution Process For Disputes.

It is the intent of this Contract that disputes regarding the Contract be resolved promptly and fairly between the Contractor and the Owner. However, it is recognized that some disputes will require detailed investigation and review by one or both parties before a determination and resolution can be reached. For the protection of the rights of both the Contractor and the Owner, the following provisions are provided for the resolution of disputes which cannot be resolved by the Owner and the Contractor within three business days after either party gives verbal notice of dispute or potential dispute to the other's attention and prior to the commencement of such work.

The following provisions are intended by Contractor and Owner to comply with Public Contract Code Sections 9204 and 20104 *et. Seq.*

A. Claims:

The term "claim" refers to a separate demand by Contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

- i. A time extension, including, without limitation, for relief from damages or penalties for delay assessed by Owner under this Contract.
- ii. Payment by the Owner of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment for which is not otherwise expressly provided or to which the Contractor is not otherwise entitled.
- iii. Payment of an amount that is disputed by the Owner.

B. The Claim Must Be Timely and in Writing:

For all claims the claim must be in writing and include the documents necessary to substantiate the claim. A notice of potential claim must be filed within five (5) business days of Contractor's completion of work that is a potential claim. Notice of an actual claim must be filed on or before the date of final payment.

C. Receipt of Claim by Owner:

Upon receipt of a claim pursuant to this section, the Owner will conduct a reasonable review of the claim and, within a period not to exceed 45 days from the date of receipt, will provide the Contractor with a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, Owner and Contractor may, by mutual agreement, extend the time period provided in this section.

The Contractor shall furnish reasonable documentation to support the claim. If additional information is thereafter required, it shall be requested and provided upon mutual agreement by the Owner and the Contractor. The District's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation.

D. City Council Approval:

If the Owner needs approval from the City Council to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the City Council does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the Owner shall have up to three days following the next duly publicly noticed regular meeting of the City Council after the 45-day period or extension expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

E. Payment of Claim:

Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the Owner issues its written statement. If the Owner fails to issue a written statement, paragraph F below shall apply.

F. Meet and Confer:

If the Contractor disputes the Owner's written response, or if the Owner fails to respond to a claim issued pursuant to this section within the time prescribed, the Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the Owner shall schedule a meet and confer conference within 30 days for settlement of the dispute.

Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the Owner shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the Owner issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the Owner and the Contractor sharing the associated costs equally. The Owner and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

Under this Contract, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

Unless otherwise agreed to by the Owner and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

If mediation as set forth above does not resolve the parties' dispute, the parties will proceed to arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program.

G. Filing a Government Code Written Claim Notice:

Following the meet and confer conference, if the claim or any portion remains in dispute, the Contractor may file a claim under the Torts Claims Act as provided in Chapter 1 (commencing with Section 900) and Chapter 2 commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code Section 900.

H. Owner's Failure to Respond to Claim:

Failure by the Owner to respond to a claim from Contractor within the time periods described above or to otherwise meet the time requirements set forth above shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the Owner's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the Contractor.

I. Interest:

Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

J. Subcontractor Claims:

If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against Owner because privity of contract does not exist, the Contractor may present to the Owner a claim on behalf of a subcontractor or lower tier subcontractor. For purposes of this paragraph, the term "subcontractor" means any type of subcontractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with the Contractor or is a lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the Contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the Owner shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the Contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the Owner and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

K. Filing of Action on Unresolved Claims:

The parties shall follow the procedures set forth in Public Contracts Code Section 20104.4 if an action is filed to resolve claims under the foregoing provisions. Any action shall be filed in Madera County.

9. No Discrimination in Employment. Attention is directed to Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical conditions, marital status, or sex of such persons except as provided in Section

12940 of the Government Code, and every contractor for public works violating this section is subject to all the penalties imposed for by violation of this chapter”.

10. Workers Compensation. In accordance with the provisions of Article 5, Chapter I, Part 7, Division 2 (commencing with Section 1860) and Chapter 4, Part I, Division 4 (commencing with Section 3700) of the Labor Code of the State of California, the **CONTRACTOR** is required to secure the payment of compensation to his employees and shall for that purpose obtain and keep in effect adequate Worker’s Compensation Insurance.

The undersigned **CONTRACTOR** is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against Liability for Worker’s Compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of the **WORK** of this Agreement.

11. Prevailing Wages. This Agreement is subject to California Labor Code Sections 1720, et seq., and Contractor and subcontractor shall pay not less than the specified prevailing rates of wage to all workers employed in performance of the Work. Pursuant to the provisions of Section 1770 of the California Labor Code, OWNER has obtained the general prevailing rate of wages and employer payments for health and welfare, vacation, pension, and similar purposes, as determined by the Director of the Department of Industrial Relations, a copy of which is on file in the office of OWNER and shall be made available for viewing to any interested party upon request. The Contractor and each subcontractor shall forfeit as a penalty to OWNER not more than Two Hundred Dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rate in violation of the Labor Code. In addition, the difference between the prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

12. Public Works Contractor Registration. Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relation. No bid will be accepted, nor any contract entered into without proof of the Contractor’s and subcontractors’ current registration with the Department of Industrial Relations to perform public work. Contractor and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. In addition, Contractor shall provide the registration number for each listed subcontractor in the space provided in the Designation of Subcontractors Form.

This Project is subject to compliance monitoring and enforcement by the Department of Relations. In executing this contract, Contractor acknowledges that it has reviewed all applicable labor compliance requirements and included the cost of complying with such requirements in its bid.

13. Payroll Records. The **CONTRACTOR** shall comply Section 1776 of the California Labor Code. The **CONTRACTOR** shall keep and require that all **SUBCONTRACTORS** keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice worker or other employee employed by him in connection with public work. Such payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of the **CONTRACTOR** by the **OWNER**, its officers, and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations. In the event of non-compliance with the requirements of Section 1776, the **CONTRACTOR** shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the **CONTRACTOR** must comply. If **CONTRACTOR** or subcontractor does not comply after such ten (10) day period, the **CONTRACTOR** shall, as a penalty, forfeit one hundred dollars (\$100) for each day or portion thereof for each worker until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

In accordance with California Labor Code Section 1771.4 Section 1771.4, **CONTRACTOR** and each subcontractor shall furnish the certified payroll records directly to the Department of Industrial Relations (DIR) on a weekly basis and in the format prescribed by the DIR which may include electronic submission. **CONTRACTOR** shall comply with all applicable requirements and regulations from the DIR relating to labor compliance monitoring and enforcement.

14. Apprentices. Attention is directed to the provisions in Sections 1777.5 and 1777.6 of the California Labor Code concerning the employment of apprentices by the **CONTRACTOR** or any **SUBCONTRACTOR**. It is the **CONTRACTOR'S** responsibility to ensure compliance by both it and all **SUBCONTRACTORS**.

Section 1777.5 provides, in part, as follows:

The **CONTRACTOR** or **SUBCONTRACTOR**, if he is covered by this section, upon the issuance of the approval certificate, or if he has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeyman stipulated in the apprenticeship standards. Upon proper showing by the **CONTRACTOR** that he employs apprentices in the craft or trade in the State on all of his/her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by a journeyman, or in the land surveyor classification, one apprentice for each five journeyman, the Division of Apprenticeship Standards may grant a certification exempting the **CONTRACTOR** from the one (1) to five (5) hourly ratio as set forth in this section. This section shall not apply to contracts of general **CONTRACTORS** or to contracts of specialty contractors not bidding for work through a general or prime **CONTRACTOR**, when the contracts of general **CONTRACTORS**, or those specialty **CONTRACTORS** involve less than thirty thousand dollars (\$30,000). Any work performed by a journeyman in excess of eight hours per day or forty (40) hours per week shall not be used to calculate the hourly ratio required by this section.

Apprenticeable craft or trade, as used in this section, shall mean a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting a **CONTRACTOR** from the 1 to 5 ratio set forth in this section when it finds that any one of the following conditions is met:

- a. In the event unemployment for the previous three-month period in such area exceeds an average of 15 percent, or
- b. In the event the number of apprentices in training in such area exceeds a ratio of 1 to 5, or
- c. If there is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either (1) on a statewide basis, or (2) on a local basis, or

If assignment of an apprentice to any work performed under a public works contract would create a condition which should jeopardize his life or the life, safety, or property of fellow employees, or the public at large or if the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

When such exemptions are granted to an organization which represents contractors in a specific trade from the 1 to 5 ratio on a local or statewide basis the member contractors will not be required to submit individual applications for approval to local joint apprenticeship committees, provided they are already covered by the local apprenticeship standards.

The **CONTRACTOR** is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in apprenticeable trade on such contracts and if other contractors on the public work site are making such contributions. The **CONTRACTOR**, and any **SUBCONTRACTOR** under him, shall comply with the requirements of Sections 1777.5 and 1777.6 of the Labor Code in the employment of apprentices. Information relative to number of apprentices, identifications, wages, hours of employment and standards of working conditions shall be obtained from the Division of Apprenticeship Standards. Consult the white pages of your telephone directory under California, State of, Industrial Relations, Apprenticeship Standards, for the telephone number and address of the nearest office. Willful failure by the **CONTRACTOR** to comply with the provisions of Sections 1777.5 will subject the **CONTRACTOR** to the penalties set forth in Section 1777.7 of the Labor Code.

15. Hours of Work. Pursuant to California Labor Code Section 1813, eight hours in any one calendar day and forty (40) hours in any calendar week shall be the maximum hours any

worker is required or permitted to work, except in cases of extraordinary emergency caused by fires, flood, or danger to life and property or except as authorized under the overtime provisions in California Labor Code 1815.

Overtime and shift work may be established as a regular procedure by the **CONTRACTOR** with reasonable notice and written permission of the **OWNER**. No work other than overtime and shift work established as a regular procedure shall be performed between the hours of 6:00 P.M. and 7:00 A.M. nor on Saturdays, Sundays or holidays except such work as is necessary for the proper care and protection of the work already performed or in case of an emergency.

CONTRACTOR agrees to pay the costs of overtime inspection except those occurring as a result of overtime and shift work established as a regular procedure. Overtime inspection shall include inspection required during holidays, Saturdays, Sundays, and weekdays. Costs of overtime inspection will cover engineering, inspection, general supervision, and overhead expenses which are directly chargeable to the overtime work. **CONTRACTOR** agrees that **OWNER** shall deduct such charges from payments due the **CONTRACTOR**.

16. Subcontracting. The **CONTRACTOR** shall comply with Division 2, Chapter 4, Part 1 of the Public Contract Code relating to subletting and subcontracting, specifically included but not limited to Sections 4104, 4106, and 4110, which by this reference are incorporated into this Agreement as though fully set forth herein.

17. Change Orders. The **CONTRACTOR** and the **OWNER** agree that changes in this Agreement or in the work to be done under this Agreement shall become effective only when written in the form of a change order and approved and signed by the **OWNER or the Owner's Designated Project Manager** and the **CONTRACTOR**. It is specifically agreed that the **OWNER or the Owner's Designated Project Manager** shall have the right to request any alterations, deviations, reductions or additions to the contract or the plans and specifications or any of them, and the amount of the cost thereof shall be added to or deducted from the amount of the contract price aforesaid by fair and reasonable valuations thereof.

This Agreement shall be held to be completed when the work is finished in accordance with the original plans and specifications as amended by such changes. No such change or modification shall release or exonerate any surety upon any guaranty or bond given in connection with this contract.

18. Indemnification. **Contractor** shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees, and volunteers from and against all liability, loss, damage, expense, and cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with **Contractor's** negligence, recklessness, or willful misconduct in the performance of work hereunder, or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage caused by the sole active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from

representing both City and **Contractor**, or should City otherwise find **Contractor's** legal counsel unacceptable, then **Contractor** shall reimburse the City its costs of defense, including without limitation, reasonable legal counsel fees, expert fees, and all other costs and fees of litigation. The **Contractor** shall promptly pay any final judgment rendered against the City (and its officers, officials, employees, and volunteers) with respect to claims determined by a trier of fact to have been the result of the **Contractor's** negligent, reckless, or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Contractor obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this Agreement, **Contractor** shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of **Contractor** will be for that entire portion or percentage of liability not attributable to the active negligence of City.

Contractor agrees to obtain or cause to be obtained executed defense and indemnity agreements with provisions identical to those set forth in this Section from each and every Subcontractor and Subconsultant, of every Tier. In the event the **Contractor** fails to do so, **Contractor** agrees to be fully responsible to provide such defense and indemnification according to the terms of this Section.

19. Insurance. Contractor must comply with the insurance requirements as described in Exhibit E, Insurance Requirements for Contractors.

20. Amendments. Any changes to this Agreement requested by either City or **CONTRACTOR** 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 writing.

21. Termination.

A. Termination of the Contract for Default.

1. General: If, prior to the acceptance of the Work, the **CONTRACTOR**:

a. Becomes insolvent, assigns its assets for the benefit of its creditors, or is otherwise financially unable to complete the Work;

- b. Abandons the Work by failing to report to the Work site and diligently prosecute the Work to completion;
- c. Disregards written instructions from the City Engineer or materially violates provisions of the Contract Documents;
- d. Fails to prosecute the Work according to the schedule approved by the City;
- e. Disregards laws or regulations of any public body having jurisdiction; or
- (f) Commits continuous or repeated violations of regulatory or statutory safety requirements, then the OWNER will consider the Contractor in default of the Contract.

2. Notices: Notices and other written communications regarding default between the CONTRACTOR, the OWNER, and the SURETY shall be transmitted as follows:

- a. Personal delivery with proof of delivery which may be made by declaration under penalty of perjury by any person over the age of 18 years. The proof of delivery shall show that delivery was performed in accordance with these provisions. Service shall be effective on the date of delivery. Notices given to the Contractor by personal delivery may be made to the Contractor's authorized representative at the Work site; or
- b. Certified mail addressed to the mailing address of the recipient postage prepaid; return receipt requested. Service shall be effective on the date of the receipt of the mailing.

Simultaneously, the OWNER may send the same notice by regular mail. If a notice that is sent by certified mail is returned unsigned, then delivery shall be effective pursuant to regular mail, provided that the notice that was sent by regular mail is not returned.

- 3. Notice to Cure: The OWNER will issue a written notice to cure the default to the Contractor and its Surety. The Contractor shall commence satisfactory corrective actions within 5 Working Days after receipt.
- 4. Notice of Termination for Default: If the Contractor fails to commence satisfactory corrective action within 5 Working Days after receipt of the notice to cure, or to diligently continue satisfactory and timely correction

of the default thereafter, then the Owner will recommend to the City Council that the Contractor be found in default of the Contract and upon such finding by the City Council will terminate the Contractor's right to perform under the Contract by issuing a written notice of termination for default to the Contractor and its Surety;

The provisions of this subsection shall be in addition to all other legal rights and remedies available to the Owner.

5. Responsibilities of the Surety: Upon receipt of the written notice of termination for default, the Surety shall immediately assume all rights, obligations, and liabilities of the Contractor under the Contract. If the Surety fails to protect and maintain the Work site, the Owner may do so, and may recover all costs incurred. The Surety shall notify the Owner that it is assuming all rights, obligations, and liabilities of the Contractor under the Contract and all money that is due, or would become due, to the Contractor shall be payable to the Surety as the Work progresses, subject to the terms of the Contract.

Within 15 Working Days of receipt of the written notice of termination for default, the Surety shall submit to the Owner a written plan detailing the course of action it intends to take to remedy the default. The Owner will review the plan detailing and notify the Surety if the plan is satisfactory. If the Surety fails to submit a satisfactory plan, or if the Surety fails to maintain progress according to the plan accepted by the Owner, the Owner may, upon 48 hours written notice, exclude the Surety from the premises, take possession of all material and equipment, and complete the Work in any way the Owner deems to be expedient. The cost of completing the Work by the Owner shall be charged against the Surety and may be deducted from any monies due, or which would become due, the Surety. If the amounts due under the Contract are insufficient for completion, the Surety shall pay the Owner, within 30 Days after the Owner submits an invoice, all costs in excess of the remaining Contract Price.

6. Payment: The Surety will be paid for completion of the Work in accordance less the value of damages caused to the Owner by the acts of the Contractor.

- B. Termination of the Contract for Convenience.

The OWNER may terminate the Contract if it becomes impossible or impracticable to proceed, or because of conditions or events beyond the control of the OWNER.

1. Notice: The Owner will issue a written notice of termination for convenience as follows:

Personal delivery, with proof of delivery which may be made by declaration under penalty of perjury by any person over the age of 18 years. The proof of delivery shall show that delivery was performed in accordance with these provisions. Service shall be effective on the date of delivery. Notices given to the Contractor by personal delivery may be made to the Contractor's authorized representative at the Work site; or Certified mail addressed to the mailing address of the recipient postage prepaid; return receipt requested. Service shall be effective on the date of the receipt of the mailing.

Simultaneously, the Owner may send the same notice by regular mail. If a notice that is sent by certified mail is returned unsigned, then delivery shall be effective pursuant to regular mail, provided that the notice that was sent by regular mail is not returned.

2. Cessation of Work: Upon receipt, the Contractor shall immediately cease work, except work the Contractor is directed to complete by the Engineer or required to complete for public safety and convenience. The Contractor shall immediately notify Subcontractors and suppliers to immediately cease their work.

3. Payment: The Contractor will be paid without duplication for:

- (a) Work completed in accordance with Contract Documents prior to the effective date of termination for convenience;
- (b) Reasonable costs incurred in settlement of terminated contracts with Subcontractors, suppliers, and others; and
- (c) Reasonable expenses directly attributable to termination.

Notice of termination shall be mailed to the City:

Arnoldo Rodriguez
City of Madera
205 West 4th Street
Madera, CA 93637

Notice of Termination shall be mailed to the Contractor:

Luis V. Garcia
Terra West Construction, Inc.
1030 Gettysburg Avenue, Suite 107

Clovis, CA 93611

All notices and communications from shall be to City's designated Project Manager or Principal-In-Charge. Verbal communications shall be confirmed in writing. All written notices shall be provided and addressed as soon as possible, but not later than thirty (30) days after termination.

Either party may update their contact information, including but not limited to mailing address, at any time by providing written notice to the other party in accordance with the notice provisions set forth in this Agreement. Such updates shall take effect upon the other party's receipt of the written notice unless a later effective date is specified in the notice.

22. Warranty. Contractor warrants to OWNER that all materials and equipment furnished shall be new, free from faults and defects and of good quality and conform to the requirements of the Contract Documents. Contractor hereby warrants its work against all deficiencies and defects for the period required by the Contract Documents or the longest period permitted by California Law, whichever is greater. Unless otherwise stated in the Contract Documents, warranty periods shall begin upon the filing of the Notice of Completion and shall be for one year.

This section shall not limit OWNER's rights under this Agreement or with respect to latent defects, gross mistakes, or fraud. OWNER specifically reserves all rights related to defective work, including but not limited to defect claims pursuant to California Code of Civil Procedure section 337.15.

23. Compliance with Laws. City shall at all times observe and comply, and shall cause all of its agents, subcontractors, and employees to observe and comply with all with all Federal, State, and local laws, ordinances, regulations, and provisions applicable in the performance of City's services. Wherever reference is made in this Agreement to standards or codes in accordance with which work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply unless otherwise expressly stated.

24. Attorneys' 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 attorneys' 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 or as appropriate in the U.S. District Court for the Eastern District of California, located in the City of Fresno.

25. Governing Law. The laws of the State of California shall govern the rights and obligations of the parties under the 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.

26. City's Authority. Each individual executing or attesting to this Agreement on behalf of the City hereby covenants and represents: (i) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of such corporation in accordance with a duly adopted resolution of the corporation's articles of incorporation or charter and bylaws; (ii) that this Agreement is binding upon such corporation; and (iii) that Contractor is a duly organized and legally existing municipal corporation in good standing in the State of California.

27. Contractor's Legal Authority. Each individual executing or attesting this Agreement on behalf of **CONTRACTOR** hereby covenants and represents: (i) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of such corporation in accordance with such corporation's articles of incorporation or charter and by-laws; (ii) that this Agreement is binding upon such corporation; and (iii) that **CONTRACTOR** is a duly organized and legally existing corporation in good standing in the State of California.

28. Remedies for Default. Failure by a party to perform any term, condition or covenant required of the party under this Agreement shall constitute a "default" of the offending party under this Agreement. In the event that a default remains uncured for more than ten (10) days following receipt of written notice of default from the other party, a "breach" shall be deemed to have occurred. Any failure or delay by a party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated with a default.

29. Independent Contractor. In performance of the work, duties, and obligations assumed by the Contractor under this Agreement, it is mutually understood and agreed that the City, including any and all of City's officers, agents and employees will, at all times, be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of **City**. Furthermore, **City** shall have no right to control or supervise or direct the manner or method by which City shall perform its work and functions. The City shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over the subject matter hereof.

Because of its status as an independent contractor, **CONTRACTOR** shall have absolutely no right to employment rights and benefits available to **City** employees. City shall be solely liable and responsible for providing to, or on behalf of, its employees, all legally required employee benefits. In addition, City shall be solely responsible and hold **City** harmless from all matters relating to payment of City's employees, including compliance with Social Security, withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, City may be providing services to others unrelated to **City** or to this Agreement.

30. Sole Agreement. This instrument constitutes the sole and only Agreement between City and **CONTRACTOR** in connection to the Project and correctly sets forth the obligations of the City and **CONTRACTOR** to each other as of its date. Any Agreements or representations in connection with the Project, not expressly set forth in this instrument are null and void.

31. Assignment. Neither the **CONTRACTOR** nor City will assign its interest in this Agreement without the written consent of the other.

32. Binding Agreement. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Agreement delivered by facsimile, email, or other electronic means shall be deemed to have the same legal effect as delivery of an original signed copy.

33. Time is of the Essence. Time is of the essence in this Agreement. **CONTRACTOR** agrees and acknowledges that the work must be timely completed, as delays affect critical airport operations.

IN WITNESS WHEREOF the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in TWO copies, each of which shall be deemed an original on the date first above written.

CITY OF MADERA (OWNER)

CONTRACTOR

By: _____
Cecilia K. Gallegos, Mayor

By: _____
Contractor (signature)

Date: _____

Date: _____

Printed Name and Title

APPROVE AS TO FORM:

Federal Tax I.D. No.

Shannon L. Chaffin, City Attorney

Contractor License Number

Date: _____

DIR Registration Number

ATTEST:

Alicia Gonzales, City Clerk

Date: _____

NOTE: This Notary Acknowledgment is required for verification of Contractor's signature.

Acknowledgment

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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 _____, 2025 before me, _____
(insert name and title of officer)

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

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

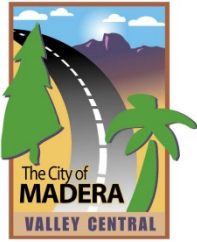
WITNESS my hand and official seal.

Signature _____ (Seal)

**EXHIBIT B
CITY OF MADERA**

**Budget Appropriations: Res. 25-
Budget Adjustments for Fiscal Year 2025/26**

FUND	ORG CODE	OBJECT CODE	DESCRIPTION	(+)	(-)
Airport Fund					
	20503510	4419	Caltrans Aeronautic Grant	\$ 18,917	\$ -
	20503510	4450	Grant/Capital Grant	-	\$ 796,659
	20503510	4900	Budgetary Carryover		\$ 115,263
	20503510	6440	Contracted Services	58,219	
	20503510	6610	Contingency	219,981	
	20503510	7050	Construction/Infrastructure	614,805	
			Total	\$ 911,922	\$ 911,922



REPORT TO CITY COUNCIL

Approved by:

Arnoldo Rodriguez For
John Botwright, Water and Sewer
Operations Manager

Arnoldo Rodriguez
Arnoldo Rodriguez, City Manager

Council Meeting of: October 15, 2025

Agenda Number: D-4

SUBJECT:

Sole Source Purchase from Aqua-Metric Sales Company for Replacement of Two Base Stations Supporting the City's Automatic Water Meter Reading System

RECOMMENDATION:

Adopt a Resolution approving a sole source purchase from Aqua-Metric Sales Company for the replacement of two base stations that support the City's automatic water meter reading system, consistent with the City's existing contractual relationship with Sensus Metering Systems.

SUMMARY:

The City is in contract for water meters and related software with Sensus Metering Systems (Sensus). The City's two existing Sensus base stations, which are responsible for tracking water consumption and transmitting water meter data to the City's billing software, are approaching the end of their service life. Replacement parts are no longer available, and continued operation without replacement poses a risk to system reliability and billing accuracy. Because the City is under contract with Sensus Metering Systems for all meter reading hardware and software, base stations must be replaced through Sensus's authorized distributor, Aqua-Metric Sales Company, which holds exclusive regional rights to sell and service Sensus equipment. This qualifies the purchase as a sole source procurement under the City's purchasing policy. The proposed purchase from Aqua-Metric Sales Company is approximately \$95,000, including installation, will ensure uninterrupted operation of the City's automatic meter reading system and continued compatibility with existing software, hardware, and licensing terms.

DISCUSSION:

In 2009, in response to State requirements, the City began the transition from manual-read meters to an automatic meter reading (AMR) system for residential and commercial sites to improve billing accuracy, efficiency and leak detection. The AMR system relies on base stations that collect meter data and transmit it to the City's software for processing and customer billing.

The system consists of two (2) 12-foot-high Sensus antennas, one located atop the Cook Water Tower and another adjacent to Town and Country Park. The Sensus system consists of a radio transmitter installed on each water meter that sends consumption data to a receiving antenna, which then relays the data to the City's software for billing purposes. The system captures and stores the data for up to 13 months, allowing customers to compare water usage year over year.

Over time, the existing base stations have become technologically obsolete and are nearing the end of their service life, with critical replacement parts no longer available. Sensus Metering Systems manufactures the City's water metering infrastructure, including the automatic-read water meters, base stations, and the software that enables system operation. Sensus has advised that continued operation without replacement poses a risk of system failure, which could interrupt meter data collection and billing. To ensure continued functionality and compliance with the City's long-term software contract, replacement of these components is necessary at this time. Sensus distributes its replacement components exclusively through authorized distributors. The exclusive authorized distributor for this region is Aqua-Metric Sales Company, based in Sacramento. Given these constraints, staff recommends approval of a sole source purchase from Aqua-Metric Sales Company to replace both base stations. This action will ensure reliable system performance, avoid data loss or billing interruption, and maintain compliance with existing contractual and warranty requirements.

The Sensus system has proven highly cost-effective for the City, allowing real-time data collection, hourly meter readings, proactive leak detection, tamper alerts, and improved water-use monitoring, which has significantly reduced staff time previously spent on manual meter routes and improved overall operational efficiency.

FINANCIAL IMPACT:

During preparation of the current fiscal year budget, staff allocated funding to support the replacement of the two base stations. Approximately \$95,000 has been budgeted in the FY 2025–26 Water Maintenance and Operations Budget to cover this project. The estimated total cost of the two replacement base stations, including equipment and installation, is approximately \$94,910 as outlined in the quote included in this report. Sufficient appropriations are available in the current operating budget to complete the purchase.

ALTERNATIVES:

The City Council may choose not to approve the purchase at this time. However, this option carries a significant operational risk, as failure of a base station would disrupt the transmission of meter data and impede water billing functions.

ATTACHMENTS:

1. Resolution
 - a. Exhibit A - Quote and Product Specifications
 - b. Exhibit B – Resolution 14-217 Approving an Agreement with Sensus USA Inc
 - i. Advanced Metering Infrastructure Agreement

- c. Exhibit C: Resolution 19-163 – First Amendment to the Agreement with Sensus USA Inc.
- d. Exhibit D: Resolution 25-03 – Ratifying an Extension to the Sensus USA Inc. Agreement to January 4, 2030
- e. Exhibit E: Sole-source letter

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA,
APPROVING A SOLE SOURCE PURCHASE FROM AQUA-METRIC SALES COMPANY FOR
THE REPLACEMENT OF TWO BASE STATIONS SUPPORTING THE CITY'S AUTOMATIC
WATER METER READING SYSTEM**

WHEREAS, the City of Madera maintains an Automatic Meter Reading (AMR) system used to collect and transmit water consumption data from individual customer meters to the City's billing software; and

WHEREAS, the City's AMR system relies on two (2) Sensus base stations to transmit meter data for billing and water-use monitoring; and

WHEREAS, the existing base stations have reached the end of their service life and are no longer supported by the manufacturer, with replacement parts no longer available; and

WHEREAS, the City's AMR infrastructure, including meters, base stations, and software, is manufactured by Sensus Metering Systems; and

WHEREAS, all equipment replacements and components must be procured through Sensus's authorized regional distributor to ensure compatibility, warranty coverage, and licensing compliance; and

WHEREAS, Aqua-Metric Sales Company, based in Sacramento, California, is the exclusive authorized distributor for Sensus equipment in this region, thereby qualifying this procurement as a sole source purchase under the City's purchasing policy; and

WHEREAS, replacing the two base stations is necessary to ensure the continued reliability of the City's water metering and billing system, avoid data loss or service interruption, and maintain compliance with existing software and hardware licensing requirements.

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

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. The City Council hereby approves a sole source purchase from Aqua-Metric Sales Company for the replacement of two Sensus base stations that support the City's Automatic Water Meter Reading System, in an amount consistent with available appropriations in the FY 2025–26 Water Maintenance and Operations Budget.
3. This Resolution is effective immediately upon adoption.

**Aqua-Metric Sales Company**

Steve Kamiyama | Account Manager
4050 Flat Rock Drive | Riverside, CA 92505
Phone: (951) 233-9545 | Facsimile: (951) 637-1500
steve.kamiyama@aquametric.com

September 24, 2025

Quote for: City of Madera
Attention: John Botwright
Address:
City, State, ZIP:
Phone:
Email:

Quantity	Description	Unit Price	Line Total
2	M420B BaseStation	\$37,500.00	\$75,000.00
2	Installation (Includes, Labor, Travel, and Material)	\$5,830.00	\$11,660.00
1	Tariff	\$2,062.50	\$2,062.50

TAXES AND FEES. All prices quoted are exclusive of federal taxes, state taxes, municipal taxes, tariffs, duties, and other government-imposed fees (collectively the "Taxes and Fees") related to the procurement, installation, and delivery of materials and equipment. Customer shall be liable for all applicable Taxes and Fees imposed upon the Goods purchased. Taxes and Fees will be added to each applicable invoice and are the responsibility of the Customer. If Customer is exempt from sales tax, Customer is required to provide all applicable tax exemption

This quote for the product and services named above is subject to the following terms:

1. All quotes are subject to the Aqua-Metric Terms of Sale.
2. Quote is valid for 90 days
3. Freight allowed on single orders exceeding \$20,000.00.
4. Net Thirty Days to Pay
5. Returned product may be subject to a 25% restocking fee and within 60 days
6. Sales Tax and/or Freight charges are approximated and may vary on final invoice.

Subtotal	\$88,722.50
Shipping & Handling	
Sales Tax	\$6,187.50
Total	\$94,910.00

M420B FlexNet Base Station

Compact Point-to-Multipoint Base Station



Small Footprint

Flexible pole or wall-mounting options enable strategic deployment with a discreet appearance.

Features

- GPS receiver for time synchronization
- Duplexer for single antenna
- IP-addressable power supply with hot-swap capability
- 8-hour battery backup
- Alarms and reporting capability
- Backhaul via Ethernet/IP
- Heated battery for cold weather environments
- Modular construction for easy serviceability

The Sensus FlexNet® M420B Base Station offers a strategic communications option for public service providers with endpoints deployed in remote or densely populated areas.

The efficient transceiver can transmit and receive in a 250kHz band of spectrum. 250kHz enables more dedicated channels, resulting in higher network capacity, allowing more granular data and more channels of data. The Sensus FlexNet communication network delivers eight times the transmit power of competitive systems over primary-use licensed spectrum – ensuring reliability for mission critical applications.

The architecture enables reliable communication of status and usage information with fewer access points than other network architectures. These compact, efficient base stations fit in space-constrained environments and require no air conditioning.

Licensed Radio Spectrum

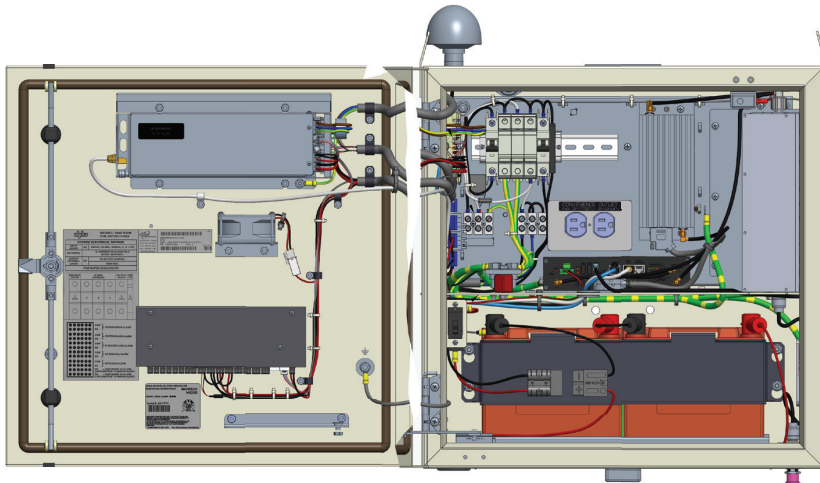
In North America, FCC/ISED protected primary-use spectrum avoids competition with other wireless services, interference from other radio devices and the risk of being taken over by emergency service providers.

Fewer Access Points

Our point-to-multipoint architecture directly connects base stations to endpoints over large geographic areas – greatly reducing the number of network backhaul connections as well as O&M costs.

Resilient Network Design

Sensus Base Stations continue to provide real time data during outages and emergencies because of eight hour plus battery backup – enabling better workforce management and faster service restoration.



Applications

- Two-way Advanced Meter Infrastructure (AMI)
- Distribution Automation (DA)
- Demand Response (DR)
- Home Area Networks (HAN)
- RNI 4.x or newer
- NCS 2.x
- Unified 3.x
- Micro Grid and Grid Edge

Properties

Receive bandwidth	250 KHz
Transceivers	Single
Spectrum	Licensed 900 MHz PCS/MAS
Duplexing	Thirty-two receivers
Applications	Single
Expandability	No
Compatibility	SNMP
FlexNet	RNI 4.x or newer, Unified 3.x or newer, NCS 2.x or newer

Enclosures - Outdoor - Pole/Wall Mount

Height	22" (55.9 cm)
Width	22" (55.9 cm)
Depth	10.5" (26.7 cm)
Weight	150 lbs. (approx.)
Capacity	One transceiver
Temperature	-40° to +122° F (-40° to +50° C)
Voltage	120 VAC
Battery backup	8 hours
NEMA rating	4
Air conditioned	No

Specifications

- Spectrum is licensed 900 MHz PCS/MAS
- One transceiver, single transmit, with duplexing
- Eight simultaneous/dedicated receive channels
- Transmit and receive in a 250kHz band of spectrum
- Compatibility with SNMP
- Applications include: two-way advanced meter infrastructure, distribution automation, demand response, and home automation networks

Xylem
639 Davis Drive
Morrisville, NC 27560

Tel +1 800.638.3745
xylem.com

xylem.com/sensus

Exhibit B

RESOLUTION NO. 14-217

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA
APPROVING AN AGREEMENT WITH SENSUS USA INC. FOR
SENSUS FLEXNET AMI SOFTWARE UPGRADE AND SOFTWARE
MAINTENANCE AND AUTHORIZING THE MAYOR TO SIGN THE
AGREEMENT ON BEHALF OF THE CITY OF MADERA**

WHEREAS, The City is in need of updating the current Sensus Flexnet AMI Software for meter reading purposes and software maintenance; and

WHEREAS, The City has determined that it is prudent to obtain professional services from a firm with the unique skills to provide such an upgrade and future maintenance; and

WHEREAS, The City has determined that Sensus USA Inc. has unique and appropriate skills and capacities to perform said upgrade and future maintenance; and

WHEREAS, An agreement with Sensus USA Inc. to provide said services has been developed to the satisfaction of both parties; and

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

1. The above recitals are true and correct.
2. The Agreement with Sensus USA Inc. to provide for Sensus Flexnet AMI Software Upgrade and Software Maintenance, a copy of which is on file in the office of the City Clerk and referred to for particulars, is hereby approved. The Mayor is authorized to execute the Agreement on behalf of the City.
3. This resolution is effective immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Madera this 17th day of December, 2014 by the following vote:

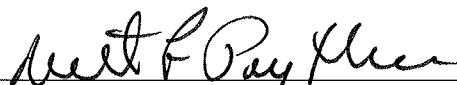
AYES: Council Members Poythress, Oliver, Rigby, Bomprezzi, Medellin, Holley, Robinson.

NOES: None.

ABSTENTIONS: None.

ABSENT: None.

APPROVED:


ROBERT L. POYTHRESS, Mayor

ATTEST:


SONIA ALVAREZ, City Clerk



APPROVED AS TO LEGAL FORM:


BRENT RICHARDSON, City Attorney



Advanced Metering Infrastructure (AMI) Agreement

between

City of Madera
("Customer")

and
Sensus USA Inc.
("Sensus")

IN WITNESS WHEREOF, the parties have caused this AMI Agreement ("Agreement") to be executed by their duly authorized representatives as of the day and year written below. The date of the last party to sign is the "Effective Date."

This Agreement shall commence on the Effective Date and continue for/until: 5 Years ("Term"), provided that it may be extended for a longer period by written agreement.

This Agreement contains two parts: Part (1) is The FCC Notification for Spectrum Manager Lease, to be filed with the FCC by Sensus on behalf of the Customer and Part (2) is a AMI Agreement between Sensus and Customer. Together, these two parts create the Agreement.

Sensus USA Inc.

By: Tom Hariger
Name: TOM HARRIGER
Title: Director of Sales
Date: 1/5/15

Customer: City of Madera

By: Robert L. Poythress
Name: Robert L. Poythress
Title: Mayor
Date: 12/18/14

Contents of this Agreement:

Part 1: Notification for Spectrum Manager Lease

Part 2: AMI Agreement

Exhibit A Software as a Service

Exhibit B Technical Support

Part 1: Notification for Spectrum Manager Lease

In order for Sensus to apply to the FCC on the Customer's behalf for a spectrum manager lease, Customer must complete the information below in boxes one (1) through ten (10) and certify via authorized signature. Customer's signature will indicate that Customer authorizes Sensus to file the spectrum manager lease notification on FCC Form 608 with the Customer as spectrum Lessee, and if Customer does not already have one, ownership disclosure information on FCC Form 602.

1

Customer/Lessee Name: City of Madera			
Attention To: Ted Uyesaka		Name of Real Party in Interest: City of Madera	
Street Address: 205 W. 4th Street			City: Madera
State: CA	Zip: 93637	Phone: 559-661-5400	
Fax: 559-674-2972		Email: tuyesaka@cityofmadera.com	

Is Customer contact information same as above? ☐ Yes ☒ No (If No, complete box 2 below)

Additional Customer/Lessee Contact Information

2

Company Name: City of Madera			
Attention To: Dave Randall			
Street Address: 1030 S. Gateway Drive			City: Madera
State: CA	Zip: 93637	Phone: 559-661-5466	
Fax: 559-661-0760		Email: drandall@cityofmadera.com	

3

Customer/Lessee is a(n) (Select one): ☐ Individual ☐ Unincorporated Association ☐ Trust
☒ Government Entity ☐ Corporation ☐ Limited Liability Company ☐ General Partnership
☐ Limited Partnership ☐ Limited Liability Partnership ☐ Consortium ☐ Other _____

4

FCC Form 602: FCC File Number of Customer's Form 602 Ownership Information: _____. If Customer has not filed a Form 602, Sensus will file one for Customer. Please complete questions 5, 6, and 7 below if Customer does not have a Form 602 on file. Customer must complete items 8, 9 and 10 irrespective of whether Customer has an ownership report on file.

5

Customer Tax ID: 94-6000365

6

Individual Contact For FCC Matters

Please designate one individual (the Director of Public Works or similar person) who is responsible to the FCC for the operation of the FlexNet radio system. This person would need to obtain his or her own personal FRN (FCC Registration Number) by going to the link below and completing the individual FRN registration.	
Name: Ted Uyesaka	
Title: IS Manager	
Email: tuyesaka@cityofmadera.com	Phone: 559-661-5400
Personal FRN:	
Link for obtaining personal FRN: https://apps.fcc.gov/coresWeb/regEntityType.do	

Ownership Disclosure Information

7

If Customer/Lessee is a government entity, list the names of the Mayor and all Council Members below, as well as verify citizenship and ownership interests in any entity regulated by the FCC. Such ownership must be disclosed where a mayor/council member owns 10% or more, directly or indirectly, or has operating control of any entity subject to FCC regulation. If any answer to Ownership question is Yes, or any answer to Citizenship question is No, provide an attachment with further explanation.		
Mayor: Robert L. Poythress	US Citizen? ☒ Yes ☐ No	Ownership Disclosure? ☐ Yes ☒ No
Council Member: Sally J. Bomprezzi	☒ Yes ☐ No	☐ Yes ☒ No
Council Member: Andrew J. Madellin	☒ Yes ☐ No	☐ Yes ☒ No
Council Member: William Oliver	☒ Yes ☐ No	☐ Yes ☒ No

Council Member: Derek O. Robinson Sr.	☒ Yes ☐ No	☐ Yes ☒ No
Council Member: Charles F. Rigby	☒ Yes ☐ No	☐ Yes ☒ No
Council Member: Donald E. Holley	☒ Yes ☐ No	☐ Yes ☒ No
Council Member:	☐ Yes ☐ No	☐ Yes ☐ No
Council Member:	☐ Yes ☐ No	☐ Yes ☐ No
Council Member:	☐ Yes ☐ No	☐ Yes ☐ No

8

Alien Ownership Questions (If the answer is Yes, provide an attachment explaining the circumstances)

1) Is the Customer/Lessee a foreign government or the representative of any foreign government?	☐ Yes ☒ No
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9

Basic Qualification Information

1) Has the Customer or any party to this application had any FCC station authorization, license, or construction permit revoked or had any application for an initial, modification or renewal of FCC station authorization, license or construction permit denied by the Commission?	☐ Yes ☒ No
2) Has the Customer or any party to this filing, or any party directly or indirectly controlling the Customer or any party to this filing ever been convicted of a felony by any state or federal court?	☐ Yes ☒ No
3) Has any court finally adjudged the Customer or any party directly or indirectly controlling the Customer guilty of unlawfully monopolizing or attempting to unlawfully monopolize radio communication, directly or indirectly, through control of manufacture or sale of radio apparatus, exclusive traffic arrangement, or any other means or unfair methods of competition?	☐ Yes ☒ No

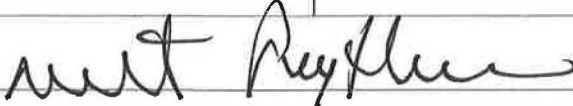
10

Customer/Lessee Certification Statements

1) The Customer/Lessee agrees that the Lease is not a sale or transfer of the license itself.	☒ Yes
2) The Customer/Lessee acknowledges that it is required to comply with the Commission's Rules and Regulations and other applicable law at all times, and if the Customer/Lessee fails to so comply, the Lease may be revoked, cancelled, or terminated by either the Licensee or the Commission.	☒ Yes
3) The Customer/Lessee certifies that neither it nor any other party to the Application/Notification is subject to a denial of Federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C § 862, because of a conviction for possession or distribution of a controlled substance (See Section 1.2002(b) of the rules, 47 CFR § 1.2002(b), for the definition of "party to the application" as used in this certification.)	☒ Yes
4) The Customer/Lessee hereby accepts Commission oversight and enforcement consistent with the license and lease authorization. The Lessee acknowledges that it must cooperate fully with any investigation or inquiry conducted either by the Commission or the Licensee, allow the Commission or the Licensee to conduct on-site inspections of transmission facilities, and suspend operations at the direction of the Commission or the Licensee and to the extent that such suspension of operation would be consistent with applicable Commission policies.	☒ Yes
5) The Customer/Lessee acknowledges that in the event an authorization held by a Licensee that has associated with it a spectrum leasing arrangement that is the subject of this filing is revoked, cancelled, terminated, or otherwise ceases to be in effect, the Customer/Lessee will have no continuing authority to use the leased spectrum and will be required to terminate its operations no later than the date on which the Licensee ceases to have any authority to operate under the license, unless otherwise authorized by the Commission.	☒ Yes
6) The Customer/Lessee agrees the Lease shall not be assigned to any entity that is not eligible or qualified to enter into a spectrum leasing arrangement under the Commission's Rules and Regulations.	☒ Yes
7) The Customer/Lessee waives any claim to the use of any particular frequency or of the electromagnetic spectrum as against the regulatory power of the United States because of the previous use of the same, whether by spectrum lease or otherwise.	☒ Yes
8) The Customer/Lessee certifies that it is not in default on any payment for Commission licenses and that it is not delinquent on any non-tax debt owed to any federal agency.	☒ Yes

The Customer/Lessee certifies that all of its statements made in this Application/Notification and in the schedules, exhibits, attachments, or documents incorporated by reference are material, are part of this Application/Notification, and are true, complete, correct, and made in good faith. The Customer/Lessee shall notify Sensus in writing in the event any information supplied on this form changes.

Type or Printed Name of Party Authorized to Sign

First Name: Robert	MI: L	Last Name: Poythress	Suffix:
Title: Mayor		Customer Name: City of Madera	
Signature: 			Date: 12/18/14
FAILURE TO SIGN THIS APPLICATION MAY RESULT IN DISMISSAL OF THE APPLICATION AND FORFEITURE OF ANY FEES PAID.			
WILLFUL FALSE STATEMENTS MADE ON THIS FORM OR ANY ATTACHMENTS ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. Code, Title 18, Section 1001) AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. Code, Title 47, Section 312(a)(1)) AND/OR FORFEITURE (U.S. Code Title 47, Section 503).			

Part 2: AMI AGREEMENT

1. **Equipment.**
 - A. **Purchase of Equipment.** Customer shall purchase all Equipment from Sensus' authorized distributor pursuant to the terms and conditions (including any warranties on such Equipment) agreed by Customer and Sensus' authorized distributor. This Agreement shall not affect any terms and conditions, including any warranty terms, agreed by Customer and Sensus' authorized distributor. If Customer elects to purchase any equipment or services directly from Sensus, or if Customer pays any fees or other costs to Sensus, then Sensus' Terms of Sale shall apply. The "Terms of Sale" are available at: <http://na.sensus.com/TC/TermsConditions.pdf>, or 1-800-METER-IT.
 - B. **THERE ARE NO WARRANTIES IN THIS AGREEMENT, EXPRESS OR IMPLIED. SENSUS EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT AND TITLE.**
2. **Services.**
 - A. **Installation of Equipment.** Installation services will be as agreed between the Customer and Sensus' authorized distributor. Sensus will not provide Installation services pursuant to this Agreement.
 - B. **Software Implementation.** Sensus shall install and configure the Software and shall install the Software on the Server Hardware.
 - C. **IT Systems Integration Services.** Integration of the Software into Customer's new or existing Internal IT systems is not included in this Agreement.
 - D. **Technical Support.** Sensus shall provide Customer the technical support set forth in Exhibit B.
 - E. **Project Management.** Project Management of the AMI System is not included in this Agreement.
3. **Software.**
 - A. **Software as a Service (SaaS).** Sensus shall provide Customer with Software as a Service, as defined in Exhibit A, only so long as Customer is current in its payments for such services.
4. **Spectrum**
 - A. **Definitions in this Section 4.** In this Section 4 only, "Sensus" shall mean Sensus USA Inc. and its wholly owned subsidiary, Sensus Spectrum LLC.
 - B. **Spectrum Lease.** Sensus hereby grants to Customer, and Customer accepts, a spectrum manager lease ("Lease") over the frequencies of certain FCC license(s) ("FCC License") solely within Customer's Service Territory. (The frequencies of the FCC License within Customer's geographic Service Territory are called the "Leased Spectrum"). Customer shall pay the Ongoing Fees for use of the Leased Spectrum.
 - C. **FCC Forms.** At the Federal Communications Commission (FCC), Sensus will; (1) obtain an FCC Registration Number (FRN) for Customer; (2) submit on behalf of Customer the FCC Form 602 Ownership Disclosure Information if Customer has not already done so; and (3) file a FCC Form 608, notification/application for long-term spectrum manager lease. This Lease becomes effective when the FCC accepts the FCC Form 608.
 - D. **Lease Application.** In order to complete the FCC lease application, Customer will promptly:
 - i. Complete and sign the representations in Part 1 of this Agreement such that Customer demonstrates it qualifies for a spectrum lease under FCC rules. Customer's signature will indicate that Customer authorizes Sensus to; (1) obtain an FRN on behalf of Customer; (2) submit the FCC Form 602 Ownership Disclosure Information on behalf of Customer if Customer has not already done so; and (3) file the spectrum manager lease notification on FCC Form 608 with the Customer as spectrum lessee.
 - ii. Give Sensus the coordinates of the boundaries of Customer's Service Territory or, alternatively, approve Sensus' estimation of the same.
 - iii. If Customer has not already done so; Customer hereby authorizes Sensus to apply on Customer's behalf and obtain for Customer a Federal Registration Number (FRN, the FCC's unique identifier for each licensee) and shall supply Sensus with Customer's Taxpayer Identification Number (TIN).
 - iv. Provide any other information or other cooperation reasonably necessary for the Parties to perform as set forth herein.
 - E. **Permitted Use of Spectrum Lease.** Customer may transmit or receive over the Leased Spectrum only in the Service Territory and only using FlexNet equipment manufactured by Sensus and used in accordance with Sensus' specifications. Customer may use the Leased Spectrum only to read and direct meters in support of Customer's primary utility business or any other operation approved by Sensus in writing. Without limiting the foregoing, Customer is prohibited from reselling, subleasing or sublicensing the Leased Spectrum or from transmitting voice communications over the Leased Spectrum.
 - F. **Term of Spectrum Lease.** Unless terminated earlier (because, for example, Customer stops using the FlexNet equipment or because this Agreement terminates or expires for any reason), this Lease will have the same term as the FCC license. If Customer is operating in compliance with this Agreement and is current on any payments owed to Sensus, when the FCC License renews, the Parties will apply to the FCC to renew this Lease.
 - G. **Termination of Spectrum Lease.** The Lease will terminate: (a) two months after Customer stops transmitting with FlexNet equipment manufactured by Sensus; (b) upon termination, revocation or expiration of the FCC License; (c) upon Customer's breach of this Agreement; or (d) upon termination or expiration of this Agreement for any reason.
 - H. **FCC Compliance.** The following FCC requirements apply
 - I. Pursuant to 47 CFR 1.9040(a);
 - (a) Customer must comply at all times with applicable FCC rules. This Agreement may be revoked by Sensus or the FCC if Customer fails to so comply;
 - (b) If the FCC License is terminated, Customer has no continuing right to use the Leased Spectrum unless otherwise authorized by the FCC;
 - (c) This Agreement is not an assignment, sale or other transfer of the FCC License;
 - (d) This Agreement may not be assigned except upon written consent of Sensus, which consent may be withheld in its discretion; and
 - (e) In any event, Sensus will not consent to an assignment that does not satisfy FCC rules.
 - II. Referencing 47 CFR 1.9010, Sensus retains *de jure* and *de facto* control over the applicable radio facilities, including that,
 - (a) Sensus will be responsible for Customer's compliance with FCC policies and rules. Sensus represents and warrants that it has engineered the FlexNet equipment and accompanying software and other programs to comply with FCC rules. Customer will operate the FlexNet equipment subject to Sensus' supervision and control and solely in accordance with Sensus' specifications. Sensus retains the right to inspect Customer's radio operations hereunder and to terminate this Agreement or take any other necessary steps to resolve a violation of FCC rules, including to order Customer to cease transmission. Sensus will act as spectrum manager in assigning spectrum under the FCC License so as to avoid any harmful interference or other violation of FCC rules. Sensus will be responsible for resolving any interference complaints or other FCC rule violations that may arise; and

- (b) Sensus will file any necessary FCC forms or applications and Customer agrees reasonably to assist Sensus with such filing by providing any necessary information or other cooperation. Sensus will otherwise interact with the FCC with respect to this Agreement, the FCC License or FlexNet equipment.
- I. **Interference.** Customer agrees to report to Sensus promptly, and in no event later than 72 hours afterward, any incident related to the Leased Spectrum, including where Customer experiences harmful interference, receives a complaint or other notice of having caused harmful interference, or receives any type of communication from the FCC or other government agency regarding radio transmission.
5. **General Terms and Conditions.**
- A. **Intentionally Omitted**
- B. **Limitation of Liability.**
- I. Sensus' aggregate liability in any and all causes of action arising under, out of or in relation to this Agreement, its negotiation, performance, breach or termination (collectively "**Causes of Action**") shall not exceed the greater of: (a) the total amount paid by Customer directly to Sensus under this Agreement; or (b) ten thousand US dollars (USD 10,000.00). This is so whether the Causes of Action are in tort, including, without limitation, negligence or strict liability, in contract, under statute or otherwise. As separate and independent limitations on liability, Sensus' liability shall be limited to direct damages. Sensus shall not be liable for: (i) any indirect, incidental, special or consequential damages; nor (ii) any revenue or profits lost by Customer or its Affiliates from any End User(s), irrespective whether such lost revenue or profits is categorized as direct damages or otherwise; nor (iii) any In/Out Costs; nor (iv) manual meter read costs and expenses; nor (v) damages arising from maincase or bottom plate breakage caused by freezing temperatures, water hammer conditions, or excessive water pressure. The limitations on liability set forth in this Agreement are fundamental inducements to Sensus entering into this Agreement. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give Sensus the maximum protection permitted under law.
- II. To the maximum extent permitted by law, no Cause of Action may be instituted by Customer against Sensus more than TWELVE (12) MONTHS after the Cause of Action first arose. In the calculation of any damages in any Cause of Action, no damages incurred more than TWELVE (12) MONTHS prior to the filing of the Cause of Action shall be recoverable.
- C. **Termination.** Either party may terminate this Agreement earlier if the other party commits a material breach of this Agreement and such material breach is not cured within forty-five (45) days of written notice by the other party. Upon any expiration or termination of this Agreement, Sensus' and Customer's obligations hereunder shall cease and the software as a service and spectrum lease shall immediately cease.
- D. **Force Majeure.** If either party becomes unable, either wholly or in part, by an event of Force Majeure, to fulfill its obligations under this Agreement, the obligations affected by the event of Force Majeure will be suspended during the continuance of that inability. The party affected by the force majeure will take reasonable steps to mitigate the Force Majeure.
- E. **Intellectual Property.** No Intellectual Property is assigned to Customer hereunder. Sensus shall own or continue to own all Intellectual Property used, created, and/or derived in the course of performing this Agreement. To the extent, if any, that any ownership interest in and to such Intellectual Property does not automatically vest in Sensus by virtue of this Agreement or otherwise, and instead vests in Customer, Customer agrees to grant and assign and hereby does grant and assign to Sensus all right, title, and interest that Customer may have in and to such Intellectual Property. Customer agrees not to reverse engineer any Equipment purchased or provided hereunder.
- F. **Confidentiality.** Both parties shall (and shall cause their employees and contractors to) keep all Confidential Information strictly confidential and shall not disclose it to any third party, except to the extent reasonably required to perform and enforce this Agreement or as required under applicable law, court order or regulation. The Confidential Information may be transmitted orally, in writing, electronically or otherwise observed by either party. Notwithstanding the foregoing, "Confidential Information" shall not include: (i) any information that is in the public domain other than due to Recipient's breach of this Agreement; (ii) any information in the possession of the Recipient without restriction prior to disclosure by the Discloser; or (iii) any information independently developed by the Recipient without reliance on the information disclosed hereunder by the Discloser. "**Discloser**" means either party that discloses Confidential Information, and "**Recipient**" means either party that receives it.
- G. **Non-Waiver of Rights.** A waiver by either party of any breach of this Agreement or the failure or delay of either party to enforce any of the articles or other provisions of this Agreement will not in any way affect, limit or waive that party's right to enforce and compel strict compliance with the same or other articles or provisions.
- H. **Assignment and Sub-contracting.** Either party may assign, transfer or delegate this Agreement without requiring the other party's consent: (i) to an Affiliate; (ii) as part of a merger; or (iii) to a purchaser of all or substantially all of its assets. Apart from the foregoing, neither party may assign, transfer or delegate this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld. Furthermore, Customer acknowledges Sensus may use subcontractors to perform RF Field Equipment installation, the systems integration work (if applicable), or project management (if applicable), without requiring Customer's consent.
- I. **Amendments.** No alteration, amendment, or other modification shall be binding unless in writing and signed by both Customer and by a vice president (or higher) of Sensus.
- J. **Governing Law and Dispute Resolution.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Delaware. Any and all disputes arising under, out of, or in relation to this Agreement, its negotiation, performance or termination ("**Disputes**") shall first be resolved by the Parties attempting mediation in Delaware. If the Dispute is not resolved within sixty (60) days of the commencement of the mediation, it shall be litigated in the state or federal courts located in Delaware. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PARTIES AGREE TO A BENCH TRIAL AND THAT THERE SHALL BE NO JURY IN ANY DISPUTES.
- K. **Restriction on Discovery.** The Parties acknowledge the abundance of documents, data, and other information stored in an electronic manner and the time and costs associated with retrieving relevant electronic data from the Parties during the Discovery portion of a claim. Accordingly, the Parties shall utilize only printed or hard-copy documents, data, and other information in Discovery and shall not use or request electronic or e-Discovery methods for any claim, demand, arbitration or litigation subject to this Agreement. All relevant and unprivileged printed or hard-copy materials shall be subject to Discovery, but neither Party has an obligation to maintain printed or hard-copy files in anticipation of a claim, demand, litigation, or arbitration proceeding.
- L. **Survival.** The provisions of this Agreement that are applicable to circumstances arising after its termination or expiration shall survive such termination or expiration.
- M. **Severability.** In the event any provision of this Agreement is held to be void, unlawful or otherwise unenforceable, that provision will be severed from the remainder of the Agreement and replaced automatically by a provision containing terms as nearly like the void, unlawful, or unenforceable provision as possible; and the Agreement, as so modified, will continue to be in full force and effect.
- N. **Four Corners.** This written Agreement represents the entire understanding between and obligations of the parties and supersedes all prior understandings, agreements, negotiations, and proposals, whether written or oral, formal or informal between the parties. There are no other terms or conditions, oral, written, electronic or otherwise. There are no implied obligations. All obligations are specifically set forth in this Agreement. Further, there are no representations that induced this Agreement that are not included in it. The ONLY operative provisions are set forth in writing in this Agreement.
- O. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall

constitute one and the same instrument. Additionally, this Agreement may be executed by facsimile or electronic copies, all of which shall be considered an original for all purposes.

6. **Definitions.** As used in this Agreement, the following terms shall have the following meanings:

- A. **"Affiliate"** of a party means any other entity controlling, controlled by, or under common control with such party, where "control" of an entity means the ownership, directly or indirectly, of 50% or more of either; (i) the shares or other equity in such entity; or (ii) the voting rights in such entity.
- B. **"AMI System"** identifies the Sensus FlexNet Advanced Meter Infrastructure System comprised of the SmartPoint Modules, RF Field Equipment, Server Hardware, software licenses, FCC licenses, and other equipment provided to Customer hereunder. The AMI System only includes the foregoing, as provided by Sensus. The AMI System does not include goods, equipment, software, licenses or rights provided by a third party or parties to this Agreement.
- C. **"Confidential Information"** means any and all non-public information of either party, including the terms of this agreement, all technical information about either party's products or services, pricing information, marketing and marketing plans, Customer's End Users' data, AMI System performance, AMI System architecture and design, AMI System software, other business and financial information of either party, and all trade secrets of either party.
- D. **"Echo Transceiver"** identifies the Sensus standalone, mounted relay device that takes the radio frequency readings from the SmartPoint Modules and relays them by radio frequency to the relevant FlexNet Base Station.
- E. **"End User"** means any end user of electricity, water, and/or gas (as applicable) that pays Customer for the consumption of electricity, water, and/or gas, as applicable.
- F. **"Field Devices"** means the meters and SmartPoint Modules.
- G. **"FlexNet Base Station"** identifies the Sensus manufactured device consisting of one transceiver, to be located on a tower that receives readings from the SmartPoint Modules (either directly or via an Echo Transceiver) by radio frequency and passes those readings to the RNI by TCP/IP backhaul communication. For clarity, FlexNet Base Stations include Metro Base Stations.
- H. **"FlexWare™ Software"** identifies the Sensus proprietary software used in the RNI and any Patches, Updates, and Upgrades that are provided to Customer pursuant to the terms of this Agreement.
- I. **"Harris Software"** means the specific items of software provided by N. Harris Computer Corporation only to the extent Customer; (i) has been provided pricing for that specific item of Harris Software; and (ii) is current in its payments for that specific item of Harris Software.
- J. **"Force Majeure"** means an event beyond a party's reasonable control, including, without limitation, acts of God, hurricane, flood, volcano, tsunami, tornado, storm, tempest, mudslide, vandalism, illegal or unauthorized radio frequency interference, strikes, lockouts, or other industrial disturbances, unavailability of component parts of any goods provided hereunder, acts of public enemies, wars, blockades, insurrections, riots, epidemics, earthquakes, fires, restraints or prohibitions by any court, board, department, commission or agency of the United States or any States, any arrests and restraints, civil disturbances and explosion.
- K. **"In/Out Costs"** means any costs and expenses incurred by Customer in transporting goods between its warehouse and its End User's premises and any costs and expenses incurred by Customer in installing, uninstalling and removing goods.
- L. **"Intellectual Property"** means patents and patent applications, inventions (whether patentable or not), trademarks, service marks, trade dress, copyrights, trade secrets, know-how, data rights, specifications, drawings, designs, maskwork rights, moral rights, author's rights, and other intellectual property rights, including any derivations and/or derivative works, as may exist now or hereafter come into existence, and all renewals and extensions thereof, regardless of whether any of such rights arise under the laws of the United States or of any other state, country or jurisdiction, any registrations or applications thereof, and all goodwill pertinent thereto.
- M. **"LCM"** identifies the load control modules.
- N. **"Ongoing Fee"** means the annual or monthly fees, as applicable, to be paid by Customer during the Term of this Agreement.
- O. **"Patches"** means patches or other maintenance releases of the Software that correct processing errors and other faults and defects found previous versions of the Software. For clarity, Patches are not Updates or Upgrades.
- P. **"Permitted Use"** means only for reading Customer's meters in the Service Territory. The Permitted Use does not include reading third party meters or reading meters outside the Service Territory.
- Q. **"Release"** means both Updates and Upgrades.
- R. **"Remote Transceiver"** identifies the Sensus standalone, mounted relay device that takes the radio frequency readings from the SmartPoint Modules and relays them directly to the RNI by TCP/IP backhaul communication.
- S. **"RF Field Equipment"** means, collectively, FlexNet Base Stations, Echo Transceivers and Remote Transceivers.
- T. **"RNI"** identifies the regional network interfaces consisting of hardware and software used to gather, store, and report data collected by the FlexNet Base Stations from the SmartPoint Modules. The RNI hardware specifications will be provided by Sensus upon written request from Customer.
- U. **"Service Territory"** identifies the geographic area where Customer provides electricity, water, and/or gas (as applicable) services to End Users as of the Effective Date. This area will be described in the parties' spectrum lease filing with the FCC.
- V. **"Server Hardware"** means the RNI hardware.
- W. **"SmartPoint™ Modules"** identifies the Sensus transmission devices installed on devices such as meters, distribution automation equipment and demand/response devices located at Customer's End Users' premises that take the readings of the meters and transmit those readings by radio frequency to the relevant FlexNet Base Station, Remote Transceiver or Echo Transceiver.
- X. **"Software"** means all the Sensus proprietary software provided pursuant to this Agreement, and any Patches, Updates, and Upgrades that are provided to Customer pursuant to the terms of this Agreement.
- Y. **"TouchCoupler Unit"** identifies an inductive coupler connection from a water register to the SmartPoint Module.
- Z. **"Updates"** means releases of the Software that constitute a minor improvement in functionality.
- AA. **"Upgrades"** means releases of the Software which constitute a significant improvement in functionality or architecture of the Software.
- BB. **"WAN Backhaul"** means the communication link between FlexNet Base Stations and Remote Transceivers and RNI.

Exhibit A
Software as a Service

I. Description of Services

This exhibit contains the details of the Software as a Service that Sensus shall provide to Customer if both; (i) pricing for Software as a Service has been provided to the Customer; and (ii) the Customer is current in its payments for Software as a Service.

- A. Termination of Software as a Service.** Customer shall have the option at any time after full deployment but before the end of the Term to terminate the Software as a Service by giving Sensus one hundred twenty (120) days prior written notice. Upon delivery of the notice, Customer shall purchase the necessary RNI(s) and shall pay all applicable fees, including any unpaid Software as a Service fees. Such notice, once delivered to Sensus, is irrevocable. Should Customer elect to terminate the Software as a Service, Customer acknowledges that; (a) Customer shall purchase the RNI hardware; (b) Customer will purchase the necessary software license(s); (c) Sensus will cease to provide the Software as a Service.

B. Software as a Service Definition.

1. **"Software as a Service"** means only the following services:

- i. Use of RNI hardware, located at Sensus' or a third party's data center facility (as determined by Sensus), that is necessary to operate the AMI System.
 - ii. Initial training (not to exceed five days) on the use of the AMI System and all product documentation, including any updates to product documentation.
 - iii. Providing Patches, Updates, and Upgrades to latest Sensus FlexWare Software releases.
 - iv. Providing FCC spectrum, pursuant to the terms of the spectrum lease, to operate the AMI System (for USA customers).
 - v. Providing remote firmware maintenance for FlexNet Base Stations and SmartPoint Modules (Customer must provide IP access to each FlexNet Base Station in order to perform secure shell (SSH) functions).
 - vi. Providing certain third party software required to operate the RNI (specifically, Microsoft SQL server, Microsoft Windows Server, Red Hat Linux OS, and other Bundled Software).
 - vii. Providing secure Web portal access to the hosted FlexWare Software application for the Customer (Customer system administrator grants RNI access to authorized Customer personnel as they are added).
 - viii. If requested, submitting a "daily reading file" in standard file format containing hourly consumption reads and all available alarms collected by the AMI System, including exception reports, such as zero consumption reads and non-responding meters (including traceability to the meter location when the meter installer provides the location information).
 - ix. 24x7x365 server and network monitoring and trouble ticket generation, advanced security monitoring and preventative maintenance monitoring using diagnostic software tools.
 - x. Network optimization after the final propagation study and FlexNet Base Station site plan is verified by Sensus, and network tuning of endpoints deployed in the Service Territory.
 - xi. Performing daily off-site vaulting of encrypted backup tapes containing one year of history for auditing purposes.
 - xii. Providing current Sensus fixed base reporting software (for up to 50,000 SmartPoint Modules) for up to thirteen (13) months of hourly data retention for basic reporting, route processing and querying functionality.
 - xiii. Providing telephone support consistent with the Sensus Technical Support as set forth in Exhibit B.
 - xiv. Providing "hot fallover" disaster recovery solution within twenty four (24) hours.
 - xv. Providing FlexNet Base Station parts repair or replacement, at Sensus' discretion. This excludes field repair labor and field maintenance labor.
2. **"Software as a Service"** does not include any of the following services:
- i. Normal periodic processing of accounts or readings for Customer's billing system for billing or other analysis purposes (other than daily file delivery).
 - ii. Field labor to troubleshoot any SmartPoint Modules in the field in meter populations that have been previously accepted.
 - iii. First response labor to troubleshoot FlexNet Base Station, Echo Transceivers, Remote Transceivers or other field network equipment.
 - iv. Parts or labor required to repair damage to any field network equipment that is the result of a Force Majeure event.
 - v. Customer understands that the Sensus route manager meter data management (MDM) application is limited to 50,000 or fewer SmartPoint Modules, and Customer must utilize an enterprise MDMS (or other suitable solution) to manage reading data when system size exceeds 50,000 SmartPoint Modules.

If an item is not listed in subparagraphs (1) or (2) above, such item is excluded from the Software as a Service and is subject to additional pricing.

II. Further Agreements

A. System Uptime Rate

1. Sensus (or its contractor) shall host the FlexWare Software application on computers owned or controlled by Sensus (or its contractors) and shall provide Customer access to the hosted FlexWare Software application via internet or point to point connection (i.e., Hosted-Access use), according to the terms below. Sensus endeavors to maintain an average System Uptime Rate equal to ninety-nine (99.0) per Month (as defined below). The System Uptime Rate shall be calculated as follows:

$$\text{System Uptime Rate} = 100 \times \frac{\text{TMO} - \text{Total Non-Scheduled Downtime minutes in the Month}}{\text{TMO}}$$

2. **Calculations**

- i. **"Targeted Minutes of Operation"** or **"TMO"** means total minutes in the applicable month ("Month") minus the Scheduled Downtime in the Month.
- ii. **"Scheduled Downtime"** means the number of minutes during the Month, as measured by Sensus, in which access to the FlexWare Software is scheduled to be unavailable for use by Customer due to planned system maintenance. Sensus shall provide Customer notice (via email or otherwise) at least seven (7) days in advance of commencement of the Scheduled Downtime.
- iii. **"Non-Scheduled Downtime"** means the number of minutes during the Month, as measured by Sensus, in which access to FlexWare Software is unavailable for use by Customer due to reasons other than Scheduled Downtime or the Exceptions, as defined below (e.g., due to a need for unplanned maintenance or repair).

3. **Exceptions.** **"Exceptions"** mean the following events:

- i. Force Majeure;
- ii. Emergency Work, as defined below; and
- iii. Lack of Internet Availability, as described below.

4. **Emergency Work.** In the event that Force Majeure, emergencies, dangerous conditions or other exceptional circumstances arise or continue during TMO,

Sensus shall be entitled to take any actions that Sensus, in good faith, determines is necessary or advisable to prevent, remedy, mitigate, or otherwise address actual or potential harm, interruption, loss, threat, security or like concern to any of the Host Systems or the FlexWare Software ("Emergency Work"). Such Emergency Work may include, but is not limited to: analysis, testing, repair, maintenance, re-setting and other servicing of the hardware, cabling, networks, software and other devices, materials and systems through which access to and/or use of the FlexWare Software by the Customer is made available (the "Host Systems"). Sensus shall endeavor to provide advance notice of such Emergency Work to Customer when practicable and possible.

5. **Lack of Internet Availability.** Sensus shall not be responsible for any deterioration of performance attributable to latencies in the public Internet or point-to-point network connection operated by a third party. Customer expressly acknowledges and agrees that Sensus does not and cannot control the flow of data to or from Sensus' networks and other portions of the Internet, and that such flow depends in part on the performance of Internet services provided or controlled by third parties, and that at times, actions or inactions of such third parties can impair or disrupt data transmitted through, and/or Customer's connections to, the Internet or point-to-point data connection (or portions thereof). Although Sensus will use commercially reasonable efforts to take actions Sensus may deem appropriate to mitigate the effects of any such events, Sensus cannot guarantee that such events will not occur. Accordingly, Sensus disclaims any and all liability resulting from or relating to such events.
- B. Host Site-Security.** Although Sensus may modify such security arrangements without consent or notice to Customer, Customer acknowledges the following are the current arrangements regarding physical access to and support of the primary hardware components of the Host Systems:
1. The computer room(s) in which the hardware is installed is accessible only to authorized individuals.
 2. Power infrastructure includes one or more uninterruptible power supply (UPS) devices and diesel generators or other alternative power for back-up electrical power.
 3. Air-conditioning facilities (for humidity and temperature controls) are provided in or for such computer room(s) and can be monitored and adjusted for humidity and temperature settings and control. Such air systems are supported by redundant, back-up and/or switch-over environmental units.
 4. Such electrical and A/C systems are monitored on an ongoing basis and personnel are available to respond to system emergencies (if any) in real time.
 5. Dry pipe pre-action fire detection and suppression systems are provided.
 6. Data circuits are available via multiple providers and diverse paths, giving access redundancy.
- C. Responsibilities of Customer**
1. Customer shall promptly pay all Software as a Service fees.
 2. Customer may not (i) carelessly, knowingly, intentionally or maliciously threaten, disrupt, harm, abuse or interfere with the FlexWare Software, Host Systems or any of their functionality, performance, security or integrity, nor attempt to do so; (ii) impersonate any person or entity, including, but not limited to, Sensus, a Sensus employee or another user; or (iii) forge, falsify, disguise or otherwise manipulate any identification information associated with Customer's access to or use of the FlexWare Software application.
 3. The provisioning, compatibility, operation, security, support, and maintenance of Customer's hardware and software ("Customer's Systems") is exclusively the responsibility of Customer. Customer is also responsible, in particular, for correctly configuring and maintaining (i) the desktop environment used by Customer to access the FlexWare application hosted by Sensus; and (ii) Customer's network router and firewall, if applicable, to allow data to flow between the Customer's Systems and Sensus' Host Systems in a secure manner via the public Internet.
 4. Each of Customer's authorized users will receive a username and password upon completion of the applicable Sensus registration process ("Authorized Users"). Such usernames and passwords will allow Authorized Users to access the FlexWare Software application. Customer shall be solely responsible for maintaining the security and confidentiality of each user ID and password pair associated with Customer's account, and Sensus will not be liable for any loss, damage or liability arising from Customer's account or any user ID and password pairs associated with Customer. Customer is fully responsible for all acts and omissions that occur through the use of Customer's account and any user ID and password pairs. Customer agrees (i) not to allow anyone other than the Authorized Users to have any access to, or use of Customer's account or any user ID and password pairs at any time; (ii) to notify Sensus immediately of any actual or suspected unauthorized use of Customer's account or any of such user ID and password pairs, or any other breach or suspected breach of security, restricted use or confidentiality; and (iii) to take the Sensus-recommended steps to log out from and otherwise exit the FlexWare Software application and Host Systems at the end of each session. Customer agrees that Sensus shall be entitled to rely, without inquiry, on the validity of the user accessing the FlexWare Software application through Customer's account, account ID, usernames or passwords.
- D. Disaster Recovery.** In the case of a disaster and loss of access to or use of the FlexWare Software application, Sensus shall use commercially reasonable efforts to restore operations at the same location or at a backup location within twenty four (24) hours. Customer acknowledges and agrees that such an event may result in partial or degraded service when restored. The pre-disaster/loss level of service shall be restored as soon as commercially reasonable.

If Sensus is providing Customer with a license to use Harris Software, Customer agrees to the following:
Customer License Agreement

1. No license is given to the Customer for the source code to the Harris Software. The Customer agrees that it will not attempt to derive, or permit or help others to derive the source code relating to the Harris Software or attempt to otherwise convert or alter the Harris Software into human readable code. The Customer further agrees that it will not attempt to duplicate, or permit or help others to duplicate, the source code relating to the Harris Software.
2. The Customer shall have no right to modify the Harris Software supplied by Sensus for Customer's use under this Customer License Agreement without the prior written approval and direction of Sensus and Harris.
3. Customer shall not sublicense or permit the sublicense of any of the rights granted to the Customer related to the Harris Software.
4. The Customer agrees that it will not, except as otherwise expressly provided in this Customer License Agreement or except as dictated by Customer's standard computer system's backup procedures and/or test environments, make or allow others to make copies or reproductions of the Harris Software or other proprietary information in any form.
5. The Customer will ensure that the Universal Copyright Convention symbol and other copyright and proprietary notices of Harris will remain on the Harris Software in machine-readable form.
6. The Customer will take the same care to safeguard the Harris Software as it takes to safeguard its own confidential information and such care shall not be any less than would be taken by a reasonable person to safeguard its own confidential information.
7. No third party, other than duly authorized agents or employees of the Customer authorized pursuant to the licenses issued hereunder, shall have access to or use of the Harris Software.
8. To enable Harris to provide effective support, the Customer shall allow Harris to have remote access to the Harris Software and shall permit Harris to use online diagnostics if required during problem diagnosis.

Exhibit B Technical Support

1. Introduction

Sensus Technical Services provides utility customers with a single point of contact for Tier 1 support of technical issues as well as any coordination of additional resources required to resolve the issue. Requests that require specialized skills are to be forwarded to a senior support engineer or Technical Advisor within the team for further analysis. If Technical Services has exhausted all troubleshooting efforts for the product type, the issue will escalate to the Engineering Support Team. Occasionally, on-site troubleshooting/analysis may be required. The preferred order of on-site support is:

- a) The Customer (for assistance with the easiest and lowest time-consuming activities such as power on/power off).
- b) The local distributor.
- c) Sensus employees or contracted personnel, if required to fulfill a contract commitment.

2. Support Categories

- 2.1. General questions regarding functionality, use of product, how-to, and requests for assistance on Sensus AMR, AML, RF Network Equipment, Metering Products and Sensus Lighting Control.
- 2.2. Proactive reporting and resolution of problems.
- 2.3. Reactive reporting to isolate, document, and solve reported hardware/software defects.
- 2.4. Responding to service requests and product changes.
- 2.5. Addressing customer inquiries with printed or electronic documentation, examples, or additional explanation/clarification.

3. Support Hours

- 3.1. Standard Support Hours: Toll-free telephone support (1-800-638-3748 option #2) is available Monday thru Friday from 8:00AM EST to 6:00PM EST. After-hours, holiday and weekend support for Severity 1 and Severity 2 issues is available by calling 1-800-638-3748, option #8.

4. Support Procedures

- 4.1. Customer identifies an issue or potential problem and calls Technical Services at 1-800-638-3748 Option #2. The Customer Service Associate or Technical Support Engineer will submit a Support ticket.
- 4.2. The Customer Service Associate or Technical Support Engineer will identify the caller name and utility by the assigned software serial number, city, and state in which the call originated. The nature of the problem and severity levels will be agreed upon by both parties (either at the time the issue is entered or prior to upgrading or downgrading an existing issue) using the severity definitions below as a guideline. The severity level is then captured into a support ticket for creation and resolution processing. Any time during the processing of this ticket, if the severity level is changed by Sensus, the customer will be updated.

Severity Levels Description:

Sev1 Customer's production system is down. The system is unusable resulting in total disruption of work. No workaround is available and requires immediate attention.

Example: Network mass outage, all reading collection devices inoperable, inoperable head end software (e.g., FlexWare, Sensus MDM).

Sev2 Major system feature/function failure. Operations are severely restricted; there is a major disruption of work, no acceptable work-around is available, and failure requires immediate attention.

Examples: Network equipment failure (e.g., FlexNet Echo, FlexNet Remote, Base Station transceiver, or VGB); inoperable reading devices (e.g., AR5500, VXU, VGB, or CommandLink); head end software application has important functionality not working and cannot create export file for billing system operations.

Sev3 The system is usable and the issue doesn't affect critical overall operation.

Example: Minor network equipment failure (e.g., Echo/Remote false alarms or Base Station transceiver false alarms); head end software application operable but reports are not running properly, modification of view or some non-critical function of the software is not running.

Sev4 Minor system issues, questions, new features, or enhancement requests to be corrected in future versions.

Examples: Minor system issues, general questions, and "How-To" questions.

- 4.3. The Customer Service Associate or Technical Support Engineer identifies whether or not the customer is on support. If the customer is not on support, the customer is advised of the service options as well as any applicable charges that may be billed.
- 4.4. Calls are placed in a queue from which they are accessible to Technical Support Engineers on a first-come-first-serve basis. A first level Customer Service Associate may assist the customer, depending on the difficulty of the call and the representative's technical knowledge. Technical Support Engineers (Tier 1 support) typically respond/resolve the majority of calls based on their product knowledge and experience. A call history for the particular account is researched to note any existing pattern or if the call is a new report. This research provides the representative a basis and understanding of the account as well as any associated problems and/or resolutions that have been communicated.
 - a. Technical Services confirms that there is an issue or problem that needs further analysis to determine its cause. The following information must be collected: a detailed description of the issue's symptoms, details on the software/hardware product and version, a description of the environment in which the issue arises, and a list of any corrective action already taken.
 - b. Technical Services will check the internal database and product defect tracking system, to see if reports of a similar problem exist, and if any working solutions were provided. If an existing resolution is found that will address the reported issue, it shall be communicated to the customer. Once it is confirmed that the issue has been resolved, the ticket is closed.
 - c. If there is no known defect or support that defines the behavior, Technical Services will work with the customer to reproduce the issue. If the issue can be reproduced, either at the customer site or within support center test lab, Technical Services will escalate the ticket for further investigation / resolution.

If the issue involves units that are considered to be defective with no known reason, the representative will open a Special Investigation RMA through the Support system. If it is determined that a sample is required for further analysis, the customer will be provided with instructions that detail where to send the product sample(s) for a root cause analysis. Once it is determined that the issue cannot be resolved by Tier 1 resources, the ticket will be escalated to Tier 2 support for confirmation/workarounds to resolve immediate issue. Technical Services will immediately contact the customer to advise of the escalation. The response and escalation times are listed in Section 5. At this time, screen shots, log files, configuration files, and database backups will be created and attached to the ticket.

5. Response and Resolution Targets.

Sensus Technical Support will make every reasonable effort to meet the following response and resolution targets:

Severity	Standard Target Response	Standard Target Resolution	Resolution (one or more of the following)
1	30 Minutes	Immediately assign trained and qualified Services Staff to correct the error on an expedited basis. Provide ongoing communication on the status of a correction.	• Satisfactory workaround is provided. • Program patch is provided. • Fix incorporated into future release. • Fix or workaround incorporated into the Support Knowledge Base.
2	4 hours	Assign trained and qualified Services Staff to correct the error. Provide communication as updates occur.	• Satisfactory workaround is provided. • Program patch is provided. • Fix incorporated into future release. • Fix or workaround incorporated into the Support Knowledge Base.
3	1 Business Day	90 business days	• Answer to question is provided. • Satisfactory workaround is provided. • Fix or workaround incorporated into the Support Knowledge Base. • Fix incorporated into future release.
4	2 Business Days	12 months	• Answer to question is provided. • Fix or workaround incorporated into the Support Knowledge Base.

6. Problem Escalation Process.

- 6.1. If the normal support process does not produce the desired results, or if the severity has changed, the issue may be escalated as follows to a higher level of authority.
 - 6.1.1. Severity 1 issues are escalated by Sales or Technical Services to a Supervisor if not resolved within 2 hours; to the Manager level if not resolved within 4 hours; to the Director level if not resolved within the same business day; and to the VP level if not resolved within 24 hours.
 - 6.1.2. A customer may escalate an issue by calling 1-800-638-3748, Option 2. Please specify the Support ticket number and the reason why the issue is being escalated.
 - 6.1.3. In the event that a customer is not satisfied with the level of support or continual problem with their products, they may escalate a given Support ticket to Manager of Technical Services (1-800-638-3748, Option 2).

7. General Support Provisions and Exclusions.

- 7.1. A Dell-provided three-year ProSupport hardware service plan plus a 4 hour "Mission Critical" upgrade accompanies the server/system hardware that Sensus procures on behalf of the customer. Sensus does not warrant third party server hardware. The customer may renew the ProSupport service plan directly with Dell. The "Dell Master Services Agreement" and "Pro Support for IT Services Description" documents may be found at www.dell.com/service contracts.
- 7.2. Sensus procures certain third party software licenses (e.g. Red Hat Enterprise Linux) required to operate the FlexNet-based applications on the Dell hardware. Sensus registers all the applicable third party software licenses in the customer's name and ships all documentation and licensing information to the customer with the server. The customer is responsible for maintaining all third party software licenses.
- 7.3. In the event of a server hardware failure at the customer site, Sensus will provide replacement Sensus proprietary software (e.g., FlexWare) either on digital media or downloadable from an internet site, as necessary. The method of software redistribution is at Sensus' discretion. The customer is responsible for re-installing the replacement software. Sensus installation support is not covered under this standard Technical Support program but may be provided as a fee-based service.
- 7.4. Sensus provides online documentation for Sensus products through the Sensus User Forum (<http://myflexnetsystem.com/Module/User/Login>). All Sensus customers are provided access to this online database, which includes operation, configuration and technical manuals. Sensus also hosts periodic user group teleconferences to facilitate the interchange of product ideas, product enhancements, and overall customer experiences. The customer shall provide names and email accounts to Sensus so Sensus may provide access to the Portal.
- 7.5. Specialized support from Sensus is available on a fee basis to address support issues outside the scope of this support plan or if not covered under another specific maintenance contract. For example, specialized systems integration services or out of warranty network equipment repair that is not covered under a separate maintenance contract.

Exhibit C

RESOLUTION NO. 19-163

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING THE FIRST AMENDMENT TO THE AGREEMENT WITH SENSUS USA INC. FOR ADVANCED METERING INFRASTRUCTURE SERVICES AND AUTHORIZING THE MAYOR TO SIGN THE AMENDMENT ON BEHALF OF THE CITY

WHEREAS, the City of Madera (City) and Sensus USA Inc. (Sensus) entered into an Agreement dated January 5, 2015, for Advanced Metering Infrastructure Services; and

WHEREAS, Sensus has submitted the First Amendment to the Agreement in response to the City's request to upgrade the system software; and

WHEREAS, the proposed Amendment to the Agreement is in the best interests of the City and Sensus.

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 First Amendment to the Agreement for Advanced Metering Infrastructure Services with Sensus, attached hereto as Exhibit 1, is approved.
3. The Mayor is authorized to execute the Amendment on behalf of the City.
4. This Resolution is effective immediately upon adoption.

* * * * *

PASSED AND ADOPTED by the City Council of the City of Madera this 18th day of September 2019 by the following vote:

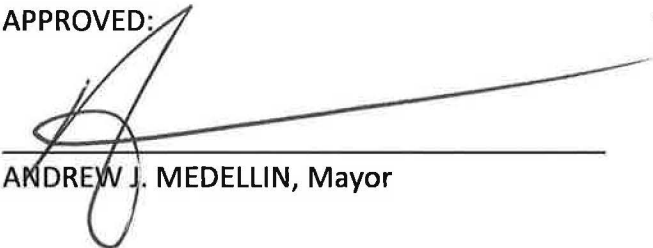
AYES: Mayor Medellin, Council Members Montes, Gallegos, Rodriguez, Robinson, Garcia and Holley.

NOES: None.

ABSTENTIONS: None.

ABSENT: None.

APPROVED:



ANDREW J. MEDELLIN, Mayor

ATTEST:



ALICIA GONZALES, City Clerk

APPROVED AS TO LEGAL FORM:

Not Required.

City Attorney



FIRST AMENDMENT TO THE
ADVANCED METERING INFRASTRUCTURE AGREEMENT
("First Amendment")

This First Amendment is made this 18 day of September 2019 ("Effective Date"), by and between Sensus USA Inc., a corporation of the State of Delaware with offices at 637 Davis Drive, Morrisville, North Carolina 27560 ("Sensus"), and City of Madera, a city formed in the State of California, ("Customer").

WHEREAS, Sensus and Customer entered into an Advanced Metering Infrastructure Agreement on January 5, 2015 ("Agreement"); and

WHEREAS the parties desire to amend the Agreement according to the terms and conditions in this First Amendment; and

NOW THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth in this First Amendment, the parties hereto mutually covenant and agree to amend the Agreement as follows:

1. **Defined Terms.** Any terms used in this First Amendment as defined terms, and which are not defined herein, shall have the meanings given to those terms in the Agreement.
2. **Software.** By way of this First Amendment, Customer hereby elects to utilize Sensus Analytics software in lieu of the Harris-licensed Logic software. Accordingly, Exhibit A of the Agreement is hereby replaced in its entirety with the Exhibit A attached hereto.
3. **Intellectual Property.** Section 5.E. of the Agreement is hereby replaced in its entirety with the following:

E. **Intellectual Property Rights.**

- i. Software and Materials. No Intellectual Property is assigned to Customer hereunder. Excluding Customer Data, Sensus shall own or continue to own all right, title, and interest in and to the Intellectual Property associated with the Software and related documentation, including any derivations and/or derivative works (the "Sensus IP"). To the extent, if any, that any ownership interest in and to such Sensus IP does not automatically vest in Sensus by virtue of this Agreement or otherwise, and instead vests in Customer, Customer agrees to grant and assign and hereby does grant and assign to Sensus all right, title, and interest that Customer may have in and to such Sensus IP. Customer agrees not to reverse engineer any Sensus Products purchased or provided hereunder.
- ii. Customer Data. Notwithstanding the prior paragraph, as between Customer and Sensus, Customer remains the owner of all right, title or interest in or to any Customer Data. "Customer Data" means solely usage data collected by the Field Devices. To avoid doubt, Customer Data does not include non-End User usage data collected by the Field Devices, Software, or AMI System, such as network and equipment status information or the like.
- iii. Consent to Use of Customer Data. Customer hereby irrevocably grants to Sensus a royalty-free, non-exclusive, irrevocable right and license to access, store, and use such Customer Data and any other data or information provided to Sensus, to (1) provide the Service; (2) analyze and improve the Service; (3) analyze and improve any Sensus equipment or software; or (4) for any other internal use. As used herein, "Service" means Sensus' obligations under this Agreement.
- iv. Access to Customer Data. Within 45 days of Customer's written request, Sensus will provide Customer a copy of the previous 24 months CMEP interval file and deliver the file to a drop location specified by Customer.

4. **Data Privacy.** New Section 5.P. is hereby added to the Agreement:

P. **Data Privacy.** Customer acknowledges that Sensus and its Affiliates (collectively, "Xylem") will collect and process personal data for the purposes outlined in this Agreement. Xylem's data privacy policy is available at <https://www.xylem.com/en-us/support/privacy/>. Customer acknowledges that it has read and understood Xylem's

privacy policy and agrees to the use of personal data outlined therein. The collection and use of personal data by Customer is Customer's responsibility.

5. **Insurance.** New Section 5.Q. is hereby added to the Agreement:

Q. **Professional (E&O) Liability/Cyber Liability.** Sensus shall maintain Professional Liability, Technology Errors & Omissions Liability and Network Security & Privacy Liability insurance with limits of two million (\$2,000,000) per claim and in the aggregate. Sensus will list Customer as an additional insured party under this insurance policy. Coverage shall include: (i) Failure to prevent unauthorized access to, use of or tampering with computer systems/networks, including denial of service, unless directly caused by a mechanical or electrical failure, (ii) Unauthorized disclosure of personal or confidential information, (iii) liability arising out of Xylem's professional errors and/or omissions resulting in the introduction of a computer virus or other malicious code causing damage to Customer's computer system, network or similar related property and the data, software and programs thereon, (iv) liability for intellectual property infringement claims and for indemnification and legal defense of any claims of intellectual property infringement, including infringement of copyright, or trade mark, brought against Customer for the FlexNet System, (v) government investigations and associated fines/penalties, if insurable by law, resulting from the alleged or actual disclosure of personal or confidential information or security breach, (vi) liability for Customer's non-physical business interruption due to a security failure of a Sensus computer system, network, hardware or software or Sensus' professional services. The policy will have a retroactive date of no later than the effective date of this Agreement and coverage shall be maintained for an additional period of three (3) years following termination of the Agreement.

6. **Entire Agreement.** The Agreement, as amended by this First Amendment, constitutes and contains the entire understanding and agreement of the parties. To the extent that the provisions of this First Amendment are inconsistent with the Agreement, the terms of this First Amendment shall control. Except as expressly amended or modified in this First Agreement, all other terms and conditions of the Agreement shall remain in full force and effect and this First Amendment shall be binding upon the parties.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be signed by their respective officers, authorized as of the day and year written above.

SENSUS USA INC.

By: Tim Harriger

Name: Tim Harriger

Title: VP Sales NA Water

Date: September 4, 2019

CITY OF MADERA

By: Andrew J. Medellin

Name: Andrew J. Medellin

Title: Mayor

Date: 09/18/19



Exhibit A
Software

Software as a Service

1. Description of Services.

This exhibit contains the details of the Software as a Service that Sensus shall provide to Customer if both: (i) pricing for the application of Software as a Service has been provided to the Customer; and (ii) the Customer is current in its payments to Sensus' authorized distributor for such application of Software as a Service.

A. Software as a Service Generally.

Software as a Service is a managed service in which Sensus will be responsible for the day-to-day monitoring, maintenance, management, and supporting of Customer's software applications. In a Software as a Service solution, Sensus owns all components of the solution (server hardware, storage, data center, network equipment, Sensus software, and all third-party software) required to run and operate the application. These software applications consist of the following (each an "Application"):

- Regional Network Interface (RNI) Software

The managed application systems consist of the hardware, Sensus Software, and other third-party software that is required to operate the software applications. Each Application will have a production, and Disaster Recovery (as described below) environment. Test environments are not provided unless otherwise specifically agreed by Sensus in writing. Sensus will manage the Applications by providing 24 x 7 x 365 monitoring of the availability and performance of the Applications.

- B. Use of Software as a Service.** Subject to the terms of this Agreement, Sensus shall make Software as a Service available to Customer to access and use solely for the Permitted Use and solely for so long as Customer is current in its payments to Sensus or its authorized distributor for Software as a Service. The Software as a Service term commences on the date that Sensus first makes Software as a Service available to Customer for use, and ends upon the earlier of: (i) the expiration or termination of the Agreement; (ii) breach by Customer of this exhibit or the Agreement; or (iii) Customer's termination of Software as a Service as set forth in paragraph (C) below.

- C. Termination of an Application.** Customer shall have the option at any time before the end of the Term to terminate any Application by giving Sensus one hundred twenty (120) days prior written notice. Such notice, once delivered to Sensus, is irrevocable. Should Customer elect to terminate any Application, Customer acknowledges that: (a) Customer shall pay all applicable fees, including any unpaid Software as a Service fees due in the current calendar year plus a ten percent (10%) early termination fee, where such fee is calculated based on the annual Software as a Service fee due in the current calendar year; and (b) Software as a Service for such Application shall immediately cease. If Customer elects to terminate the RNI Application in the Software as a Service environment but does not terminate the Agreement generally, then upon delivery of the notice to Sensus, Customer shall purchase the necessary (a) RNI hardware from a third party and (b) RNI software license at Sensus' then-current pricing. No portion of the Software as a Service fees shall be applied to the purchase of the RNI hardware or software license.

D. Software as a Service means only the following services:

- i. Sensus will provide the use of required hardware, located at Sensus' or a third-party's data center facility (as determined by Sensus), that is necessary to operate the Application.
- ii. Sensus will provide production and disaster recovery environments for Application.
- iii. Sensus will provide patches, updates, and upgrades to latest Sensus Hosted Software release.
- iv. Sensus will configure and manage the equipment (server hardware, routers, switches, firewalls, etc.) in the data centers:
 - (a) Network addresses and virtual private networks (VPN)
 - (b) Standard time source (NTP or GPS)
 - (c) Security access points
 - (d) Respond to relevant alarms and notifications
- v. Capacity and performance management. Sensus will:
 - (a) Monitor capacity and performance of the Application server and software applications 24x7x365 using KPI metrics, thresholds, and alerts to proactively identify any potential issues related to system capacity and/or performance (i.e. database, backpool, logs, message broker storage, etc.)
 - (b) If an issue is identified to have a potential impact to the system, Sensus will open an incident ticket and manage the ticket through resolution per Exhibit B, Technical Support.
 - (c) Manage and maintain the performance of the server and perform any change or configuration to the server, in accordance to standard configuration and change management policies and procedures.
 - (d) Manage and maintain the server storage capacity and performance of the Storage Area Network (SAN), in accordance to standard configuration and change management policies and procedures.
 - (e) Exceptions may occur to the system that require Sensus to take immediate action to maintain the system capacity and performance levels, and Sensus has authority to make changes without Customer approval as needed, in accordance to standard configuration and change management policies and procedures.
- vi. Database management. Sensus will:
 - (a) Implement the data retention plan and policy, and will provide the policy upon request.
 - (b) Monitor space and capacity requirements.
 - (c) Respond to database alarms and notifications.
 - (d) Install database software upgrades and patches.
 - (e) Perform routine database maintenance and cleanup of database to improve capacity and performance, such as rebuilding indexes, updating indexes, consistency checks, run SQL query/agent jobs, etc.
- vii. Incident and Problem Management. Sensus will:

- (a) Proactively monitor managed systems (24x7x365) for key events and thresholds to proactively detect and identify incidents.
- (b) Respond to incidents and problems that may occur to the Application(s).
- (c) Maintain policies and procedures for responding to incidents and performing root cause analysis for ongoing problems.
- (d) Correlate incidents and problems where applicable.
- (e) Sensus personnel will use the self-service portal to document and track incidents.
- (f) In the event that Sensus personnel is unable to resolve an issue, the issue will be escalated to the appropriate Subject Matter Expert (SME).
- (g) Maintain responsibility for managing incident and problems through resolution and will coordinate with Customer's personnel and/or any required third-party vendor to resolve the issue.
- (h) Provide telephone support consistent with Exhibit B, Technical Support in the case of undetected events.
- viii. Security Management. Sensus will:
 - (a) Monitor the physical and cyber security of the server and Application(s) 24x7x365 to ensure system is highly secure in accordance with NIST Security Standards.
 - (b) Perform active intrusion prevention and detection of the data center network and firewalls, and monitor logs and alerts.
 - (c) Conduct period penetration testing of the network and data center facilities.
 - (d) Conduct monthly vulnerability scanning by both internal staff and external vendors.
 - (e) Perform anti-virus and Malware patch management on all systems.
 - (f) Install updates to virus protection software and related files (including virus signature files and similar files) on all servers from the update being generally available from the anti-virus software provider.
 - (g) Respond to any potential threat found on the system and work to eliminate any virus or malware found.
 - (h) Adhere to and submit certification to NERC/CIP Cyber Security standards.
 - (i) Monitors industry regulation/standards regarding security – NERC, FERC, NIST, OpenSG, etc. through the dedicated Sensus security team.
 - (j) Provide secure web portal access (SSL) to the Application(s).
- ix. Backup and Disaster Recovery Management. Sensus will:
 - (a) Perform daily backups of data providing one (1) year of history for auditing and restoration purposes.
 - (b) Back-up and store data (on tapes or other storage media as appropriate) off-site to provide protection against disasters and to meet file recovery needs.
 - (c) Conduct incremental and full back-ups to capture data, and changes to data, on the Application(s).
 - (d) Replicate the Application(s) environments to a geographically separated data center location to provide a full disaster recovery environment for the Application production system.
 - (e) Provide disaster recovery environment and perform fail-over to Disaster Recovery environment within forty-eight (48) hours of declared event.
 - (f) Generate a report following each and any disaster measuring performance against the disaster recovery plan and identification of problem areas and plans for resolution.
 - (g) Maintain a disaster recovery plan. In the event of a disaster, Sensus shall provide the services in accordance with the disaster recovery plan.
 - (h) In the case of a disaster and loss of access to or use of the Application, Sensus would use commercially reasonable efforts per the Recovery Time Objectives (RTO) and Recovery Point Objectives (RPO) specified herein to restore operations at the same location or at a backup location within forty-eight (48) hours.
 - (i) The Application shall have a RTO of forty-eight (48) hours.
 - (j) The RPO shall be a full recovery of the Application(s), with an RPO of one (1) hours, using no more than a twenty-four (24) hour old backup. All meter-related data shall be pushed from each Base Station/TGB restoring the database to real-time minus external interfaced systems from the day prior.
 - (k) Data from external interfaced systems shall be recreated within a forty-eight (48) hour period with the assistance of Customer personnel and staff, as needed.

E. Customer Responsibilities:

- i. Coordinate and schedule any changes submitted by Sensus to the system in accordance with standard configuration and change management procedures.
- ii. Participate in all required configuration and change management procedures.
- iii. Customer will log incidents related to the managed Application with Sensus personnel via email, web portal ticket entry, or phone call.
- iv. Responsible for periodic processing of accounts or readings (i.e., billing files) for Customer's billing system for billing or other analysis purposes.
- v. Responsible for any field labor to troubleshoot any SmartPoint modules or smart meters in the field in populations that have been previously deployed and accepted.
- vi. First response labor to troubleshoot FlexNet Base Station, R100s, Remote Transceivers or other field network equipment.
- vii. Responsible for local area network configuration, management, and support.
- viii. Identify and research problems with meter reads and meter read performance.
- ix. Create and manage user accounts.
- x. Customize application configurations.
- xi. Support application users.
- xii. Investigate application operational issues (e.g., meter reads, reports, alarms, etc.).
- xiii. Respond to alarms and notifications.
- xiv. Perform firmware upgrades over-the-air, or delegate and monitor field personnel for on-site upgrades.

F. **Software as a Service** does not include any of the following services:

- i. Parts or labor required to repair damage to any field network equipment that is the result of a Force Majeure event.
- ii. Any integration between applications, such as Harris MeterSense, would require a Professional Services contract agreement to be scoped, submitted, and agreed in a signed writing between Sensus and all the applicable parties.

If an item is not listed in subparagraphs in item (D) above, such item is excluded from the Software as a Service and is subject to additional pricing.

2. Further Agreements

A. System Uptime Rate.

- i. Sensus (or its contractor) shall manage and maintain the Application(s) on computers owned or controlled by Sensus (or its contractors) and shall provide Customer access to the managed Application(s) via internet or point to point connection (i.e., Managed-Access use), according to the terms below. Sensus endeavors to maintain an average System Uptime Rate equal to ninety-nine (99.0) per Month (as defined below). The System Uptime Rate, cumulative across all Applications, shall be calculated as follows:

$$\text{System Uptime Rate} = 100 \times \frac{\text{TMO} - \text{Total Non-Scheduled Downtime minutes in the Month}}{\text{TMO}}$$

ii. Calculations

- a. **Targeted Minutes of Operation** or **TMO** means total minutes cumulative across all Applications in the applicable month minus the Scheduled Downtime in the Month.
- b. **Scheduled Downtime** means the number of minutes during the Month, as measured by Sensus, in which access to any Application is scheduled to be unavailable for use by Customer due to planned system maintenance. Sensus shall provide Customer notice (via email or otherwise) at least seven (7) days in advance of commencement of the Scheduled Downtime.
- c. **Non-Scheduled Downtime** means the number of minutes during the Month, as measured by Sensus, in which access to any Application is unavailable for use by Customer due to reasons other than Scheduled Downtime or the Exceptions, as defined below (e.g., due to a need for unplanned maintenance or repair).

iii. Exceptions. Exceptions mean the following events:

- Force Majeure
- Emergency Work, as defined below; and
- Lack of Internet Availability, as described below.

- a. **Emergency Work.** In the event that Force Majeure, emergencies, dangerous conditions or other exceptional circumstances arise or continue during TMO, Sensus shall be entitled to take any actions that Sensus, in good faith, determines is necessary or advisable to prevent, remedy, mitigate, or otherwise address actual or potential harm, interruption, loss, threat, security or like concern to any of the Application(s) ("Emergency Work"). Such Emergency Work may include, but is not limited to: analysis, testing, repair, maintenance, re-setting and other servicing of the hardware, cabling, networks, software and other devices, materials and systems through which access to and/or use of the Application(s) by the Customer is made available (the "Managed Systems"). Sensus shall endeavor to provide advance notice of such Emergency Work to Customer when practicable and possible.
- b. **Lack of Internet Availability.** Sensus shall not be responsible for any deterioration of performance attributable to latencies in the public internet or point-to-point network connection operated by a third party. Customer expressly acknowledges and agrees that Sensus does not and cannot control the flow of data to or from Sensus' networks and other portions of the Internet, and that such flow depends in part on the performance of Internet services provided or controlled by third parties, and that at times, actions or inactions of such third parties can impair or disrupt data transmitted through, and/or Customer's connections to, the Internet or point-to-point data connection (or portions thereof). Although Sensus will use commercially reasonable efforts to take actions Sensus may deem appropriate to mitigate the effects of any such events, Sensus cannot guarantee that such events will not occur. Accordingly, Sensus disclaims any and all liability resulting from or relating to such events.

iv. **System Availability.** For each month that the System Uptime Rates for the production RNI falls below 99.0%, Sensus will issue Customer the following Service Level Credits:

System Uptime Rate per calendar month	Service Level Credit
Less than 99.0% but at least 97.5%	5% of the monthly RNI SaaS Fees in which the service level default occurred (Note: SaaS fees are pre-paid annually and for purposes of SLA Credits are computed on a monthly basis.)
Less than 97.5% but at least 95.0%	10% of the monthly RNI SaaS Fees in which the service level default occurred
Less than 95.0%	20% of the monthly RNI SaaS Fees in which the service level default occurred

Service Level Credits for any single month shall not exceed 20% of the RNI SaaS Fee associated with the month in which the service level default occurred. Sensus records and data will be the sole basis for all Service Level Credit calculations and determinations, provided that such records and data must be made available to Customer for review and agreement by Customer. To receive a Service Level Credit, Customer must issue a written request no later than ten (10) days after the Service Level Credit has accrued. Sensus will apply each valid Service Level Credit to the Customer's invoice within 2 billing cycles after Sensus' receipt of Customer's request and confirmation of the failure to meet the applicable Service Level Credit. Service Level Credits will not be payable for failures to meet the System Uptime Rate caused by any Exceptions. No Service Level Credit will apply if Customer is not current in its undisputed payment obligations under the Agreement. Service Level Credits are exclusive of any applicable taxes charged to Customer or collected by Sensus. Sensus shall not refund an unused Service Level Credits or pay cash to Customer for any unused Service Level Credits. Any unused Service Level Credits at the time the Agreement terminates will be forever forfeited. THE SERVICE LEVEL CREDITS DESCRIBED IN THIS SECTION ARE THE SOLE AND EXCLUSIVE REMEDY FOR SENSUS' FAILURE TO MEET THE SYSTEM UPTIME REQUIREMENT OR ANY DEFECTIVE SAAS PERFORMANCE. IN NO EVENT SHALL THE AGGREGATE AMOUNT OF SERVICE LEVEL CREDITS IN ANY ANNUAL PERIOD EXCEED 20% OF THE ANNUAL RNI SAAS FEE.

- B. Data Center Site-Security.** Although Sensus may modify such security arrangements without consent or notice to Customer, Customer acknowledges the following are the current arrangements regarding physical access to and support of the primary hardware components of the Managed Systems:
- i. The computer room(s) in which the hardware is installed is accessible only to authorized individuals.
 - ii. Power infrastructure includes one or more uninterruptible power supply (UPS) devices and diesel generators or other alternative power for back-up electrical power.
 - iii. Air-conditioning facilities (for humidity and temperature controls) are provided in or for such computer room(s) and can be monitored and adjusted for humidity and temperature settings and control. Such air systems are supported by redundant, back-up and/or switch-over environmental units.
 - iv. Such electrical and A/C systems are monitored on an ongoing basis and personnel are available to respond to system emergencies (if any) in real time.
 - v. Dry pipe pre-action fire detection and suppression systems are provided.
 - vi. Data circuits are available via multiple providers and diverse paths, giving access redundancy.
- C. Responsibilities of Customer.**
- i. Customer shall promptly pay all Software as a Service fees.
 - ii. Customer may not (i) carelessly, knowingly, intentionally or maliciously threaten, disrupt, harm, abuse or interfere with the Application(s), Managed Systems or any of their functionality, performance, security or integrity, nor attempt to do so; (ii) impersonate any person or entity, including, but not limited to, Sensus, a Sensus employee or another user; or (iii) forge, falsify, disguise or otherwise manipulate any identification information associated with Customer's access to or use of the Application(s).
 - iii. The provisioning, compatibility, operation, security, support, and maintenance of Customer's hardware and software ("**Customer's Systems**") is exclusively the responsibility of Customer. Customer is also responsible, in particular, for correctly configuring and maintaining (i) the desktop environment used by Customer to access the Application(s) managed by Sensus; and (ii) Customer's network router and firewall, if applicable, to allow data to flow between the Customer's Systems and Sensus' Managed Systems in a secure manner via the public Internet.
 - iv. Upon receiving the system administrator account from Sensus, Customer shall create username and passwords for each of Customer's authorized users and complete the applicable Sensus registration process (Authorized Users). Such usernames and passwords will allow Authorized Users to access the Application(s). Customer shall be solely responsible for maintaining the security and confidentiality of each user ID and password pair associated with Customer's account, and Sensus will not be liable for any loss, damage or liability arising from Customer's account or any user ID and password pairs associated with Customer. Customer is fully responsible for all acts and omissions that occur through the use of Customer's account and any user ID and password pairs. Customer agrees (i) not to allow anyone other than the Authorized Users to have any access to, or use of Customer's account or any user ID and password pairs at any time; (ii) to notify Sensus immediately of any actual or suspected unauthorized use of Customer's account or any of such user ID and password pairs, or any other breach or suspected breach of security, restricted use or confidentiality; and (iii) to take the Sensus-recommended steps to log out from and otherwise exit the Application(s) and Managed Systems at the end of each session. Customer agrees that Sensus shall be entitled to rely, without inquiry, on the validity of the user accessing the Application(s) application through Customer's account, account ID, usernames or passwords.
 - v. Customer shall be responsible for the day-to-day operations of the Application(s) and FlexNet System. This includes, without limitation, (i) researching problems with meter reads and system performance, (ii) creating and managing user accounts, (iii) customizing application configurations, (iv) supporting application users, (v) investigating application operational issues, (vi) responding to alarms and notifications, and (vii) performing over-the-air commands (such as firmware updates or configuration changes).
- D. Software Solution Components.**
- i. **Description of Software Solutions.** Sensus software consists of a core communication module and a set of applications. Some applications are required to perform basic solution capabilities, other applications are optional and add additional capabilities and function to the overall solution. As Customer's business process expands and/or new Sensus offerings are made available, additional applications and functionality can dynamically be added to the solution, provided Customer purchases such additional applications.
 - ii. **Regional Network Interface.** The Regional Network Interface (RNI) or Sensus head-end is the centralized intelligence of the FlexNet network; the RNI's primary objective is to transfer endpoint (such as meters) data to the Customer and the advanced feature applications. The RNI is adaptable to Customer configurations by simultaneously supporting a wide range of FlexNet enabled endpoints; including but not limited to meters (electric, water, gas), street lighting, and Home Area Network devices.
 - a. Core Package
 - (i) Communication
 1. Manages all inbound and outbound traffic to and from endpoints
 2. Outbound routing optimization
 3. Route analyzer
 4. AES256 bit encryption of radio messages
 5. Reports and metric details of network performance and troubleshooting aids
 6. Management of RF equipment (base stations and endpoint radios)
 - (ii) Data Collection
 1. Missing read management
 2. Management of duplicate reads
 3. 60 day temporary storage
 - (iii) Application integration
 1. To Sensus Analytics applications
 2. Enable 3rd party application integration
 3. Batch CMEP file export
 4. Real-time access through MultiSpeak

- (iv) Endpoint Management
 - 1. Gas, water, electric, lighting concurrent support
 - 2. Remote configuration
 - 3. Remote firmware updates
 - 4. Reports, metrics and Troubleshooting
- (v) User Management
 - 1. Secure access
 - 2. Password management
 - 3. Definable user roles
 - 4. User permissions to manage access to capabilities
- b. Integration of RNI. Sensus shall provide RNI integration support services to Customer only to the extent specifically provided below:
 - (i) Sensus shall meet with the representative from the Customer's system(s) targeted for integration to determine which integration method is appropriate (e.g., Multispeak, CMEP, etc.).
 - 1. In scope and included integration efforts: Provide the gateway URLs to the integrating system as needed, provide Customer with standard integration API documentation, validate and test that the correct Customer information is flowing into and/or out of the RNI.
 - 2. Out of scope and subject to additional charges: Modifications or extensions to the standard API provided by Sensus and any integration efforts not outlined above as in scope and included.
 - (ii) Customer Responsibilities:
 - 1. Provide Sensus with information about the relevant information Customer wishes to transfer and integrate with the RNI.
 - 2. Establish the network and security required for the two systems to reasonably communicate.
 - 3. Verify integration to third party system functionality is working as intended.
 - (iii) If an item is not listed in subparagraph (i) above, such item is excluded from the integration of Sensus RNI Support and is subject to additional pricing.

3. Third Party Software.

A. RedHat Linux. If Sensus is providing Customer with a license to use RedHat Linux Software, Customer agrees to the following:

By entering into this Agreement, Customer agrees to abide by and to be legally bound by the terms and conditions of the Red Hat End User License Agreements identified below, each of which are incorporated into this Agreement by reference and are available at the websites identified below. Please read the Red Hat End User License Agreements and incorporated references carefully.

Subscription:	End User License Agreement:
Red Hat Enterprise Linux	http://www.redhat.com/licenses/rhel_rha_eula.html
JBoss Enterprise Middleware	http://www.redhat.com/licenses/jboss_eula.html

Exhibit D

RESOLUTION NO. 25-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, RATIFYING EXTENSION OF THE SENSUS USA INC. AUTOMATIC METERING INFRASTRUCTURE AGREEMENT AND GRANTING THE CITY MANAGER WITH CONTINUING AUTHORITY TO EFFECTUATE EXTENSIONS OF THE AGREEMENT

WHEREAS, the City maintains a system of automatic-read water meters; and

WHEREAS, the City entered into an agreement dated January 5, 2015, with Sensus USA Inc. for an initial term of five (5) years that includes software maintenance and technical support for this system; and

WHEREAS, the City and Sensus USA Inc. entered into a First Amendment to the Agreement in September 2019 that amended the Software-as-a-Service section of the Agreement and provided for annual renewals of the software licensing upon payment of licensing fees; and

WHEREAS, City staff and Sensus USA Inc. have operated with an understanding that the 2019 First Amendment extended the Agreement term; and

WHEREAS, current staff has determined that no formal action was presented to the City Council specific to the Agreement extension beyond the First Amendment, however both the City and Sensus USA Inc. have considered the Agreement to be current and valid; and

WHEREAS, staff is recommending the presumed extension of the initial Agreement be ratified by the City Council and the agreement remain in effect at this time.

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

1. The above recitals are true and correct.
2. The City Council ratifies the initial term extension of the Automatic Metering Infrastructure Agreement with Sensus USA Inc. effective January 5, 2020, to January 4, 2025, attached as Exhibit 1 and incorporated herein.
3. The City Council approves the current Agreement extension for an additional five (5) years from January 5, 2025, to January 4, 2030, attached as Exhibit 2 and incorporated herein.
4. The City Manager is authorized to execute all documents necessary to effectuate the Agreement extensions and is also authorized to execute future term extensions if there are no other changes to the Agreement terms and conditions.
5. The resolution is effective immediately upon adoption.

* * * * *

PASSED AND ADOPTED by the City Council of the City of Madera this 15th day of January 2025 by the following vote:

AYES: Mayor Gallegos, Councilmembers Rodriguez, Montes, Evans, Mejia and Villegas.

NOES: None.

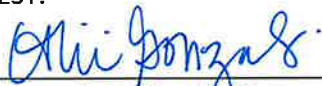
ABSTENTIONS: None.

ABSENT: District 1 Vacant

APPROVED:


CECELIA K. GALLEGOS, Mayor

ATTEST:


ALICIA GONZALES, City Clerk



637 Davis Drive
Morrisville, NC USA
www.sensus.com



February 12, 2021

Vonny McPherson
Water Meter and Conservation Supervisor
City of Madera, Public Works
1030 South Gateway Drive
Madera, CA 93637

Re: Advanced Metering Infrastructure Agreement between

Dear Vonny:

Sensus USA Inc. ("Sensus") and the City of Madera ("Customer") entered into an Advanced Metering Infrastructure Agreement on January 5, 2015 ("Original Agreement"); and subsequently modified said Original Agreement in accordance with a First Amendment to the Original Agreement on September 18, 2019 and a Letter of Correction to Exhibit A on November 21, 2019 (collectively the "Agreement").

The Agreement provided for, among other items, an initial five (5) years Term, provided that it may be extended for a longer period by written agreement.

The parties would like to continue the Agreement and, by signing below, hereby agree to extend the Term for an additional five (5) years. Please sign below to consent to extend the Agreement until January 5, 2025.

Further, by signing below, you acknowledge and agree that all other terms and conditions of the Agreement, hereby remain in full force and effect. Please return a signed copy of this letter to me at your earliest convenience.

The exchange of executed copies of this letter by facsimile, portable document format (PDF) transmission, or other reasonable form of electronic transmission shall constitute effective execution and delivery of this Letter.

Sincerely,

A handwritten signature in black ink, appearing to read "Tim Harriger".

Tim Harriger
Vice President Sales – NA Water
Sensus USA Inc.

ACKNOWLEDGED AND AGREED:

City of Madera

Signature: _____

A handwritten signature in blue ink, appearing to read "Arnoldo Rodriguez".

Name: Arnoldo Rodriguez
City Manager



639 Davis Drive
Morrisville, NC USA
www.sensus.com



December 11, 2024

Vonny McPherson
Water Meter and Conservation Supervisor
City of Madera, Public Works
1030 South Gateway Drive
Madera, CA 93637

Re: Advanced Metering Infrastructure Agreement between

Dear Vonny:

Sensus USA Inc. ("Sensus") and the City of Madera ("Customer") entered into an Advanced Metering Infrastructure Agreement on January 5, 2015 ("Original Agreement"); and subsequently modified said Original Agreement in accordance with a First Amendment to the Original Agreement on September 18, 2019, a Letter of Correction to Exhibit A on November 21, 2019, and a Letter of Extension on February 12, 2021 (collectively the "Agreement").

The Agreement provided for, among other items, an initial five (5) years Term, provided that it may be extended for a longer period by written agreement, and a Letter extending the Agreement to January 5, 2025.

The parties would like to continue the Agreement and, by signing below, hereby agree to extend the Term for an additional five (5) years. Please sign below to consent to extend the Agreement until January 5, 2030.

Further, by signing below, you acknowledge and agree that all other terms and conditions of the Agreement, hereby remain in full force and effect. Please return a signed copy of this letter to me at your earliest convenience.

The exchange of executed copies of this letter by facsimile, portable document format (PDF) transmission, or other reasonable form of electronic transmission shall constitute effective execution and delivery of this Letter.

Sincerely,

Tyler Moore
Vice President Sales – NA Water
Sensus USA Inc.

ACKNOWLEDGED AND AGREED:

City of Madera

Signature: 

Name: Arnoldo Rodriguez
City Manager

October 9, 2025

Re: Sole Source

To Whom It May Concern:

Sensus, a Xylem brand recognizes Aqua-Metric Sales Company as an Authorized Distributor of Sensus products for Southern California, counties of Fresno, Imperial, Inyo, Kern, Kings, Los Angeles, Madera, Mariposa, Merced, Orange, Riverside, San Benito, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, Stanislaus, Tulare, and Ventura.

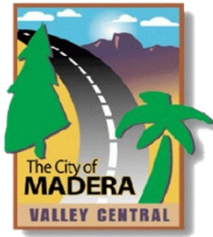
Purchasing Sensus products from an authorized distributor in your area ensures that your products will be properly supported and warranted. Please contact Aqua-Metric Sales Company for all of your Sensus needs.

We look forward to providing your business with quality water products and service in the near future. Please feel free to contact me if you have any questions.

Sincerely,

Trena Simmons

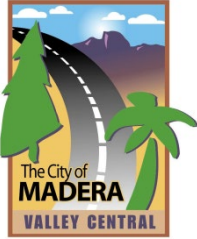
Trena Simmons
Partner Success Specialist
Sensus, Xylem Brand



Madera City Council Agenda October 15, 2025

Agenda Item E-1 Selecting Recipients for November Proclamations (Report by Alicia Gonzales)

There is no written report for this item.



REPORT TO CITY COUNCIL

Groundwater Sustainability Agency

Approved by:

Keith Helmuth, Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: October 15, 2025

Agenda Number: E-2

SUBJECT:

Domestic Well Mitigation Program (DWMP) Update

RECOMMENDATION:

Receive update and provide direction regarding information provided as part of this report to City Council

SUMMARY:

During the City Council (Council) meeting of September 17, 2025, Council received a status update relative to the DWMP process. As part of the staff report and presentation, Council provided direction that staff should continue to collaborate with the Madera Irrigation District (MID) and Madera Water District (MWD) relative to possible partnering on a DWMP. Council also indicated that staff should continue dialogue with the County of Madera (County) in the event partnering with MID and MWD does not prove to be feasible.

DISCUSSION:

As part of the September 17, 2025 Council meeting, staff indicated that a meeting was scheduled for September 26, 2025 with MID and MWD. Additionally, the next meeting of the GSA Coordination Workgroup (Workgroup) was scheduled for October 1, 2025. Both the Workgroup meeting and Council meeting scheduled for October 1 were cancelled. The Workgroup meeting was then later rescheduled for October 9.

As part of the September 26 meeting with MID and MWD, MID sought to confirm the intent of the City and MWD to partner in the DWMP. Staff confirmed with MID that the City's intent was

to move forward. This was expressed by staff after it was confirmed that the understanding of how a partnership would work as discussed in a previous August 25 meeting remained unchanged. That understanding remains as:

- Acceptance of 1% impact or about \$80,000 first year.
- Likely continuation of management costs beyond completion of City projects –Costs are unknown at this point beyond a desire to accelerate determination of dry well and subsequent mitigation over that which appeared likely under the framework that was proposed for all Groundwater Sustainability Agencies (GSA).
- Simplified determination of what represents a dry well – Goal is to establish well is dry purely from dropping water table.

Following this meeting, MID provided a draft agreement to the City and MWD for consideration. The agreement, *Memorandum of Understanding with Respect to the Cost Sharing in the Implementation of the Domestic Well Mitigation Program* (MOU) is provided as Attachment A. Staff has confirmed that MID is open to changes that include defining first year contributions (i.e. City is \$80,000), well mitigation cost estimated as \$35,000 for the first and generic description of what goes into determining future contributions.

The rescheduled Workgroup meeting for October 9 did occur as scheduled. The discussion focused on what was previously described as the draft *Framework Agreement for Uniform Domestic Well Mitigation Implementation in the Madera Subbasin of the San Joaquin Valley Groundwater Basin*. This document was intended to illustrate to the State Department of Water Resources (DWR) that the GSAs within the Madera Subbasin are complying with SGMA requirements relative to mitigation of dry domestic water wells. Through email exchanges, it was later proposed that it should be redrafted as a letter document (very specifically not agreement) by at least one GSA if they were to place their signature on the document. As of this latest Workgroup meeting, it appears as though both of these possibilities have been dismissed in favor of a simple letter with one signatory as seen in Attachment 2; that of the Madera Subbasin Point of Contact (Point of Contact). This letter was prepared by the Point of Contact within a couple of hours of the conclusion of the Workgroup meeting. As such, it had not received any comments prior to this staff report being finalized. The intent of the letter will be an update on recent subbasin activities and progress toward ensuring that domestic wells impacted by declining groundwater levels as a function of Groundwater Sustainability Plan (GSP) implementation within the Subbasin are both timely and appropriately mitigated. The letter does not, at present, contain definitive commitments. It is unknown if this approach will meet with acceptance by the State.

FINANCIAL IMPACT:

It is not anticipated there would be any immediate impacts to the General Fund so long as cost of mitigation is built into the Water Fund as part of the next rate study.

ALTERNATIVES:

None - This report does not include topics of discussion that might be subject to alternatives.

ATTACHMENTS:

1. Memorandum of Understanding with Respect to the Cost Sharing in the Implementation of the Domestic Well Mitigation Program
2. Draft Madera Subbasin (5-022.06 Madera) – Domestic Well Mitigation Program Implementation

Attachment 1

Memorandum of Understanding with Respect to the Cost Sharing in the
Implementation of the Domestic Well Mitigation Program

**MEMORANDUM OF UNDERSTANDING
WITH RESPECT TO THE COST SHARING IN THE IMPLEMENTATION OF THE
DOMESTIC WELL MITIGATION PROGRAM**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into the ____ day of _____, 2025 (the “Effective Date”), by and among the CITY OF MADERA (“City”), MADERA IRRIGATION DISTRICT (“MID”), and MADERA WATER DISTRICT (“MWD”) collectively hereinafter referred to as the “Parties.”

RECITALS

A. WHEREAS, on September 16, 2014, the Governor of the State of California signed SGMA into law, consisting of Senate Bills 1168 and 1319, and Assembly Bill 1739 collectively, codified at Water Code Sections 10720 *et seq.*; and

B. WHEREAS, SGMA requires that California groundwater basins and subbasins be managed by a Groundwater Sustainability Agency (“GSA”) or multiple GSAs, and that such management be implemented pursuant to an approved Groundwater Sustainability Plan (“GSP”) or multiple coordinated GSPs; and

C. WHEREAS, each Party overlies the Madera Groundwater Subbasin (“Madera Subbasin”), as its boundaries are recognized by California’s Department of Water Resources (“DWR”), and may be modified from time to time in accordance with Water Code section 10722.2; and,

D. WHEREAS, each Party is either a GSA, is authorized to become a GSA, or may participate in a GSA under SGMA; and,

E. WHEREAS, the Parties, in partnership with Madera County Groundwater Sustainability Agency, have jointly prepared the Madera Subbasin Joint GSP; and

F. WHEREAS, the Parties desire, through this MOU, to allocate the costs related to the implementation of a Domestic Well Mitigation Program (“DWMP”)

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein and these Recitals, which are hereby incorporated herein by this reference, it is agreed by and among the Parties as follows:

1. **Objectives.** The objectives of the Parties in entering into this MOU are as follows:

(a) The Parties intend to work together in mutual cooperation to jointly implement a DWMP in compliance with SGMA.

(b) The Parties intend that nothing in this MOU will serve to limit, or otherwise interfere with a respective Party's rights and authorities over its own internal matters as recognized by SGMA, including, but not limited to, a Party's rights and powers as a GSA, its surface water supplies, groundwater supplies, facilities, operations, water management, water supply matters, or anything else limiting a Party's police powers under any other authority.

(c) Each Party recognizes that nothing in this MOU confers authorities or powers to any Party that the Party does not otherwise already hold.

2. **Cost Sharing.** With respect to the sharing of costs, the Parties to this MOU agree as follows:

(a) Costs for the DWMP will be mutually agreed to by the Parties on an annual basis

(b) The Parties shall pay any invoice associated with this MOU within thirty (30) days of the date of the invoice.

3. **Term.** This MOU shall be effective as of the Effective Date, and shall remain in effect until terminated by all of the Parties.

4. **Withdrawal.** A Party may, in its sole discretion, withdraw from this MOU upon 90 days written notice to the other Parties, provided that the withdrawing Party will remain responsible for its proportionate share of any obligation or liability duly incurred under this MOU, and previously approved by the withdrawing Party.

5. **Notices.** All notices required or permitted by this MOU shall be in writing, and may be delivered in person (by hand or by courier) or may be sent by regular, certified, or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, or by electronic transmission (email) and shall be deemed sufficiently given if served in a manner specified in this Section 5. The addresses and addressees noted below are that Party's designated address and addressee for delivery or mailing of notices.

To City of Madera:	City of Madera 205 W. Fourth Street Madera, CA 93637 559-661-5400
--------------------	--

To Madera Irrigation District:	Madera Irrigation District 12152 Rd 28 ¼ Madera, CA 93637 559-673-3514
--------------------------------	---

To Madera Water District:	Madera Water District 16943 Rd 26, Suite 103
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Madera, CA 93637
559-674-4944

Any Party may, by written notice to the other, specify a different address for notice. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, three (3) days after the postmark date. If sent by regular mail, the notice shall be deemed given forty-eight (48) hours after it is addressed as required in this section and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed given twenty-four (24) hours after delivery to the Postal Service or courier. Notices transmitted by facsimile transmission or similar means (including email) shall be deemed delivered upon telephone or similar confirmation of delivery (confirmation report from fax machine is sufficient), provided a copy is also delivered via personal delivery or mail. If notice is received after 4:00 p.m. or on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

6. **Compliance with Laws.** In any action taken pursuant to this MOU, the Parties shall comply with all applicable statutes, laws, and regulations, specifically including, but not limited to, SGMA and its implementing regulations, as they now exist or as they may be amended or promulgated from time to time.

To the extent that this MOU conflicts with or does not accurately reflect any applicable statutes, laws, or regulations now existing or as amended or promulgated from time to time, the laws, statutes, and regulations shall govern. To the extent that any applicable statutes, laws, or regulations are amended or newly promulgated in such a manner that causes this MOU to conflict with, or no longer accurately reflect, such statutes, laws, or regulations, this MOU shall be modified, in writing, by all Parties, in order to comport with the newly amended or promulgated statutes, laws, or regulations.

7. **Entire Agreement.** This MOU and items incorporated herein contain all of the agreements of the Parties with respect to the matters contained herein, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose.

8. **Amendments.** No provisions of this MOU may be amended or modified in any manner whatsoever except by an agreement in writing duly authorized by the governing bodies of all Parties.

9. **Assignment.** The rights and obligations of the Parties under this MOU may not be assigned or delegated.

10. **Binding Effect.** This MOU shall apply to and bind successors, assignees, contractors, subcontractors, transferees, agents, employees, and representatives of the respective Parties hereto.

11. **Governing Law.** This MOU and all documents provided for herein and the rights and obligations of the Parties hereto shall be governed in all respects, including validity,

interpretation and effect, by the laws of the State of California (without giving effect to any choice of law principles).

12. **Waiver.** The failure of any Party to insist on strict compliance with any provision of this MOU shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by any Party of either performance or payment shall not be considered to be a waiver of any preceding breach of the MOU by any other Party.

13. **Severability.** If any term or provision of this MOU is, to any extent, held invalid or unenforceable, the remainder of this MOU shall not be affected.

14. **Headings.** The subject headings of the sections of this MOU are included for purposes of convenience only and shall not affect the construction or interpretation of any of the provisions herein.

15. **Counterparts.** This MOU may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this MOU as of the day and year first above written.

City of Madera

Madera Irrigation District

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Madera Water District

By: _____

Name: _____

Title: _____

Attachment 2

Draft Madera Subbasin (5-022.06 Madera) – Domestic Well Mitigation Program
Implementation



October XX, 2025

Paul Gosselin
Deputy Director
Department of Water Resources
Sustainable Groundwater Management Office
715 P Street, Box 94286
Sacramento, CA 94236-0001

Sent Electronically

RE: Madera Subbasin (5-022.06 Madera) – Domestic Well Mitigation Program Implementation

Dear Paul:

On behalf of the seven Groundwater Sustainability Agencies (GSAs) in the Madera Subbasin (Subbasin), it is my pleasure to update you on our recent activities and progress towards ensuring that domestic wells impacted by declining groundwater levels as a function of Groundwater Sustainability Plan (GSP) implementation within the Subbasin are both timely and appropriately mitigated. To that end, I would offer the following summary.

- Since Spring of this year and as made possible through a grant awarded to Madera County from the Department of Water Resources (DWR), the GSAs in the Subbasin have met monthly to discuss the design and implementation of a Domestic Well Mitigation Program (DWMP) or Programs within the Subbasin.
- The discussions have been supported by Mr. David M. Ceppos, who has extensive background and knowledge of not only the Sustainable Groundwater Management Act (SGMA), but the very specific issues relevant to groundwater management within the Subbasin.

- The discussions have been extremely helpful for a variety of issues, namely they have provided an open and transparent venue for the GSAs to discuss practical implementation items such as: potential cost allocation structures, per occurrence financial mitigation award, conditions to be mitigated and not to be mitigated, potential DWMP governance, and reporting, just to name a few.
- As of our October 9, 2025 meeting, each of the seven GSAs remain firmly committed to mitigating for impacts to domestic wells resulting from declining groundwater levels within the Subbasin.
- As of October 9, 2025, each of the GSAs and/or groups of GSAs will immediately move forward with implementation of a DWMP within their individual or collective geographic boundaries. There will be no single DWMP for the Subbasin.

The GSAs wish to extend their sincere appreciation for DWRs assistance to support the GSAs to arrive at a mutually supported outcome. We look forward to reporting our progress in future annual reports. Should you have any questions, please feel free to contact me at (209) 404-8896.

Sincerely,

John B. Davids, P.E.
Madera Subbasin Point of Contact

Copy: Administration Files

cc: Madera Subbasin GSAs
Natalie Stork, State Water Resources Control Board
Amanda Peisch-Derby, DWR
Monica Salais, DWR