

**REGULAR MEETING OF THE MADERA CITY COUNCIL,
SPECIAL MEETING OF MADERA PUBLIC FINANCING AUTHORITY BOARD, AND
SPECIAL MEETING OF MADERA CITY COUNCIL AS SUCCESSOR AGENCY TO THE
FORMER MADERA REDEVELOPMENT AGENCY**

205 W. 4th Street, Madera, California 93637

NOTICE AND AGENDA

**Wednesday, August 4, 2021
6:00 p.m.**

**Council Chambers
City Hall**

This meeting will be conducted pursuant to the provisions of the Governor's Executive Order which suspends certain requirements of the Ralph M. Brown Act. The City Council meeting will be live streamed on the City's website at www.madera.gov/live. Members of the public may participate in the meeting remotely through an electronic meeting via phone by dialing (669) 900-6833 enter ID: 959 7477 0395 # followed by *9 on your phone to speak. Comments will also be accepted via email at citycouncilpubliccomment@madera.gov or by regular mail at 205 W. 4th Street, Madera, CA 93637.

CALL TO ORDER:

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

INVOCATION:

PLEDGE OF ALLEGIANCE:

APPROVAL OF AGENDA:

PUBLIC COMMENT:

The first 15 minutes of the meeting are reserved for members of the public to address the Council on items which are within the subject matter jurisdiction of the Council. Speakers shall be limited to three minutes. Speakers will be asked, but are not required, to identify themselves and state the subject of their comments. If the subject is an item on the Agenda, the Mayor has the option of asking the speaker to hold the comment until that item is called. Comments on items listed as a Public Hearing on the Agenda should

be held until the hearing is opened. The Council is prohibited by law from taking any action on matters discussed that are not on the Agenda, and no adverse conclusions should be drawn if the Council does not respond to public comment at this time.

WRITTEN COMMUNICATIONS: None

PRESENTATIONS:

1. Engie Summer Internship Program (Report by Arnaldo Rodriguez)
2. Madera Youth Commission (Report by Youth Leadership Institute)

INTRODUCTIONS: None

A. WORKSHOP:

A-1 Cannabis business permits, procedure guidelines and review criteria and number of cannabis business permits to be issued

Recommendation: Staff recommends that the City Council Consider the Information Included in this report and provide direction in regard to cannabis business permits, procedure guidelines, and review criteria as well as on the number of permits that the City will issue. The direction given will be used to finalize resolutions for Council adoption at a future City Council meeting. (Report by Arnaldo Rodriguez)

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 – March 17, 2021

Recommendation: Approve the City Council Minutes of March 17, 2021

B-2 Informational Report on Register of Audited Demands for July 10, 2021 to July 23, 2021

Recommendation: No Action Required (Report by Roger Sanchez)

B-3 Ratification of COVID-19 Emergency Policy Revisions

Recommendation: Adopt a Minute Order Ratifying Issuance of the following by the City Manager in his role as Director of Emergency Services:

- 1) Revised COVID-19 Emergency Policy No. 2: COVID-19 Paid Sick Leave; and
- 2) Revised COVID-19 Emergency Policy No. 3: COVID-19 Prevention Plan (Report by Eric Battles)

B-4 Law Enforcement Services Agreement with Housing Authority of the City of Madera (MHA)

Recommendation: Adopt a Minute Order Approving a Law Enforcement Services Agreement between the City and MHA (Report by Dino Lawson)

B-5 Agreements with Union Pacific Railroad Company for the Olive Avenue Widening and Reconstruction Project

Recommendation: Adopt a Resolution Approving a Pipeline Crossing Agreement and a Wireline Crossing Agreement for the Olive Avenue Widening Project (Report by Keith Helmuth)

B-6 Amendment No. 3 to Madera Aviation Group, LLC Lease Agreement at Madera Municipal Airport

Recommendation: Adopt a Resolution Approving Amendment No. 3 to Madera Aviation Group, LLC Lease Agreement (Report by Daniel Foss)

B-7 Airport Access Agreement Renewal with Stephen J. and Nadine Sagouspe

Recommendation: Adopt a Resolution Approving Airport Access Agreement with Stephen J. and Nadine Sagouspe (Report by Daniel Foss)

B-8 Reimbursement Agreement with Full Throttle Suspension for Storm Drain Public Improvements (Site Plan Review No. 2019-05)

Recommendation: Adopt a Resolution Approving Reimbursement Agreement with Full Throttle Suspension for Storm Drain Public Improvements Relating to Site Plan Review No. 2019-05 and CUP Nos. 2019-03 and 2019-04 (Report by Keith Helmuth)

B-9 2021 Old Timers' Day Parade Entry Form for City Participation

Recommendation: Adopt a Minute Order Authorizing Submittal of the Entry Form and Authorizing the Mayor to Sign on behalf of the City the Hold Harmless Agreement for City Council Participation in the Old Timers' Day Parade scheduled September 25, 2021 (Report by Alicia Gonzales)

B-10 Farm Workforce Modernization Act of 2021 Letter of Support

Recommendation: Adopt a Minute Order Approving a Letter in Support of Proposed Changes to Farm Workforce Modernization Act of 2021 (Report by Arnaldo Rodriguez)

B-11 Consulting Services Agreement with Hawkins Delafield & Wood LLP

Recommendation: Adopt a Resolution Approving an Agreement between the City, Madera Public Financing Authority, Successor Agency, and Hawkins Delafield & Wood LLP to Prepare the Arbitrage Analysis Rebate Reports for the Fiscal Years 2021/22 through 2021/24 (Report by Roger Sanchez)

(This Item Requires Action by Council, the MPFA Board, and the Successor Agency Board)

B-12 Consulting Services Agreement with Thales Consulting, Inc.

Recommendation: Adopt a Resolution Approving a Consulting Services Agreement between the City, Madera Public Financing Authority and Thales Consulting, Inc. for Three Fiscal Years Totaling \$13,500 to Prepare and File the City Financial Transaction Report, the Financing Authority Special District Report, and the Annual Transit Report (Report by Roger Sanchez)

(This Item Requires Action by Council and the MPFA Board)

C. PUBLIC HEARINGS:

C-1 Allocation of the American Rescue Plan Act of 2021 (ARPA) Funds

Recommendation: Adopt a Resolution Accepting Funding Award of \$23 Million from the ARPA and Authorize the City Manager to Allocate Related Resources to Existing Projects from the Capital Improvements Program (CIP) related to Water, Sewer, and Drainage or Provide Direction on the City's Priorities for the use of funding (Report by Roger Sanchez)

D. PETITIONS, BIDS, RESOLUTIONS, ORDINANCES, AND AGREEMENTS: None

E. ADMINISTRATIVE REPORTS:

E-1 Designation of a Voting Delegate and Alternates for the League of California Cities 2021 Annual Conference

Recommendation: Designate a Voting Delegate and up to Two Alternates for the 2021 League of California Cities' Annual Conference (Report by Alicia Gonzales)

F. COUNCILMEMBER REPORTS/ANNOUNCEMENTS/FUTURE AGENDA ITEMS:

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

G. CLOSED SESSION:

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

Agency Designated Representative: Arnaldo Rodriguez

Employee Organization: Mid-Management Employee Group

G-2 Conference with Legal Counsel – Anticipated Litigation

Initiation of Litigation Pursuant to Government Code Section 54956.9(d)(4)

One Case: City of Madera v. High Speed Rail Authority

ADJOURNMENT: – Next regular meeting on September 1, 2021

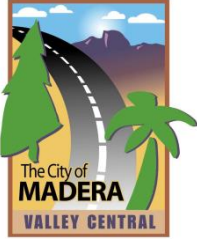
- Please silence or turn off cell phones and electronic devices while the meeting is in session.
- Regular meetings of the Madera City Council are held the 1st and 3rd Wednesday of each month at 6:00 p.m. in the Council Chambers at City Hall.
- A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (559) 661-5405 or by email at cityclerkinfo@madera.gov.
- The meeting room is accessible to the physically disabled, and the services of a translator can be made available. Request for additional accommodations for the disabled, signers, assistive listening devices, or translators needed to assist participation in this public meeting should be made at least seventy-two (72) hours prior to the meeting. Please call the Human Resources Office at (559) 661-5401. Those who are hearing impaired may call 711 or 1-800-735-2929 for TTY Relay Service.

- Questions regarding the meeting agenda or conduct of the meeting, please contact the City Clerk's Office at (559) 661-5405.
 - Para asistencia en español sobre este aviso, por favor llame al (559) 661-5405.
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I, Alicia Gonzales, City Clerk for the City of Madera, declare under penalty of perjury that I posted the above agenda for the Regular Meeting of the Madera City Council for August 4, 2021 near the front entrances of City Hall and on the City's website www.madera.gov at 3:00 p.m. on July 30, 2021.

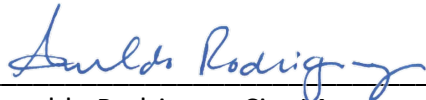


Alicia Gonzales, City Clerk



REPORT TO CITY COUNCIL

Approved by:



Arnaldo Rodriguez, City Manager

Council Meeting of: August 4, 2021

Agenda Number: A-1

SUBJECT:

Cannabis business permits, procedure guidelines and review criteria and number of cannabis business permits to be issued.

RECOMMENDATION:

Staff recommends that the City Council (Council) consider the information included in this report and provide direction in regard to cannabis business permits, procedure guidelines, and review criteria as well as on the number of permits that the City will issue. The direction given will be used to finalize resolutions for Council adoption at a future City Council meeting.

SUMMARY:

Initial workshops on the cannabis regulatory ordinance and related procedures have been presented to Council on January 6, 2021, January 20, 2021, and April 21, 2021. The workshops discussed the essential components of the ordinance, procedural guidelines, selection criteria, and approval of cannabis business permits. Staff provided rationale for the recommended approach and sought feedback and direction from Council majority on policy considerations before finalizing the drafting of the ordinance, as well as land use ordinance designating zone districts where cannabis businesses may be permitted.

Following the workshops, staff presented and Council adopted ordinances that provide access to cannabis as authorized AUMA (“Proposition 64”) approved by the California Voters in 2016 while imposing sensible regulations on the use of land to protect the City’s residents, neighborhoods, and businesses from disproportionately negative impacts. The cannabis regulatory ordinance intended to regulate the commercial cultivation, processing, manufacturing, testing, sale, delivery, and distribution of cannabis and cannabis products responsibly to protect the health, safety, and welfare of the City residents and enforce rules and regulations consistent with state law. This resulted in the Council adopting several revisions to the Municipal Code, including:

- Title X: Planning and Zoning of the Municipal Code
- Title VI, Chapters 1 and 5 (Businesses, Professions, and Trades)
- Title IV, Chapter 15 (Public Welfare)

PROCEDURE GUIDELINES AND REVIEW CRITERIA

The adopted regulatory ordinance outlines the process and establishes terms, roles, etc. While comprehensive, further action is needed in the form of Council Resolutions. More specifically, Council direction is requested for procedural guidelines for the following:

1. Commercial Cannabis Business Permit – Standard Applications
2. Commercial Cannabis Business Permit – Social Equity Applications
3. Commercial Cannabis Business Permit – Vertically Integrated, Cultivation, Distribution, Manufacturing, Test Labs Applications

Following direction by Council on the three sets of Procedure Guidelines and Review Criteria, staff will schedule a future meeting with Council for formal action.

NUMBER OF PERMITS

Council previously gave direction regarding the number of permits to be issued. Since then, there has been a difference of opinion by the Council Ad Hoc Committee. We, therefore, seek direction for inclusion in resolution to be adopted by the Council.

FINANCIAL IMPACT:

Costs associated with cannabis-related work includes the following:

- Contract with HdL totaling \$30,000
- Cost to place the ballot measure on the November 3, 2020 election was approximately \$100,000.
- Various staff time and City Attorney fees

Note that HdL contract cost may be recovered by fees from prospective applicants should the City permit cannabis operations in the City.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

While not specifically addressed, the requested action is consistent with the Vision Madera 2025 Plan; Effective Government: Strategy 115. – Ensure sufficient economic resources to provide adequate City services and prepare for future growth.

ALTERNATIVES:

The Council may direct staff to return with additional and/or clarifying information.

ATTACHMENTS:

1. Application Procedure Guidelines and Review Criteria for a Commercial Cannabis Business Permit (Standard Applications)
2. Application Procedure Guidelines and Review Criteria for a Commercial Cannabis Business Permit (Social Equity Applications)
3. Application Procedure Guidelines and Review Criteria for a Commercial Cannabis Business Permit (Vertical Integration Applications)

Attachment 1

Application Procedure Guidelines and Review Criteria for a Commercial Cannabis Business Permit (Standard Applications)



City of Madera

Community Development Department
205 W. 4th Street
Madera, CA 93637
Phone: 559.661.5400
Email: Cannabis@Madera.gov

APPLICATION PROCEDURE GUIDELINES AND REVIEW CRITERIA FOR A COMMERCIAL CANNABIS BUSINESS PERMIT (STANDARD APPLICATIONS)

Application Period
OPENS – TBD, 2021
CLOSES – TBD, 2021

These Procedure Guidelines apply solely to Standard Applications. Separate Procedure Guidelines and Review Criteria apply to Social Equity Applications and to Vertical Integration Applications.

Information regarding the Commercial Cannabis Business (CCB) Application process can be found on the City's website at <https://www.madera.gov> and includes the following:

- Application Procedures Guidelines and Review Criteria
- City of Madera Municipal Code (MMC) Chapter 6-5
- City of Madera Municipal Code (MMC) Title X, Chapter 3 (Zoning Regulations)
- Financial Responsibility, Indemnity and Consent to Inspection Terms Agreement
- Background Check Portal Link
- Commercial Cannabis Business (CCB) Permit Application
- Ownership Acknowledgement Form

To be considered for issuance of a Cannabis Business Permit, final applications must be submitted to the Community Development Department located at the address listed on these procedures by the deadline. There will be no exceptions. These Procedure Guidelines and Review Criteria (hereafter referred to as "Procedures." constitute the application process and are adopted pursuant to the Madera Municipal Code (MMC) Section 6-5.13 and Title X, Chapter 3 (Zoning Regulations).

During this application period the City will be allowing up to six (6) Standard retail, two (2) Social Equity retail and an unlimited number of cultivation, manufacturing, distribution, microbusinesses, and Vertically Integrated permits in the City of Madera.

Applicants should monitor the City's web page for any additional information, FAQs, or updates. It is the responsibility of the Applicant to stay informed of this information.

ORIENTATION “KICK OFF” MEETING

The City will hold a virtual Orientation “Kick Off” Meeting on Wednesday, September 22, 2021 at 1:00 pm. Pre-registration for the Orientation Meeting is required however, attendance at the Orientation Meeting is not required to apply for a Cannabis Business Permit. The registration link is available on the City’s website at <https://www.madera.gov/Cannabis-Information>.

AMENDMENTS TO THE APPLICATION

Applicants will not be allowed to make amendments to their application or to supplement their application, except as otherwise specifically permitted in these procedures, or posted on the City’s website as a clarification update, or as authorized in writing by the City Manager or his/her designee.

During Phase I, City staff and the Consultant will conduct a preliminary evaluation of the applications for completeness and will reject any application that is missing a major component (for example, a Security Plan), notifying the applicant by email that they have been disqualified.

For those Applications which are missing essential information the primary contact will be notified by email if their application is found to be missing minor requirements (for example, signatures/dates on forms, proof of payment receipts, scanned pages in one of the scoring criteria documents, or incorrect formatting or organization of files). If this is the case, the Applicant may be granted five days from the date of the email to submit the required supplemental information. Should you receive an email from the City we ask that you confirm receipt of it immediately. If the City does not get confirmation from your primary contact within two days, it may, but is not required to, make an attempt to notify the primary contact by phone in case the email went into the recipient’s spam folder unnoticed. However, please note should this be the case you will not be provided additional time to complete the curing process so make sure you monitor your incoming or spam email carefully. Furthermore, you may not submit any additional information other than what was requested to cure the minor requirements. Finally, an applicant will be notified if their application is incomplete or if there is any other reason for which they will not be moving forward in the application process.

LIMITATIONS ON MULTIPLE APPLICATIONS

Applicants possessing an ownership interest of ten percent (10%), or more, in a retail, microbusiness, or vertically integrated cannabis permit application shall be limited to submitting only one application which includes retail during this initial process regardless. In order to ensure compliance with the ownership interest concerns every owner on the application which meets the criteria listed in Section 6-5.06 (T) will be required to complete the Ownership Acknowledgement form which is provided on the City’s website. However, there will be no limitations on any other permit type which are permitted in the City, (i.e., cultivation, manufacturing, distribution, and testing labs). In addition, the City will only accept a maximum of two any combination of retail, microbusiness, or vertically integrated application Zoning Verification Letters (ZVL) per property (APN). Furthermore, without exception only one retail, microbusiness or vertically integrated Applicant will be issued a retail permit per location by the City Council in Phase IV and so each Applicant should keep that in mind when selecting a location for their business in which there is more than one Applicant.

CITY’S RESERVATION OF RIGHTS

The City reserves the right to reject any and/or all applications, with or without cause or reason. The City may modify, postpone, or cancel the request for a CCB permit without liability, obligation, or commitment to any party, firm, or organization. In addition, the City reserves the right to request and obtain additional information from any Applicant submitting an application in order to conduct a complete review of the application or an investigation into the truthfulness of the statements set forth in the application or provided at any stage of the application process and if it is not fully responsive to this request for a CCB application.

APPLICATION PROCESS

This application process is adopted pursuant to MMC Section 6-5.13. Review the information regarding the application process and which documents you will need. Before submitting your application, review your application in its entirety to ensure that it is complete and accurate. Review the information regarding the Cannabis Business Permit application process for a CCB on the City webpage provided on page one.

APPLICATION SUBMITTAL REQUIREMENTS

Applications must respond to all requirements outlined in the “Application Procedures & Guidelines for a Cannabis Business Permit.” Applicants must submit all required application materials together in one complete comprehensive application package. This can be done in person, by U.S. Mail, or by common carrier delivery service (e.g. FED EX, UPS, etc.) as long as it is a complete application. The application process must be secured in an envelope or box addressed as follows:

Community Development Director
Attn: Cannabis Application Process
City of Madera
205 W. Fourth Street
Madera, CA 93637

The application package must include all the following documents with original signatures for each document.

- (a) Cannabis Business Permit Application;
- (b) Financial Responsibility, Indemnity and Consent to Inspection Terms Agreement;
- (c) Agreement on Limitations of City’s Liability and Indemnification to City;
- (d) Application fee and Background Check fee(s); and
- (e) Owner Acknowledgment Agreement

Applications must be received by the Community Development Department by 4:00 pm on TBD, 2021. LATE APPLICATIONS WILL BE REJECTED.

Furthermore, an application RISKS BEING REJECTED for the following reasons:

1. It is not responsive to this Cannabis Business Permit application and the Procedure Guidelines for a Cannabis Business Permit.
2. The issuance of the Cannabis Business Permit for the proposed location does not comply with State law, MMC Section 6-5.33 and/or Title X , Chapter 3 (Zoning Code Regulations).

FLASH DRIVE CONTENT

In addition, all Applicants must submit a USB flash drive containing one complete copy of the application package per the requirements as outlined in the below format. The application package and application fees must be received by the Community Development Department at the same time.

Responses to the Evaluation Criteria (Sections A-H found in Appendix A of the Application Procedures & Guidelines) shall be limited to 200 pages. Responses pertaining to Backgrounds, Proof of Capitalization, Zoning Verification Letter, and Property Owner Consent/Lease Agreements, Property Owner/Landlord Affidavit, Owner Acknowledgement Agreement shall not be included in the 200-page limitation. Those responses should be saved in PDF files that are separate from the Evaluation Criteria (see below).

All materials must be submitted on a USB flash drive in a PDF format in the following files. You must submit the files in the correct format and organized correctly or your application may be rejected.

- PDF File #1 – Cannabis Business Permit Application (pages 1-3), Financial Responsibility, Indemnity and Consent to Inspection Terms Agreement (pages F1-F3), Agreement on Limitations of City Liability, and Certification, Assurances, Warranties, and Indemnification to City (pages F4-F6), proof of insurance or a letter of insurability; and Owners Acknowledgement Agreement. All copied documents shall display required signatures to be deemed complete.
- PDF File #2 – Evaluation Criteria (Responses to Sections A-H of Appendix A limited to 200 pages)
- PDF File #3 – Background Check documentation (All required documents for each owner). Upon submission of the online background application, Applicants will receive an email confirmation. This confirmation needs to be printed, scanned, and included within PDF File #3.
- PDF File #4 – Proof of Capitalization (Appropriate bank statements, loan documents, promissory notes, financial and commitment letters)
- PDF File #5 – Zoning Verification Letter (ZVL) which shows the correct location, unit, space, or suite number in the building being used. Proof of Insurance or a letter showing proof of insurability by a qualified insurance company which shows the location being insured in City of Madera, the type of activity being insured, and the name of the business being insured. Copies from another business location in another city owned by the Applicant will not be accepted.

CRIMINAL BACKGROUND CHECK

Each Owner as defined in Section 6-5.06 (T) must undergo a criminal history background check to demonstrate they do not provide “good cause” for denial per MMC Sections 6-5.08 and 6-5.38K. Owners who do not meet the criminal history eligibility requirements of Section 6-5.38K will be disqualified. The background form can be found online at https://hdlcompanies.formstack.com/forms/bc_maderacity.

In addition, each successful applicant will be asked to submit to a Live Scan as part of the background check as determined by the Chief of Police. Prior to being issued a permit the Applicant’s primary contact will be notified by email with the instructions on how to schedule the Live Scan appointment.

The initial background check fee for each owner shall be \$300.00. This process will be required to meet the minimum threshold qualifications pursuant to MMC Section 6-5.38K. The results of the background check along with the City-issued Zoning Verification Letter must be included with the CCB Application (Phase I).

ZONING VERIFICATION LETTER (ZVL)

Prior to submitting a CCB application (Phase I), an Applicant must obtain a Zoning Verification Letter from the Community Development Department. To secure this letter, an Applicant must make a written request to the Community Development Department which should specify the intended use of the building (i.e., Cultivation, Manufacturing, Distribution, Retail, Microbusiness or Vertically Integrated), and the proposed building location. Please advise the City if you currently occupy the premises or if there is a tenant currently occupying the premises and what type of business activity is being conducted.

The issuance of a ZVL does not constitute written evidence of permission given by the City or any of its officials to operate a cannabis business, nor does it establish a “permit” within the meaning of the Permit Streamlining Act, nor does it create an entitlement under the Zoning or Building Code. A regulatory permit for a CCB does not constitute a permit that runs with the land on which the cannabis business is established.

FEES

All applicants will be required to submit a fee of \$X,XXX.00. This amount will be charged against time spent by City staff and the Consultant in reviewing applications and administrating the application process. Applicants are advised that they may be required to pay additional amounts as required for the sole purpose of the City’s completion of the application review process. However, there will also be a separate fee for the Zoning Verification Letter (ZVL) of \$XXX.00 per site and the Background Check Fee of \$300. For the successful Applicants there will also be a Live Scan Fee of \$XX.00 prior to obtaining the Cannabis Business Permit or at a time determined by the Police Chief.

Payment must be made by a certified check, cashier’s check or money order made payable to the City of Madera. Please note the City will not accept cash or credit cards and application fees are non-refundable once the City has begun reviewing the application.

APPLICATION REVIEW, SCORING AND APPROVAL PROCESS

PHASE I: DETERMINATION OF ELIGIBILITY

Applications will be reviewed for completeness and compliance to meet the minimum submittal requirements. The determination of eligibility will be based on the criteria outlined in these procedures and as described in Appendix A. However, the criteria will be evaluated and scored with the process adopted in these procedures in accordance with MMC Chapter 6-5.13 and may be amended as provided in MMC Section 6-5.49 A & C in writing for clarification to application submittal questions which will be posted in the FAQ section of the Cannabis Information webpage and shall go into full effect immediately upon being posted on the website.

PHASE II: APPLICATION EVALUATION AND REVIEW (3,000 points)

During Phase II, the City and/or consultant will review and score each application using a merit-based system. At a minimum the top ten (10) applicants who score a minimum of 90% or higher (2,700 points) in Phase II may be eligible to advance to Phase III. However, the City may at its sole discretion select more than ten (10) applicants based on the quantity and the overall quality of applications the City receives. Notice of the results of Phase II will be provided in writing via email to the primary contact listed on the application.

See APPENDIX A for a description of the evaluation criteria:

- Section A. Business Plan (400 points)
- Section B. Labor, Equity, Diversity, and Inclusion Plan (400 points)
- Section C. Safety Plan (300 points)
- Section D. Security Plan (300 points)
- Section E - Qualifications of Owners (400 Points)
- Section F - Neighborhood Compatibility (400 Points)
- Section G - Community Benefits and Investments Plan (500 Points)
- Section H - Proposed Location (300 Points)

PHASE III: PUBLIC MEETING

Upon the completion of Phase II, the City Manager or his/her designee will tabulate the scores of all applicants from Phase II to create a final ranking which will be used to form the basis for determining who will be invited to participate in the Public Meeting and subsequently presented to the City Council for final consideration. Should there be a tie in any scoring, the City Manager shall force rank each of the applicants who participated in Phase II, in order to establish an eligibility list and therefore the decision on who moves on will not be solely determined by the scores alone.

The Public Meeting will be set to allow concerns of residents, businesses, and community organizations alike to be brought before the City. The City staff will conduct the Public Meeting pursuant to MMC Section 6-5.14 prior to presenting a report of its findings along with the final rankings to be presented the City Council. Those applicants selected to participate in the Public Meeting will be invited to attend and will be given an opportunity to address any concerns from the public presentation.

PHASE IV: CITY COUNCIL INTERVIEWS AND FINAL DECISION

Upon the completion of Phase III, the City Manager will present to the City Council the top Applicants that will be interviewed by the Council in order to make a final determination as to which applicant(s) will be awarded a CCB permit. Each Applicant should be prepared to conduct a brief presentation in order to be interviewed by the City Council. Further details as to date, time, place, and length of presentation will be provided prior to the City Council interviews.

After the City Council has made a determination as to who if any Applicants will be awarded a CCB permit and as a condition of issuance of the regulatory permit, the operator of each cannabis facility shall enter into a Community Benefit Agreement with the City setting forth the terms and conditions under which the cannabis facility will operate that are in addition to the requirements of Chapter 6-5.37.C, including, but not limited to community benefits such as public outreach and education, community service, payment of fees and other charges as mutually agreed, and such other terms and conditions that will protect and promote the public health, safety and welfare.

In addition, any community benefits that a commercial cannabis business agrees to provide shall be incorporated into the terms and conditions under which the commercial cannabis business will operate with the City of Madera's approval, if and when a Community Benefit Agreement is executed. Upon successfully negotiations in this phase of the process the Applicant will then be authorized to proceed to apply for both a land use (conditional use) permit and a business license and related approvals.

Any Applicant wishing to appeal Phase I through Phase III of the Application Process may appeal to the City Manager or appointed hearing officer depending on the type of appeal requested within ten (10) days of the Applicant receiving a notice that they will not move forward in the application process or be issued a permit. Such appeals shall comply with the requirements of MMC Sections 6-5.20 through 6-5.26.

NOTE: Being awarded a CCB permit does not constitute a land use entitlement and does not waive or remove the requirements of applying for and receiving permits for all construction including: electrical, plumbing, fire, Community Development Department permits or reviews, and any other permits, licenses, or reviews as deemed necessary by the relevant departments or governmental entities in charge of said permits. Nor does the award of a CCB permit guarantee that the plans submitted via the CCB application process meet the standards or requirements in MMC Title X, Chapter 3 and any other permit requirements from other City departments or agencies.

CONTACT

If you have any questions or would like an update on the status of your application, please contact the Community Development Department at 559.661.5400 or by email at Cannabis@madera.gov.

APPENDIX A: EVALUATION CRITERIA

The City is a public agency subject to the California Public Records Act (“CPRA”). In the event a request for information under the CPRA seeks disclosure of application materials marked by Applicant as “Confidential Information,” the City will make reasonable efforts to provide notice to Applicant prior to such disclosure to allow Applicant to seek a protective order, injunctive relief, or other appropriate remedy. If Applicant contends any designated application materials are exempt from the CPRA and wishes to prevent disclosure, it is required, at its own cost, liability, and expense to obtain a protective order, injunctive relief or other appropriate remedy from a court having jurisdiction over the matter at least two (2) days before City’s deadline to respond to the CPRA request. If Applicant fails to obtain such a remedy before the deadline for the City’s response to the CPRA request, the City will disclose the requested information and shall not be liable or responsible for such disclosure.

SECTION A: BUSINESS PLAN (400 points)

1. Finances* – A budget for construction, operations, maintenance, compensation of employees, equipment, property lease, security equipment and staff, City fees, state fees, utility costs, product purchases and other anticipated contingency costs. The budget must demonstrate sufficient capital in place to pay startup costs and at least three months of operating costs, as well as a description of the sources and uses of funds.
 - A. Proof of capitalization, in the form of documentation of cash or other liquid assets on hand, Letters of Credit or other equivalent assets which can be verified by the City.
 - B. A pro forma for at least three years of operations.
 - C. A schedule for beginning operation, including a narrative outlining any proposed construction and improvements and a timeline for completion.
2. Daily Operations - The Business Plan should describe the day-to-day operations which meet industry best practices for the type of cannabis business you are applying.
 - 2.1 Describe the day-to-day operations if you are applying for a RETAIL permit. This should include at a minimum the following criteria:
 - A. Describe customer check-in procedures.
 - B. Identify location and procedures for receiving deliveries during business hours.
 - C. Identify the name of the Point-of-sale system to be used and the number of Point-of-Sale locations.
 - D. Estimate the number of customers to be served per hour/day.
 - E. Describe the proposed product line to be sold and estimate the percentage of sales of flower and manufactured products.
 - F. If proposed, describe delivery service procedures, number of vehicles and product security during transportation.
 - G. How the Cannabis Business will conform to local and state laws. See MMC Sections 6-5.40 and Title X as they pertain to retail establishments in the City of Madera.
 - H. How cannabis and cannabis products will be tracked and monitored to prevent diversion. Describe the Point-of-Sale system to be used and how it will interact with the state’s mandated track and trace system.
 - 2.2 Describe the day-to-day operations if you are applying for a DISTRIBUTION permit. This should include at a minimum the following criteria:
 - A. Identify the number of delivery drivers, hours of delivery and vehicles to be used.
 - B. Describe the transportation security procedures.
 - C. Describe how inventory will be received, processed, stored, and secured in the permitted premises.
 - D. Describe the quality control procedures designed to ensure all cannabis is properly packaged, labeled, and tested.

- E. How the Cannabis Business will conform to local and state laws. See MMC 6-5.43 and Title X as they pertain to Distribution.
- 2.3 Describe the day-to-day operations if you are applying for a MANUFACTURING permit. This should include at a minimum the following criteria:
- A. Identify all cannabis products manufactured within the permitted premises.
 - B. Describe quality control procedures.
 - C. Describe inventory control procedures.
 - D. Describe the extraction process, equipment and room in which extractions will be conducted.
 - E. Provide detail as to whether the extraction equipment has been reviewed and certified by a Professional Engineer or Certified Industrial Hygienist.
 - F. Describe the sanitation procedures.
 - G. How the Cannabis Business will conform to local and state laws. See MMC 6-5.45 and Title X, as they pertain to Manufacturing.
- 2.4 Describe the day-to-day operations if you are applying for a TESTING permit. This should include at a minimum the following criteria:
- A. Describe the sampling standard operating procedures.
 - B. Describe procedures for transporting cannabis field samples.
 - C. Describe the chain of custody for field samples.
 - D. Describe the quality control procedures.
 - E. Describe the Laboratory Supervisor/Manager responsibilities and qualifications.
 - F. Identify location and procedures for storing cannabis products.
 - G. Describe how the cannabis business will conform to local and State laws. See MMC 6-5.44 and Title X as they pertain to testing labs in the City of Madera.
 - H. Describe how the cannabis and cannabis products will be tracked and monitored to prevent diversion.
 - I. Describe the Point-of-Sale system to be used and how it will interact with the State's mandated track and trace system.
- 2.5 Describe the day-to-day operations if you are applying for a CULTIVATION permit. This should include at a minimum the following criteria:
- A. Identify all cannabis products processed within the permitted premises.
 - B. Describe quality control procedures.
 - C. Describe inventory control procedures.
 - D. Describe the cultivation, drying, curing, grading, trimming, rolling, storing, packaging, and labeling of nonmanufactured processes which will be utilized for these activities.
 - E. Describe the sanitation procedures in such a way as to ensure the health, safety, and welfare of the public, the employees working at the cultivation facility, visitors to the area, neighboring properties, and to ensure the security of the cannabis cultivation and processing; and to safeguard against diversion of cannabis.
 - F. How the Cannabis Business will conform to local and State laws. See MMC 6-5.46 and Title X, as they pertain to cultivation and other regulated activities pertaining to this license.
 - G. Describe the plan for addressing public odor nuisances that may derive from the cultivation facility.
- 2.6 Describe the day-to-day operations if you are applying for a MICROBUSINESS permit. This should include at a minimum the following criteria:
- A. A microbusiness license engaged in retail shall describe all the requirements in subsection 2.1 of Appendix A, Section A in accordance with CCR §5500 and applicable requirements in MMC Section 6-5.40 and Title X.
 - B. A microbusiness license engaged in distribution shall describe all the requirements in subsection 2.2 of Appendix A Section A in accordance with CCR §5500 and applicable requirements in MMC Section 6-5.43 and Title X.

- C. A microbusiness license engaged in manufacturing shall describe all the requirements in subsection 2.3 of Appendix A, Section A in accordance with CCR §5500 and applicable requirements in MMC Section 6-5.45 and Title X.
 - D. A microbusiness license engaged in cultivation shall describe all the requirements in subsection 2.5 of Appendix A, Section A in accordance with CCR §5500 and applicable requirements in Section 6-5.46 and Title X.
- 2.7 Describe the day-to-day operations if you are applying for a VERTICALLY INTERGATED permit. This should include at a minimum the following criteria:
- A. A vertically integrated license which is engaged in at least 20,000 square feet of canopy cultivation shall describe all the requirements in subsection 2.5 of Appendix A, Section A in accordance with MMC Section 6-5.46, Title X, and all applicable state laws related to this permitted activity.
 - B. Must demonstrate that the business is owned by one business entity and complies with the definition of 6-5.06 (DD).
 - C. A vertically integrated license engaged in retail shall describe all the requirements in subsection 2.1 of Appendix A, Section A in accordance with MMC Section 6-5.40, Title X, and applicable state laws related to this permitted activity.
 - D. A vertically integrated license engaged in distribution shall describe all the requirements in subsection 2.2 of Appendix A, Section A in accordance with MMC Section 6-5.43, Title X, and all applicable state laws related to this permitted activity.
 - E. A vertically integrated license engaged in manufacturing shall describe all the requirements in subsection 2.3 of Appendix A, Section A in accordance with MMC Section 6-5.45, Title X, and all applicable state laws related to this permitted activity.

SECTION B: LABOR, EQUITY, DIVERSITY & INCLUSION PLAN (400 points)

1. The application should describe to what extent the cannabis business will adhere to heightened pay and benefits standards and practices, including recognition of the collective bargaining rights of employees in accordance with Section 6-5.13 (G).
2. Identify number of employees at initial opening and the maximum number of employees when the business is at full capacity.
3. Describe any diversity and inclusion programs that will be developed as part of the business model which embraces a rich and diverse work force with a diverse set of perspectives, work and life experiences, as well as religious and cultural differences that provide equal opportunities for employee development.
4. Identify all positions and their responsibilities.
5. Describe compensation to and opportunities for continuing education and training for employees.
6. Describe whether the cannabis business is committed to offering employees a Living Wage.
7. Briefly describe benefits provided to employees such as health care, vacation, and medical leave, to the degree they are offered as part of employment.
8. Describe to the extent to which the cannabis business will be a locally owned enterprise and the owner(s) reside within the County of Madera. In order to qualify for this criteria, an owner must have lived in the County of Madera for at least one year prior to June 1, 2021.

SECTION C: SAFETY PLAN (300 points)

1. The detailed Safety Plan shall be prepared by a California professional fire prevention and suppression consultant.
2. This plan will describe all fire prevention and suppression measures, fire extinguisher locations, evacuation routes and alarm systems the facility will have in place.
3. Describe all accident and incident reporting procedures.
4. Describe the waste management locations and procedures.

SECTION D: SECURITY PLAN (300 points)

1. The security plan shall be prepared by a professional security consultant. This can be done with in-house staff or a consultant, but it must clearly demonstrate that it meets the professional standards requested to receive the appropriate points for each criterion in this section.
 - A. The plan should demonstrate how the cannabis business wishes to develop the floor plan and address other security issues on the property.
2. Premises Diagram: In addition to the site plans submitted for the Proposed Location (in Section H of Appendix A), a separate Premises Diagram must be included in this Security Plan section (Section D) of the application. The diagram must meet the requirements of the Bureau of Cannabis Control CCR Title 16, Division 42, §5006 Premises Diagram.
 - A. The diagram shall show the boundaries of the property and the proposed location to be licensed, showing all boundaries, dimensions, entrances and exits, interior partitions, walls, rooms, windows, and doorways, and shall include a brief statement or description of the principal activity to be conducted therein.
 - B. The diagram shall show and identify commercial cannabis activities that will take place in each area of the premises and identify all limited-access areas.
 - C. The diagram shall show where all cameras are located and assign a number to each camera for identification purposes.
 - D. The diagram should be accurate, dimensioned and to-scale (minimum scale of 1/4").
 - E. If the proposed location consists of only a portion of a property, the diagram must be labeled indicating which part of the property will be used for the licensed premises and what activities will be used for the remaining property.
3. Description of operational security, including but not limited to general security for access/visitor control, inventory control and cash handling procedures.
4. Description of perimeter security, on-site security guards, lighting, and parking.
5. Identify transportation techniques and security procedures.
6. Description of employee training and general security policies.

SECTION E: QUALIFICATION OF OWNERS (400 points)

1. Experience – Demonstrate the business owner's experience in owning, managing, and operating a cannabis business. For purposes of this section, owner shall mean the State definition of owner in the State Business and Professions Code Section 26001 and all persons, companies, and entities that will be directing, controlling, and/or managing the day-to-day operations of the business. Evidence that prior experience was from legally permitted activities.
2. Cannabis Industry Knowledge – Demonstrate overall knowledge of the cannabis industry (as demonstrated throughout the screening application), including identification of how industry best practices and State regulations have been incorporated in existing/prior legal businesses outside the City of Madera.
3. Ownership Team – Describe the involvement of the ownership team in day-to-day operation of the business. Owner is defined based upon the State definition of owner, see Business and Professions Code Section 26001.

SECTION F: NEIGHBORHOOD COMPATIBILITY PLAN (400 points)

1. Describe how the business will proactively address and respond to complaints related to noise, light, odor, and vehicle and pedestrian traffic.
2. Describe how the business will be managed to avoid becoming a nuisance or having impacts on its neighbors and the surrounding community.
3. Describe odor mitigation practices:
 - A. Identify potential sources of odor.

- B. Describe odor control devices and techniques employed to ensure that odors from cannabis are not detectable beyond the licensed premises.
- C. Describe all proposed staff training and system maintenance plans.
- 4. Describe the waste management plan. The plan shall include waste disposal locations, security measures, methods of rendering all waste unusable and unrecognizable, and the vendor in charge of disposal.
- 5. The application should include the following information about the proposed location:
 - A. Physical address and a detailed description of the proposed location, including the overall property, building, and interior floor plan.
 - B. Description of all known nearby State and local sensitive use areas. The cannabis business must have the appropriate zoning and meet all the locational requirements as described in MMC sections 6-5.33 and Title X.
 - C. List any nearby well-traveled paths to schools and describe how the cannabis business will proactively protect the youth on these paths from exposure to the cannabis business.
 - D. Describe how the business will proactively take steps about community concerns to protect the youth generally from the impacts of the cannabis business.
 - E. Proof of ownership, lease agreement, or a Letter of Intent to Lease.
 - F. Vicinity map.
 - G. Photographs of existing site and buildings.
 - H. Evidence that the location has access to public transportation for employees or customers.

SECTION G: COMMUNITY BENEFITS AND INVESTMENTS PLAN (500 points)

The cannabis business should describe the benefits the business will provide to the local community, for example by directly aiding, participating in, or funding the work of local non-profits, community-based organizations, civic organizations, or social services organizations. Benefits may be in the form of volunteer services, monetary donations, financial support of City-sponsored activities or organizations, in-kind donations to the City or other charitable organizations and/or any other economic incentives to the City which will help achieve the strategic policy goals of the City Council in permitting cannabis businesses in the City of Madera.

SECTION H: PROPOSED LOCATION (300 points) (Not required for Social Equity)

In addition to the location related details required in the Security Plan section of this application, the application shall include a thorough narrative description of the proposed location, including but not limited to the overall site, existing and/or proposed building(s), parking spaces, driveways, pedestrian sidewalks/rights-of-way, and neighboring businesses on the parcel. Description of floor plans and interior design are not a requirement of this section. In addition to the narrative description of the proposed locations, Applicants shall also include the following items.

1. The CBP applicant must have the appropriate zoning and meet all the locational requirements as described in MMC Section 6-5.33 and Title X.
2. The application shall include photographs of the front (street facing) side of the building. In the event the proposed location is undeveloped land, photographs shall depict the property from all vantage points of the property.
3. The application must include a (Site) diagram depicting all details described in the narrative description of the proposed location. The diagram required for this section need not include a description of any building interior, floor plan or security detail.

Attachment 2

Application Procedure Guidelines and Review Criteria for a Commercial Cannabis Business Permit (Social Equity Applications)



City of Madera

Community Development Department
205 W. 4th Street
Madera, CA 93637
Phone: 559.661.5400
Email: Cannabis@Madera.gov

APPLICATION PROCEDURE GUIDELINES AND REVIEW CRITERIA FOR A COMMERCIAL CANNABIS BUSINESS PERMIT (SOCIAL EQUITY APPLICATIONS)

Application Period
OPENS – TBD, 2021
CLOSES – TBD, 2021

These Procedure Guidelines apply solely to Social Equity Applications. Separate Procedure Guidelines and Review Criteria apply to Standard and to Vertical Integration Applications.

Information regarding the Commercial Cannabis Business (CCB) Application process can be found on the City's website at <https://www.madera.gov>, and includes the following:

- Application Procedures Guidelines and Review Criteria
- City of Madera Municipal Code (MMC) Chapter 6-5
- City of Madera Municipal Code (MMC) Title X, Chapter 3 (Zoning Regulations)
- Financial Responsibility, Indemnity and Consent to Inspection Terms Agreement
- Background Check Portal Link
- Commercial Cannabis Business (CCB) Permit Application
- Ownership Acknowledgement Form

To be considered for issuance of a Cannabis Business Permit, final applications must be submitted to the Community Development Department located at the address listed on these procedures by the deadline. There will be no exceptions. These Procedure Guidelines and Review Criteria (hereafter referred to as "Procedures." constitute the application process and are adopted pursuant to the Madera Municipal Code (MMC) Section 6-5.13 and Title X, Chapter 3 (Zoning Regulations).

During this application period the City will be allowing up to six (6) Standard retail, two (2) Social Equity retail and an unlimited number of cultivation, manufacturing, distribution, microbusinesses, and Vertically Integrated permits in the City of Madera.

Applicants should monitor the City's web page for any additional information, FAQs, or updates. It is the responsibility of the Applicant to stay informed of this information.

SOCIAL EQUITY APPLICANT ELIGIBILITY

Pursuant to the City Council's Social Equity Policy for Cannabis Businesses, applicants who are applying as Social Equity applicant must first be evaluated to verify their eligibility in accordance with the City's eligibility criteria, (see Appendix B) before any substantive review of their application can occur. Social Equity applicants must identify themselves as such at the outset by checking the appropriate box on the Commercial Cannabis Business Application. Should it be determined that the Applicant be deemed not

eligible for a Social Equity Application will then be given the option to submit their application as a Standard or Vertically Integrated Applicant or withdraw from the process when notified by the City staff.

ORIENTATION “KICK OFF” MEETING

The City will hold a virtual Orientation “Kick Off” Meeting on Wednesday, September 8, 2021 at 1:00 pm. Pre-registration for the Orientation Meeting is required however, attendance at the Orientation Meeting is not required to apply for a Cannabis Business Permit. The registration link is available on the City’s website at <https://www.madera.gov/Cannabis-Information>.

AMENDMENTS TO THE SOCIAL EQUITY APPLICATION

Applicants will not be allowed to make amendments to their application or to supplement their application, except as otherwise specifically permitted in these procedures, or posted on the City’s website as a clarification update, or as authorized in writing by the City Manager or his/her designee.

During Phase IB, City staff and the Consultant will conduct a preliminary evaluation of the applications for completeness and will reject any application that is missing a major component (for example, a Security Plan), notifying the applicant by email that they have been disqualified.

For those Applications which are missing essential information the primary contact will be notified by email if their application is found to be missing minor requirements (for example, signatures/dates on forms, proof of payment receipts, scanned pages in one of the scoring criteria documents, or incorrect formatting or organization of files). If this is the case, the Applicant may be granted five days from the date of the email to submit the required supplemental information. Should you receive an email from the City we ask that you confirm receipt of it immediately. If the City does not get confirmation from your primary contact within two days, it may, but is not required to, make an attempt to notify the primary contact by phone in case the email went into the recipient’s spam folder unnoticed. However, please note should this be the case you will not be provided additional time to complete the curing process so make sure you monitor your incoming or spam email carefully. Furthermore, you may not submit any additional information other than what was requested to cure the minor requirements. Finally, an applicant will be notified if their application is incomplete or if there is any other reason for which they will not be moving forward in the application process.

LIMITATIONS ON MULTIPLE APPLICATIONS

Applicants possessing an ownership interest of ten percent (10%), or more, in a retail, microbusiness, or vertically integrated cannabis permit application shall be limited to submitting only one application which includes retail during this initial process regardless. In order to ensure compliance with the ownership interest concerns every owner on the application which meets the criteria listed in Section 6-5.06 (T) will be required to complete the Ownership Acknowledgement form which is provided on the City’s website. However, there will be no limitations on any other permit type which are permitted in the City, (i.e., cultivation, manufacturing, distribution, and testing labs). In addition, the City will only accept a maximum of two of any combination of retail, microbusiness, or vertically integrated application Zoning Verification Letters (ZVL) per property (APN). Furthermore, without exception only one retail, microbusiness or vertically integrated Applicant will be issued a retail permit per location by the City Council in Phase IV and so each Applicant should keep that in mind when selecting a location for their business in which there is more than one Applicant.

CITY’S RESERVATION OF RIGHTS

The City reserves the right to reject any and/or all applications, with or without cause or reason. The City may modify, postpone, or cancel the request for a CCB permit without liability, obligation, or commitment to any party, firm, or organization. In addition, the City reserves the right to request and obtain additional information from any Applicant submitting an application in order to conduct a complete review of the application or an investigation into the truthfulness of the statements set forth in the application or provided at any stage of the application process and if it is not fully responsive to this request for a CCB application.

APPLICATION PROCESS

This application process is adopted pursuant to MMC Section 6-5.13. Review the information regarding the application process and which documents you will need. Before submitting your application, review your application in its entirety to ensure that it is complete and accurate. Review the information regarding the Cannabis Business Permit application process for a CCB on the City webpage provided on page one.

APPLICATION SUBMITTAL REQUIREMENTS

Applications must respond to all requirements outlined in the “Application Procedures & Guidelines for a Cannabis Business Permit.” Applicants must submit all required application materials together in one complete comprehensive application package. This can be done in person, by U.S. Mail, or by common carrier delivery service (e.g. FED EX, UPS, etc.) as long as it is a complete application. The application process must be secured in an envelope or box addressed as follows:

Community Development Director
Attn: Cannabis Application Process
City of Madera
205 W. Fourth Street
Madera, CA 93637

The application package must include all the following documents with original signatures for each document as outlined below.

Due September 20, 2021

Phase 1A- Cannabis Business Permit Application (pages 1-3) (Equity Only) to be used for eligibility review. Applications must be received by the Community Development Department by 4:00 pm on September 20, 2021. Applications that do not meet this deadline will no longer be eligible to apply as a Social Equity Applicant but may apply as a Standard or Vertically Integrated Applicant in accordance with those procedures established for those processes.

Due TBD, 2021

Phase 1B Applications must be received by the Community Development Department by 4:00 pm on TBD, 2021. LATE APPLICATIONS WILL BE REJECTED.

Phase 1B-Items

- (a) Cannabis Business Permit Application; (**This item is required for Phase 1A and 1B**)
- (b) Financial Responsibility, Indemnity and Consent to Inspection Terms Agreement;
- (c) Agreement on Limitations of City's Liability and Indemnification to City;
- (d) Application fee and Background Check fee(s); and
- (e) Owner Acknowledgment Agreement

Furthermore, an application RISKS BEING REJECTED for the following reasons:

1. It is not responsive to this Cannabis Business Permit application and the Procedure Guidelines for a Cannabis Business Permit.
2. The issuance of the Cannabis Business Permit for the proposed location does not comply with State law, MMC Section 6-5.33 and/or Title X , Chapter 3 (Zoning Code Regulations).

FLASH DRIVE CONTENT

In addition, all Applicants must submit a USB flash drive containing one complete copy of the application package per the requirements as outlined in the below format. The application package and application fees must be received by the Community Development Department at the same time.

Responses to the Evaluation Criteria (Sections A-G found in Appendix A of the Application Procedures & Guidelines) shall be limited to 200 pages. Responses pertaining to Backgrounds, Proof of Capitalization, Zoning Verification Letter, and Property Owner Consent/Lease Agreements, Property Owner/Landlord Affidavit, Owner Acknowledgement Agreement shall not be included in the 200-page limitation. Those responses should be saved in PDF files that are separate from the Evaluation Criteria (see below).

All materials must be submitted on a USB flash drive in a PDF format in the following files. You must submit the files in the correct format and organized correctly or your application may be rejected.

- PDF File #1 – Cannabis Business Permit Application (pages 1-3), Financial Responsibility, Indemnity and Consent to Inspection Terms Agreement (pages F1-F3), Agreement on Limitations of City Liability, and Certification, Assurances, Warranties, and Indemnification to City (pages F4-F6), proof of insurance or a letter of insurability; and Owners Acknowledgement Agreement. All copied documents shall display required signatures to be deemed complete.
- PDF File #2 – Evaluation Criteria (Responses to Sections A-G of Appendix A limited to 200 pages)
- PDF File #3 – Background Check documentation (All required documents for each owner). Upon submission of the online background application, Applicants will receive an email confirmation. This confirmation needs to be printed, scanned, and included within PDF File #3.
- PDF File #4 – Proof of Capitalization (Appropriate bank statements, loan documents, promissory notes, financial and commitment letters)
- PDF File #5 – Zoning Verification Letter (ZVL) which shows the correct location, unit, space, or suite number in the building being used. Proof of Insurance or a letter showing proof of insurability by a qualified insurance company which shows the location being insured in City of Madera, the type of activity being insured, and the name of the business being insured. Copies from another business location in another city owned by the Applicant will not be accepted.

CRIMINAL BACKGROUND CHECK

Each Owner as defined in Section 6-5.06 (T) must undergo a criminal history background check to demonstrate they do not provide “good cause” for denial per MMC Sections 6-5.08 and 6-5.38K. The background check will be used to help verify the Social Equity eligibility requirements and ensure that the applicants meet the criteria. Owners who do not meet the criminal history eligibility requirements of Section 6-5.38K will be disqualified. The background form can be found online at https://hdlcompanies.formstack.com/forms/bc_maderacity.

In addition, each successful applicant will be asked to submit to a Live Scan as part of the background check as determined by the Chief of Police. Prior to being issued a permit the Applicant's primary contact will be notified by email with the instructions on how to schedule the Live Scan appointment.

The initial background check fee for each owner shall be \$300.00. This process will be required to meet the minimum threshold qualifications pursuant to MMC Section 6-5.38K. The results of the background check along with the City-issued Zoning Verification Letter must be included with the CCB Application (Phase I).

ZONING VERIFICATION LETTER (ZVL)

Prior to submitting a CCB application (Phase I), an Applicant must obtain a Zoning Verification Letter from the Community Development Department. To secure this letter, an Applicant must make a written request to the Community Development Department which should specify the intended use of the building (i.e., Cultivation, Manufacturing, Distribution, Retail, Microbusiness or Vertically Integrated), and the proposed building location. Please advise the City if you currently occupy the premises or if there is a tenant currently occupying the premises and what type of business activity is being conducted.

The issuance of a ZVL does not constitute written evidence of permission given by the City or any of its officials to operate a cannabis business, nor does it establish a "permit" within the meaning of the Permit Streamlining Act, nor does it create an entitlement under the Zoning or Building Code. A regulatory permit for a CCB does not constitute a permit that runs with the land on which the cannabis business is established.

FEES

All applicants will be required to submit a fee of \$X,XXX.00. This amount will be charged against time spent by City staff and the Consultant in reviewing applications and administrating the application process. Applicants are advised that they may be required to pay additional amounts as required for the sole purpose of the City's completion of the application review process. However, there will also be a separate fee for the Zoning Verification Letter (ZVL) of \$XXX.00 per site and the Background Check Fee of \$300. For the successful Applicants there will also be a Live Scan Fee of \$XX.00 prior to obtaining the Cannabis Business Permit or at a time determined by the Police Chief.

Payment must be made by a certified check, cashier's check or money order made payable to the City of Madera. Please note the City will not accept cash or credit cards and application fees are non-refundable once the City has begun reviewing the application.

APPLICATION REVIEW, SCORING AND APPROVAL PROCESS

PHASE IA: SOCIAL EQUITY REGISTRATION AND ELIGIBILITY

The Social Equity Commercial Cannabis Business License application (pages 1-3) and supporting eligibility documents shall be **due by TBD, 2021**, by 4:00 PM. Upon receiving a completed (CCB) application, City staff will review the materials to determine eligibility under the City's Council Social Equity established criteria in accordance with Appendix B of these procedures. Applicants will be notified as soon as possible if they do not qualify under the Social Equity criteria and will be given the option to apply under the Standard or Vertical Integrated application process respectfully or withdraw from the process.

PHASE 1B: DETERMINATION OF ELIGIBILITY

Applications will be reviewed for completeness and compliance to meet the minimum submittal requirements. The determination of eligibility will be based on the criteria outlined in these procedures and as described in Appendix A. However, the criteria will be evaluated and scored with the process adopted in these procedures in accordance with MMC Chapter 6-5.13 and may be amended as provided in MMC Section 6-5.49 A & C in writing for clarification to application submittal questions which will be posted in the FAQ section of the Cannabis Information webpage and shall go into full effect immediately upon being posted on the website.

PHASE II: APPLICATION EVALUATION AND REVIEW (2,700 points)

During Phase II, the City and/or consultant will review and score each application using a merit-based system. At a minimum the top ten (10) applicants who score a minimum of 90% or higher (2,430 points) in Phase II may be eligible to advance to Phase III. However, the City may at its sole discretion select more than ten (10) applicants based on the quantity and the overall quality of applications the City receives. Notice of the results of Phase II will be provided in writing via email to the primary contact listed on the application.

See APPENDIX A for a description of the evaluation criteria:

- Section A. Business Plan (400 points)
- Section B. Labor, Equity, Diversity, and Inclusion Plan (400 points)
- Section C. Safety Plan (300 points)
- Section D. Security Plan (300 points)
- Section E. Qualifications of Owners (400 Points)
- Section F. Neighborhood Compatibility (400 Points)
- Section G. Community Benefits and Investments Plan (500 Points)

PHASE III: PUBLIC MEETING

Upon the completion of Phase II, the City Manager or his/her designee will tabulate the scores of all applicants from Phase II to create a final ranking which will be used to form the basis for determining who will be invited to participate in the Public Meeting and subsequently presented to the City Council for final consideration. Should there be a tie in any scoring, the City Manager shall force rank each of the applicants who participated in Phase II, in order to establish an eligibility list and therefore the decision on who moves on will not be solely determined by the scores alone.

The Public Meeting will be set to allow concerns of residents, businesses, and community organizations alike to be brought before the City. The City staff will conduct the Public Meeting pursuant to MMC Section 6-5.14 prior to presenting a report of its findings along with the final rankings to be presented to the City Council. Those applicants selected to participate in the Public Meeting will be invited to attend and will be given an opportunity to address any concerns from the public presentation.

In addition, since the location will not be a scored criteria for the Social Equity process Applicants which are eligible to participate in Phase III shall be given the opportunity to request a new location for their business application from any property which has qualified under the Standard, Social Equity or Vertically Integrated process and will not be used by any Applicant still in the running for Phase III, or which was subsequently not awarded a permit by the City Council in Phase IV. However, if Applicant switches properties, it must be done prior to participating in Phase III and Phase IV in order to allow for proper vetting at the Public Meeting and by the City Council's during the final selection.

PHASE IV: CITY COUNCIL INTERVIEWS AND FINAL DECISION

Upon the completion of Phase III, the City Manager will present to the City Council the top Applicants that will be interviewed by the Council in order to make a final determination as to which applicant(s) will be awarded a CCB permit. Each Applicant should be prepared to conduct a brief presentation in order to be interviewed by the City Council. Further details as to date, time, place, and length of presentation will be provided prior to the City Council interviews.

After the City Council has made a determination as to who if any Applicants will be awarded a CCB permit and as a condition of issuance of the regulatory permit, the operator of each cannabis facility shall enter into a Community Benefit Agreement with the City setting forth the terms and conditions under which the cannabis facility will operate that are in addition to the requirements of Chapter 6-5.37.C, including, but not limited to community benefits such as public outreach and education, community service, payment of fees and other charges as mutually agreed, and such other terms and conditions that will protect and promote the public health, safety and welfare.

In addition, any community benefits that a commercial cannabis business agrees to provide shall be incorporated into the terms and conditions under which the commercial cannabis business will operate with the City of Madera's approval, if and when a Community Benefit Agreement is executed. Upon successfully negotiations in this phase of the process the Applicant will then be authorized to proceed to apply for both a land use (conditional use) permit and a business license and related approvals.

Any Applicant wishing to appeal Phase I and Phase II of the Application Process may appeal to the City Manager or appointed hearing officer depending on the type of appeal requested within ten (10) days of the Applicant receiving a notice that they will not move forward in the application process or be issued a permit. Such appeals shall comply with the requirements of MMC Sections 6-5.20 through 6-5.26. Any decision made by the City Council as to who is awarded a cannabis business permit shall be final.

NOTE: Being awarded a CCB permit does not constitute a land use entitlement and does not waive or remove the requirements of applying for and receiving permits for all construction including: electrical, plumbing, fire, Community Development Department permits or reviews, and any other permits, licenses, or reviews as deemed necessary by the relevant departments or governmental entities in charge of said permits. Nor does the award of a CCB permit guarantee that the plans submitted via the CCB application process meet the standards or requirements in MMC Title X, Chapter 3 and any other permit requirements from other City departments or agencies.

CONTACT

If you have any questions or would like an update on the status of your application, please contact the Community Development Department at 559.661.5400 or by email at Cannabis@madera.gov.

APPENDIX A: EVALUATION CRITERIA

The City is a public agency subject to the California Public Records Act (“CPRA”). In the event a request for information under the CPRA seeks disclosure of application materials marked by Applicant as “Confidential Information,” the City will make reasonable efforts to provide notice to Applicant prior to such disclosure to allow Applicant to seek a protective order, injunctive relief, or other appropriate remedy. If Applicant contends any designated application materials are exempt from the CPRA and wishes to prevent disclosure, it is required, at its own cost, liability, and expense to obtain a protective order, injunctive relief or other appropriate remedy from a court having jurisdiction over the matter at least two (2) days before City’s deadline to respond to the CPRA request. If Applicant fails to obtain such a remedy before the deadline for the City’s response to the CPRA request, the City will disclose the requested information and shall not be liable or responsible for such disclosure.

SECTION A: BUSINESS PLAN (400 points)

1. Finances* – A budget for construction, operations, maintenance, compensation of employees, equipment, property lease, security equipment and staff, City fees, state fees, utility costs, product purchases and other anticipated contingency costs. The budget must demonstrate sufficient capital in place to pay startup costs and at least three months of operating costs, as well as a description of the sources and uses of funds.
 - A. Proof of capitalization, in the form of documentation of cash or other liquid assets on hand, Letters of Credit or other equivalent assets which can be verified by the City.
 - B. A pro forma for at least three years of operations.
 - C. A schedule for beginning operation, including a narrative outlining any proposed construction and improvements and a timeline for completion.
2. Daily Operations - The Business Plan should describe the day-to-day operations which meet industry best practices for the type of cannabis business you are applying.
 - 2.1 Describe the day-to-day operations if you are applying for a RETAIL permit. This should include at a minimum the following criteria:
 - A. Describe customer check-in procedures.
 - B. Identify location and procedures for receiving deliveries during business hours.
 - C. Identify the name of the Point-of-sale system to be used and the number of Point-of-Sale locations.
 - D. Estimate the number of customers to be served per hour/day.
 - E. Describe the proposed product line to be sold and estimate the percentage of sales of flower and manufactured products.
 - F. If proposed, describe delivery service procedures, number of vehicles and product security during transportation.
 - G. How the Cannabis Business will conform to local and state laws. See MMC Sections 6-5.40 and Title X as they pertain to retail establishments in the City of Madera.
 - H. How cannabis and cannabis products will be tracked and monitored to prevent diversion. Describe the Point-of-Sale system to be used and how it will interact with the state’s mandated track and trace system.
 - 2.2 Describe the day-to-day operations if you are applying for a DISTRIBUTION permit. This should include at a minimum the following criteria:
 - A. Identify the number of delivery drivers, hours of delivery and vehicles to be used.
 - B. Describe the transportation security procedures.
 - C. Describe how inventory will be received, processed, stored, and secured in the permitted premises.
 - D. Describe the quality control procedures designed to ensure all cannabis is properly packaged, labeled, and tested.
 - E. How the Cannabis Business will conform to local and state laws. See MMC 6-5.43 and Title X as they pertain to Distribution.

2.3 Describe the day-to-day operations if you are applying for a MANUFACTURING permit.

This should include at a minimum the following criteria:

- A. Identify all cannabis products manufactured within the permitted premises.
- B. Describe quality control procedures.
- C. Describe inventory control procedures.
- D. Describe the extraction process, equipment and room in which extractions will be conducted.
- E. Provide detail as to whether the extraction equipment has been reviewed and certified by a Professional Engineer or Certified Industrial Hygienist.
- F. Describe the sanitation procedures.
- G. How the Cannabis Business will conform to local and state laws. See MMC 6-5.45 and Title X, as they pertain to Manufacturing.

2.4 Describe the day-to-day operations if you are applying for a TESTING permit. This should include at a minimum the following criteria:

- A. Describe the sampling standard operating procedures.
- B. Describe procedures for transporting cannabis field samples.
- C. Describe the chain of custody for field samples.
- D. Describe the quality control procedures.
- E. Describe the Laboratory Supervisor/Manager responsibilities and qualifications.
- F. Identify location and procedures for storing cannabis products.
- G. Describe how the cannabis business will conform to local and State laws. See MMC 6-5.44 and Title X as they pertain to testing labs in the City of Madera.
- H. Describe how the cannabis and cannabis products will be tracked and monitored to prevent diversion.
- I. Describe the Point-of-Sale system to be used and how it will interact with the State's mandated track and trace system.

2.5 Describe the day-to-day operations if you are applying for a CULTIVATION permit. This should include at a minimum the following criteria:

- A. Identify all cannabis products processed within the permitted premises.
- B. Describe quality control procedures.
- C. Describe inventory control procedures.
- D. Describe the cultivation, drying, curing, grading, trimming, rolling, storing, packaging, and labeling of nonmanufactured processes which will be utilized for these activities.
- E. Describe the sanitation procedures in such a way as to ensure the health, safety, and welfare of the public, the employees working at the cultivation facility, visitors to the area, neighboring properties, and to ensure the security of the cannabis cultivation and processing; and to safeguard against diversion of cannabis.
- F. How the Cannabis Business will conform to local and State laws. See MMC 6-5.46 and Title X, as they pertain to cultivation and other regulated activities pertaining to this license.
- G. Describe the plan for addressing public odor nuisances that may derive from the cultivation facility.

2.6 Describe the day-to-day operations if you are applying for a MICROBUSINESS permit. This should include at a minimum the following criteria:

- A. A microbusiness license engaged in retail shall describe all the requirements in subsection 2.1 of Appendix A, Section A in accordance with CCR §5500 and applicable requirements in MMC Section 6-5.40 and Title X.
- B. A microbusiness license engaged in distribution shall describe all the requirements in subsection 2.2 of Appendix A Section A in accordance with CCR §5500 and applicable requirements in MMC Section 6-5.43 and Title X.
- C. A microbusiness license engaged in manufacturing shall describe all the requirements in subsection 2.3 of Appendix A, Section A in accordance with CCR §5500 and applicable requirements in MMC Section 6-5.45 and Title X.

- D. A microbusiness license engaged in cultivation shall describe all the requirements in subsection 2.5 of Appendix A, Section A in accordance with CCR §5500 and applicable requirements in Section 6-5.46 and Title X.
- 2.7 Describe the day-to-day operations if you are applying for a VERTICALLY INTERGATED permit. This should include at a minimum the following criteria:
- A. A vertically integrated license which is engaged in at least 20,000 square feet of canopy cultivation shall describe all the requirements in subsection 2.5 of Appendix A, Section A in accordance with MMC Section 6-5.46, Title X, and all applicable state laws related to this permitted activity.
 - B. Must demonstrate that the business is owned by one business entity and complies with the definition of 6-5.06 (DD).
 - C. A vertically integrated license engaged in retail shall describe all the requirements in subsection 2.1 of Appendix A, Section A in accordance with MMC Section 6-5.40, Title X, and applicable state laws related to this permitted activity.
 - D. A vertically integrated license engaged in distribution shall describe all the requirements in subsection 2.2 of Appendix A, Section A in accordance with MMC Section 6-5.43, Title X, and all applicable state laws related to this permitted activity.
 - E. A vertically integrated license engaged in manufacturing shall describe all the requirements in subsection 2.3 of Appendix A, Section A in accordance with MMC Section 6-5.45, Title X, and all applicable state laws related to this permitted activity.

SECTION B: LABOR, EQUITY, DIVERSITY & INCLUSION PLAN (400 points)

1. The application should describe to what extent the cannabis business will adhere to heightened pay and benefits standards and practices, including recognition of the collective bargaining rights of employees in accordance with Section 6-5.13 (G).
2. Identify number of employees at initial opening and the maximum number of employees when the business is at full capacity.
3. Describe any diversity and inclusion programs that will be developed as part of the business model which embraces a rich and diverse work force with a diverse set of perspectives, work and life experiences, as well as religious and cultural differences that provide equal opportunities for employee development.
4. Identify all positions and their responsibilities.
5. Describe compensation to and opportunities for continuing education and training for employees.
6. Describe whether the cannabis business is committed to offering employees a Living Wage.
7. Briefly describe benefits provided to employees such as health care, vacation, and medical leave, to the degree they are offered as part of employment.
8. Describe to the extent to which the cannabis business will be a locally owned enterprise and the owner(s) reside within the County of Madera. In order to qualify for this criteria as a Social Equity Applicant an owner(s) must have lived in the County of Madera for at least five years prior to June 1, 2021.

SECTION C: SAFETY PLAN (300 points)

1. The detailed Safety Plan shall be prepared by a California professional fire prevention and suppression consultant.
2. This plan will describe all fire prevention and suppression measures, fire extinguisher locations, evacuation routes and alarm systems the facility will have in place.
3. Describe all accident and incident reporting procedures.
4. Describe the waste management locations and procedures.

SECTION D: SECURITY PLAN (300 points)

1. The security plan shall be prepared by a professional security consultant. This can be done with in-house staff or a consultant, but it must clearly demonstrate that it meets the professional standards requested to receive the appropriate points for each criterion in this section.
 - A. The plan should demonstrate how the cannabis business wishes to develop the floor plan and address other security issues on the property.
2. Premises Diagram: In addition to the site plans submitted for the Proposed Location (in Section H of Appendix A), a separate Premises Diagram must be included in this Security Plan section (Section D) of the application. The diagram must meet the requirements of the Bureau of Cannabis Control CCR Title 16, Division 42, §5006 Premises Diagram.
 - A. The diagram shall show the boundaries of the property and the proposed location to be licensed, showing all boundaries, dimensions, entrances and exits, interior partitions, walls, rooms, windows, and doorways, and shall include a brief statement or description of the principal activity to be conducted therein.
 - B. The diagram shall show and identify commercial cannabis activities that will take place in each area of the premises and identify all limited-access areas.
 - C. The diagram shall show where all cameras are located and assign a number to each camera for identification purposes.
 - D. The diagram should be accurate, dimensioned and to-scale (minimum scale of 1/4").
 - E. If the proposed location consists of only a portion of a property, the diagram must be labeled indicating which part of the property will be used for the licensed premises and what activities will be used for the remaining property.
3. Description of operational security, including but not limited to general security for access/visitor control, inventory control and cash handling procedures.
4. Description of perimeter security, on-site security guards, lighting, and parking.
5. Identify transportation techniques and security procedures.
6. Description of employee training and general security policies.

SECTION E: QUALIFICATION OF OWNERS (400 points)

1. Experience – Demonstrate the business owner’s experience in owning, managing, and operating a cannabis business. For purposes of this section, owner shall mean the State definition of owner in the State Business and Professions Code Section 26001 and all persons, companies, and entities that will be directing, controlling, and/or managing the day-to-day operations of the business. Evidence that prior experience was from legally permitted activities.
2. Cannabis Industry Knowledge – Demonstrate overall knowledge of the cannabis industry (as demonstrated throughout the screening application), including identification of how industry best practices and State regulations have been incorporated in existing/prior legal businesses outside the City of Madera.
3. Ownership Team – Describe the involvement of the ownership team in day-to-day operation of the business. Owner is defined based upon the State definition of owner, see Business and Professions Code Section 26001.

SECTION F: NEIGHBORHOOD COMPATIBILITY PLAN (400 points)

1. Describe how the business will proactively address and respond to complaints related to noise, light, odor, and vehicle and pedestrian traffic.
2. Describe how the business will be managed to avoid becoming a nuisance or having impacts on its neighbors and the surrounding community.
3. Describe odor mitigation practices:
 - A. Identify potential sources of odor.

- B. Describe odor control devices and techniques employed to ensure that odors from cannabis are not detectable beyond the licensed premises.
- C. Describe all proposed staff training and system maintenance plans.
- 4. Describe the waste management plan. The plan shall include waste disposal locations, security measures, methods of rendering all waste unusable and unrecognizable, and the vendor in charge of disposal.
- 5. The application should include the following information about the proposed location:
 - A. Physical address and a detailed description of the proposed location, including the overall property, building, and interior floor plan.
 - B. Description of all known nearby State and local sensitive use areas. The cannabis business must have the appropriate zoning and meet all the locational requirements as described in MMC sections 6-5.33 and Title X.
 - C. List any nearby well-traveled paths to schools and describe how the cannabis business will proactively protect the youth on these paths from exposure to the cannabis business.
 - D. Describe how the business will proactively take steps about community concerns to protect the youth generally from the impacts of the cannabis business.
 - E. Proof of ownership, lease agreement, or a Letter of Intent to Lease.
 - F. Vicinity map.
 - G. Photographs of existing site and buildings.
 - H. Evidence that the location has access to public transportation for employees or customers.

SECTION G: COMMUNITY BENEFITS AND INVESTMENTS PLAN (500 points)

The cannabis business should describe the benefits the business will provide to the local community, for example by directly aiding, participating in, or funding the work of local non-profits, community-based organizations, civic organizations, or social services organizations. Benefits may be in the form of volunteer services, monetary donations, financial support of City-sponsored activities or organizations, in-kind donations to the City or other charitable organizations and/or any other economic incentives to the City which will help achieve the strategic policy goals of the City Council in permitting cannabis businesses in the City of Madera.

SECTION H: PROPOSED LOCATION (300 points) (Not required for Social Equity)

In addition to the location related details required in the Security Plan section of this application, the application shall include a thorough narrative description of the proposed location, including but not limited to the overall site, existing and/or proposed building(s), parking spaces, driveways, pedestrian sidewalks/rights-of-way, and neighboring businesses on the parcel. Description of floor plans and interior design are not a requirement of this section. In addition to the narrative description of the proposed locations, Applicants shall also include the following items.

- 1. The CBP applicant must have the appropriate zoning and meet all the locational requirements as described in MMC Section 6-5.33 and Title X.
- 2. The application shall include photographs of the front (street facing) side of the building. In the event the proposed location is undeveloped land, photographs shall depict the property from all vantage points of the property.
- 3. The application must include a (Site) diagram depicting all details described in the narrative description of the proposed location. The diagram required for this section need not include a description of any building interior, floor plan or security detail.

APPENDIX B

I. EQUITY PERMIT PROGRAM

The Madera City Council has expressed interest in creating a Social Equity Permitting process that addresses disparities in the cannabis industry by prioritizing the victims of the war on drugs and minimizing barriers of entry into the industry. The first step in creating such a process is the establishment of the Equity Permit Application Eligibility.

- A. An “equity applicant” shall be defined as an applicant whose ownership or owner meets the following criteria:
- a. Is currently a resident of the County of Madera and has been for at least five years;
 - b. Was arrested after November 5, 1996, and convicted of a cannabis crime in Madera County, California.
 - c. Has an annual household income at or less than the Madera County Area Median as specified annually by the US Census Data for 2020. The Madera County Area Median Income for 2020 is \$57,585. The following table identifies the adjustments to the Area Median Income limits based on the household size:

Household Size	Income Limit
One person	\$ 41,979
Two people	\$ 46,644
Three people	\$ 51,827
Four people	\$ 57,585
Five people	\$ 63,344
Six people	\$ 69,678
Seven people	\$ 76,646
Eight or more	\$ 84,311

- B. Equity Applicant Verification Process
- a. An applicant’s eligibility shall be determined at Phase 1A of the Social Equity application process. If the applicant fails to qualify as an Equity Applicant, the applicant may apply for a Standard or Vertically Integrated business and be subject to those application procedure requirements respectively.
 - b. Each owner of the Social Equity application will be required to complete the Criminal Background Check on the background portal and pay the appropriate fees. The background check will be used to help verify the eligibility requirements and ensure that the applicant(s) meets the qualifications.

- c. Proof of Income
 - i. A copy of owner's federal tax returns for the past two years and at least one of the following two documents:
 - 1. Two months of pay stubs, current Profit and Loss Statement or Balance Sheet
 - 2. Proof of current eligibility for General Assistance, Food Stamps, Medical/CALWORKs or Supplemental Security Income or Social Security Disability (SSI/SSDI).
- d. Proof of Residency
 - i. Provide at least two of the following documents, evidencing five years of residency:
 - 1. California Driver's record or Identification Card record
 - 2. Property tax billing and payment records
 - 3. Verified copies of state or federal income tax returns where a Madera County address is listed as the primary address
 - 4. School records
 - 5. Medical records
 - 6. Banking records
 - 7. Madera County Housing Authority records
 - ii. Documents demonstrating residency in 2021 can be used for proof of current residency only; they will not be considered proof of a year of residency.
- e. Proof of Conviction
 - i. Proof of conviction shall be demonstrated through the following documents:
 - 1. Court records
 - 2. Probation documents
 - 3. Department of Corrections or Federal Bureau of Prisons documentation that clearly indicates the arrest occurred in Madera County.

C. Definition of Owner: For purposes of Section A and B of the Social Equity Program a "Owner" shall be defined as an individual or entity who was identified as owning 51% or more of the Social Equity Application applying for a Commercial Cannabis Business Permit (CCB). The individual or entity must own at least 51% of the business entity submitting the cannabis application. If 51% or more of the ownership of the CCB is held by an entity, that entity must be the same entity requesting the CCB application.

Attachment 3

Application Procedure Guidelines and Review Criteria for a Commercial Cannabis Business Permit (Vertical Integration Applications)



City of Madera

Community Development Department
205 W. 4th Street
Madera, CA 93637
Phone: 559.661.5400
Email: Cannabis@Madera.gov

APPLICATION PROCEDURE GUIDELINES AND REVIEW CRITERIA FOR A COMMERCIAL CANNABIS BUSINESS PERMIT (VERTICALLY INTEGRATED, CULTIVATION, DISTRIBUTION, MANUFACTURING, TESTING LABS APPLICATIONS)

Application Period
OPENS –TBD, 2021
CLOSES – TBD, 2021

These Procedure Guidelines apply solely to Vertically Integrated and Unlimited Applications. Separate Procedure Guidelines and Review Criteria apply to Social Equity and Standard applications.

Information regarding the Commercial Cannabis Business (CCB) Application process can be found on the City's website at <https://www.madera.gov> and includes the following:

- Application Procedures Guidelines and Review Criteria
- City of Madera Municipal Code (MMC) Chapter 6-5
- City of Madera Municipal Code (MMC) Title X, Chapter 3 (Zoning Regulations)
- Financial Responsibility, Indemnity and Consent to Inspection Terms Agreement
- Background Check Portal Link
- Commercial Cannabis Business (CCB) Permit Application
- Ownership Acknowledgement Form

To be considered for issuance of a Cannabis Business Permit, final applications must be submitted to the Community Development Department located at the address listed on these procedures by the deadline. There will be no exceptions. These Procedure Guidelines and Review Criteria (hereafter referred to as "Procedures." constitute the application process and are adopted pursuant to the Madera Municipal Code (MMC) Section 6-5.13 and Title X, Chapter 3 (Zoning Regulations).

During this application period the City will be allowing up to six (6) Standard retail or Microbusinesses (w/retail), two (2) Social Equity retail or Microbusinesses (w/retail) and an unlimited number of cultivation, manufacturing, distribution, and Vertically Integrated permits in the City of Madera.

Applicants should monitor the City's web page for any additional information, FAQs, or updates. It is the responsibility of the Applicant to stay informed of this information.

ORIENTATION "KICK OFF" MEETING

The City will hold a virtual Orientation "Kick Off" Meeting on Wednesday, September 22, 2021 at 1:00 pm. Pre-registration for the Orientation Meeting is required however, attendance at the Orientation Meeting is not required to apply for a Cannabis Business Permit. The registration link is available on the City's website at <https://www.madera.gov/Cannabis-Information>.

AMENDMENTS TO THE APPLICATION

During Phase I, City staff and the Consultant will conduct a preliminary evaluation of the applications for completeness. Any amendments to the application will be in accordance with the instructions in Phase II of the application process.

LIMITATIONS ON MULTIPLE APPLICATIONS

Applicants possessing an ownership interest of ten percent (10%), or more, in a retail, microbusiness, or vertically integrated cannabis permit application shall be limited to submitting only one application which includes retail during this initial process. In order to ensure compliance with the ownership interest concerns every owner on the application which meets the criteria listed in Section 6-5.06 (T) will be required to complete the Ownership Acknowledgement form which is provided on the City's website. However, there will be no limitations on any other permit types which are permitted in the City, (i.e., cultivation, manufacturing, distribution, and testing labs). In addition, the City will only accept a maximum of two of any combination of retail, microbusiness, or vertically integrated application Zoning Verification Letters (ZVL) per property (APN). Furthermore, without exception only one retail, microbusiness or vertically integrated Applicant will be issued a retail permit per location by the City Council in Phase IV and so each Applicant should keep that in mind when selecting a location for their business in which there is more than one Applicant.

CITY'S RESERVATION OF RIGHTS

The City reserves the right to reject any and/or all applications, with or without cause or reason. The City may modify, postpone, or cancel the request for a CCB permit without liability, obligation, or commitment to any party, firm, or organization. In addition, the City reserves the right to request and obtain additional information from any Applicant submitting an application in order to conduct a complete review of the application or an investigation into the truthfulness of the statements set forth in the application or provided at any stage of the application process and if it is not fully responsive to this request for a CCB application.

APPLICATION PROCESS

This application process is adopted pursuant to MMC Section 6-5.13. Review the information regarding the application process and which documents you will need. Before submitting your application, review your application in its entirety to ensure that it is complete and accurate. Review the information regarding the Cannabis Business Permit application process for a CCB on the City webpage provided on page one.

APPLICATION SUBMITTAL REQUIREMENTS

Applications must respond to all requirements outlined in the "Application Procedures & Guidelines for a Cannabis Business Permit." Applicants must submit all required application materials together in one complete comprehensive application package. This can be done in person, by U.S. Mail, or by common carrier delivery service (e.g. FED EX, UPS, etc.) as long as it is a complete application. The application process must be secured in an envelope or box addressed as follows:

Community Development Director
Attn: Cannabis Application Process
City of Madera
205 W. Fourth Street
Madera, CA 93637

The application package must include all the following documents with original signatures for each document.

- (a) Cannabis Business Permit Application;
- (b) Financial Responsibility, Indemnity and Consent to Inspection Terms Agreement;
- (c) Agreement on Limitations of City's Liability and Indemnification to City;
- (d) Application fee and Background Check fee(s); and
- (e) Business Owner Acknowledgment Agreement
- (f) Property Owner Consent/Lease Agreement

Applications must be received by the Community Development Department by 4:00 pm on TBD, 2021. LATE APPLICATIONS WILL BE REJECTED.

Furthermore, an application RISK BEING REJECTED for the following reasons:

1. It is not responsive to this Cannabis Business Permit application and the Procedure Guidelines for a Cannabis Business Permit.
2. The issuance of the Cannabis Business Permit for the proposed location does not comply with State law, MMC Section 6-5.33 and/or Title X , Chapter 3 (Zoning Code Regulations).

FLASH DRIVE CONTENT

In addition, all Applicants must submit a USB flash drive containing one complete copy of the application package per the requirements as outlined in the below format. The application package and application fees must be received by the Community Development Department at the same time.

Responses to the Evaluation Criteria (Sections A-H found in Appendix A of the Application Procedures & Guidelines) shall be limited to 200 pages. Responses pertaining to Backgrounds, Proof of Capitalization, Zoning Verification Letter, and Property Owner Consent/Lease Agreement, Property Owner/Landlord Affidavit, Owner Acknowledgement Agreement shall not be included in the 200-page limitation. Those responses should be saved in PDF files that are separate from the Evaluation Criteria (see below).

All materials must be submitted on a USB flash drive in a PDF format in the following files. You must submit the files in the correct format and organized correctly or your application may be rejected.

- PDF File #1 – Cannabis Business Permit Application (pages 1-3), Financial Responsibility, Indemnity and Consent to Inspection Terms Agreement (pages F1-F3), Agreement on Limitations of City Liability, and Certification, Assurances, Warranties, and Indemnification to City (pages F4-F6), proof of insurance or a letter of insurability; Business Owners Acknowledgement Agreement and Property Owners Consent/Lease Agreement. All copied documents shall display required signatures to be deemed complete.
- PDF File #2 – Evaluation Criteria (Responses to Sections A-H of Appendix A limited to 200 pages)
- PDF File #3 – Background Check documentation (All required documents for each owner). Upon submission of the online background application, Applicants will receive an email confirmation. This confirmation needs to be printed, scanned, and included within PDF File #3.

- PDF File #4 – Proof of Capitalization (Appropriate bank statements, loan documents, promissory notes, financial and commitment letters)
- PDF File #5 – Zoning Verification Letter (ZVL) which shows the correct location, unit, space, or suite number in the building being used. Proof of Insurance or a letter showing proof of insurability by a qualified insurance company which shows the location being insured in City of Madera, the type of activity being insured, and the name of the business being insured. Copies from another business location in another city owned by the Applicant will not be accepted.

CRIMINAL BACKGROUND CHECK

Each Owner as defined in Section 6-5.06 (T) must undergo a criminal history background check to demonstrate they do not provide “good cause” for denial per MMC Sections 6-5.08 and 6-5.38K. Owners who do not meet the criminal history eligibility requirements of Section 6-5.38K will be disqualified. The background form can be found online at https://hdlcompanies.formstack.com/forms/bc_maderacity.

In addition, each successful applicant will be asked to submit to a Live Scan as part of the background check as determined by the Chief of Police. Prior to being issued a permit the Applicant’s primary contact will be notified by email with the instructions on how to schedule the Live Scan appointment.

The initial background check fee for each owner shall be \$300.00. This process will be required to meet the minimum threshold qualifications pursuant to MMC Section 6-5.38K. The results of the background check along with the City-issued Zoning Verification Letter must be included with the CCB Application (Phase I).

ZONING VERIFICATION LETTER (ZVL)

Prior to submitting a CCB application (Phase I), an Applicant must obtain a Zoning Verification Letter from the Community Development Department. To secure this letter, an Applicant must make a written request to the Community Development Department which should specify the intended use of the building (i.e., Cultivation, Manufacturing, Distribution, Retail, Microbusiness or Vertically Integrated), and the proposed building location. Please advise the City if you currently occupy the premises or if there is a tenant currently occupying the premises and what type of business activity is being conducted.

The issuance of a ZVL does not constitute written evidence of permission given by the City or any of its officials to operate a cannabis business, nor does it establish a “permit” within the meaning of the Permit Streamlining Act, nor does it create an entitlement under the Zoning or Building Code. A regulatory permit for a CCB does not constitute a permit that runs with the land on which the cannabis business is established.

FEES

All applicants will be required to submit a fee of \$X,XXX.00. This amount will be charged against time spent by City staff and the Consultant in reviewing applications and administering the application process. Applicants are advised that they may be required to pay additional amounts as required for the sole purpose of the City’s completion of the application review process. However, there will also be a separate fee for the Zoning Verification Letter (ZVL) of \$XXX.00 per site and the Background Check Fee of \$300. For the successful Applicants there will also be a Live Scan Fee of \$XX.00 prior to obtaining the Cannabis Business Permit or at a time determined by the Police Chief.

Payment must be made by a certified check, cashier’s check or money order made payable to the City of Madera. Please note the City will not accept cash or credit cards and application fees are non-refundable once the City has begun reviewing the application.

APPLICATION REVIEW, SCORING AND APPROVAL PROCESS

PHASE I: DETERMINATION OF ELIGIBILITY

Applications will be reviewed for completeness and compliance to meet the minimum submittal requirements. The determination of eligibility will be based on the criteria outlined in these procedures and as described in Appendix A. However, the criteria will be evaluated and scored with the process adopted in these procedures in accordance with MMC Chapter 6-5.13 and may be amended as provided in MMC Section 6-5.49 A & C in writing for clarification to application submittal questions which will be posted in the FAQ section of the Cannabis Information webpage and shall go into full effect immediately upon being posted on the website.

PHASE II: APPLICATION EVALUATION AND REVIEW (3,000 points)

Application will be evaluated and scored on a pass/fail process based on the review criteria listed below. See Appendix A for a detailed description of the evaluation criteria:

- Section A. Business Plan (400 points)
- Section B. Labor, Equity, Diversity, and Inclusion Plan (400 points)
- Section C. Safety Plan (300 points)
- Section D. Security Plan (300 points)
- Section E - Qualifications of Owners (400 Points)
- Section F - Neighborhood Compatibility (400 Points)
- Section G - Community Benefits and Investments Plan (500 Points)
- Section H - Proposed Location (300 Points)

Those applications which score a minimum of 80% (2,400) in Phase II will move on to Phase III of the application process. However, should it be determined to be deficient and not meeting the minimum score of 80% the Applicant will be notified of what areas of the application needs to be cured. In order to receive a passing score, the Applicant will need to resubmit those sections of the required criteria deemed to be deficient and these materials need to be submitted all at the same time.

Should the Applicant fail to meet the requirements the second time they will be disqualified. In situations that this occurs the Applicant may reapply but will be subject to a new application fee. Any Applicant which fails to successfully pass the application process the second time will be given up to (60) days to reapply and will only be given one more chance to pass.

PHASE III: PUBLIC MEETING

For those Applicants which pass Phase II they will be invited to participate in the Public Meeting and subsequently presented to the City Council. The Public Meeting will be set to allow concerns of residents, businesses, and community organizations alike to be brought before the City. The City staff will conduct the Public Meeting pursuant to MMC Section 6-5.14 prior to presenting a staff report of its findings and its final recommendation to the City Council to award or deny the permits. Those applicants selected to participate in the Public Meeting will be invited to attend and will be given an opportunity to address any concerns from the public presentation.

PHASE IV: CITY MANAGERS REPORT AND CITY COUNCILS' FINAL DECISION

Upon the completion of Phase III, the City Manager will prepare a staff report and recommendation to be presented to the City Council. However, in this process Applicants will not be asked to conduct a presentation but they should be prepared to attend the scheduled City Council meeting in order to respond to questions. Further details as to date, time, place, will be provided to the Applicants prior to the City Council meeting.

After the City Council has made a determination as to who if any Applicants will be awarded a CCB permit and as a condition of issuance of the regulatory permit, the operator of each cannabis facility shall enter into a Community Benefit Agreement with the City setting forth the terms and conditions under which the cannabis facility will operate that are in addition to the requirements of Chapter 6-5.37.C, including, but not limited to community benefits such as public outreach and education, community service, payment of fees and other charges as mutually agreed, and such other terms and conditions that will protect and promote the public health, safety and welfare.

In addition, any community benefits that a commercial cannabis business agrees to provide shall be incorporated into the terms and conditions under which the commercial cannabis business will operate with the City of Madera's approval, if and when a Community Benefit Agreement is executed. Upon successfully negotiations in this phase of the process the Applicant will then be authorized to proceed to apply for a related planning permit approvals and a business license.

Any Applicant wishing to appeal Phase I through Phase III of the Application Process may appeal to the City Manager or appointed hearing officer depending on the type of appeal requested within ten (10) days of the Applicant receiving a notice that they will not move forward in the application process or be issued a permit. Such appeals shall comply with the requirements of MMC Sections 6-5.20 through 6-5.26.

NOTE: Being awarded a CCB permit does not constitute a land use entitlement and does not waive or remove the requirements of applying for and receiving permits for all construction including: electrical, plumbing, fire, Community Development Department permits or reviews, and any other permits, licenses, or reviews as deemed necessary by the relevant departments or governmental entities in charge of said permits. Nor does the award of a CCB permit guarantee that the plans submitted via the CCB application process meet the standards or requirements in MMC Title X, Chapter 3 and any other permit requirements from other City departments or agencies.

CONTACT

If you have any questions or would like an update on the status of your application, please contact the Community Development Department at 559.661.5400 or by email at Cannabis@madera.gov.

APPENDIX A: EVALUATION CRITERIA

The City is a public agency subject to the California Public Records Act (“CPRA”). In the event a request for information under the CPRA seeks disclosure of application materials marked by Applicant as “Confidential Information,” the City will make reasonable efforts to provide notice to Applicant prior to such disclosure to allow Applicant to seek a protective order, injunctive relief, or other appropriate remedy. If Applicant contends any designated application materials are exempt from the CPRA and wishes to prevent disclosure, it is required, at its own cost, liability, and expense to obtain a protective order, injunctive relief or other appropriate remedy from a court having jurisdiction over the matter at least two (2) days before City’s deadline to respond to the CPRA request. If Applicant fails to obtain such a remedy before the deadline for the City’s response to the CPRA request, the City will disclose the requested information and shall not be liable or responsible for such disclosure.

SECTION A: BUSINESS PLAN (400 points)

1. Finances* – A budget for construction, operations, maintenance, compensation of employees, equipment, property lease, security equipment and staff, City fees, state fees, utility costs, product purchases and other anticipated contingency costs. The budget must demonstrate sufficient capital in place to pay startup costs and at least three months of operating costs, as well as a description of the sources and uses of funds.
 - A. Proof of capitalization, in the form of documentation of cash or other liquid assets on hand, Letters of Credit or other equivalent assets which can be verified by the City.
 - B. A pro forma for at least three years of operations.
 - C. A schedule for beginning operation, including a narrative outlining any proposed construction and improvements and a timeline for completion.
2. Daily Operations - The Business Plan should describe the day-to-day operations which meet industry best practices for the type of cannabis business you are applying.
 - 2.1 Describe the day-to-day operations if you are applying for a RETAIL permit. This should include at a minimum the following criteria:
 - A. Describe customer check-in procedures.
 - B. Identify location and procedures for receiving deliveries during business hours.
 - C. Identify the name of the Point-of-sale system to be used and the number of Point-of-Sale locations.
 - D. Estimate the number of customers to be served per hour/day.
 - E. Describe the proposed product line to be sold and estimate the percentage of sales of flower and manufactured products.
 - F. If proposed, describe delivery service procedures, number of vehicles and product security during transportation.
 - G. How the Cannabis Business will conform to local and state laws. See MMC Sections 6-5.40 and Title X as they pertain to retail establishments in the City of Madera.
 - H. How cannabis and cannabis products will be tracked and monitored to prevent diversion. Describe the Point-of-Sale system to be used and how it will interact with the state’s mandated track and trace system.
 - 2.2 Describe the day-to-day operations if you are applying for a DISTRIBUTION permit. This should include at a minimum the following criteria:
 - A. Identify the number of delivery drivers, hours of delivery and vehicles to be used.
 - B. Describe the transportation security procedures.
 - C. Describe how inventory will be received, processed, stored, and secured in the permitted premises.

- D. Describe the quality control procedures designed to ensure all cannabis is properly packaged, labeled, and tested.
 - E. How the Cannabis Business will conform to local and state laws. See MMC 6-5.43 and Title X as they pertain to Distribution.
- 2.3 Describe the day-to-day operations if you are applying for a MANUFACTURING permit. This should include at a minimum the following criteria:
- A. Identify all cannabis products manufactured within the permitted premises.
 - B. Describe quality control procedures.
 - C. Describe inventory control procedures.
 - D. Describe the extraction process, equipment and room in which extractions will be conducted.
 - E. Provide detail as to whether the extraction equipment has been reviewed and certified by a Professional Engineer or Certified Industrial Hygienist.
 - F. Describe the sanitation procedures.
 - G. How the Cannabis Business will conform to local and state laws. See MMC 6-5.45 and Title X, as they pertain to Manufacturing.
- 2.4 Describe the day-to-day operations if you are applying for a TESTING permit. This should include at a minimum the following criteria:
- A. Describe the sampling standard operating procedures.
 - B. Describe procedures for transporting cannabis field samples.
 - C. Describe the chain of custody for field samples.
 - D. Describe the quality control procedures.
 - E. Describe the Laboratory Supervisor/Manager responsibilities and qualifications.
 - F. Identify location and procedures for storing cannabis products.
 - G. Describe how the cannabis business will conform to local and State laws. See MMC 6-5.44 and Title X as they pertain to testing labs in the City of Madera.
 - H. Describe how the cannabis and cannabis products will be tracked and monitored to prevent diversion.
 - I. Describe the Point-of-Sale system to be used and how it will interact with the State's mandated track and trace system.
- 2.5 Describe the day-to-day operations if you are applying for a CULTIVATION permit. This should include at a minimum the following criteria:
- A. Identify all cannabis products processed within the permitted premises.
 - B. Describe quality control procedures.
 - C. Describe inventory control procedures.
 - D. Describe the cultivation, drying, curing, grading, trimming, rolling, storing, packaging, and labeling of nonmanufactured processes which will be utilized for these activities.
 - E. Describe the sanitation procedures in such a way as to ensure the health, safety, and welfare of the public, the employees working at the cultivation facility, visitors to the area, neighboring properties, and to ensure the security of the cannabis cultivation and processing; and to safeguard against diversion of cannabis.
 - F. How the Cannabis Business will conform to local and State laws. See MMC 6-5.46 and Title X, as they pertain to cultivation and other regulated activities pertaining to this license.
 - G. Describe the plan for addressing public odor nuisances that may derive from the cultivation facility.
- 2.6 Describe the day-to-day operations if you are applying for a MICROBUSINESS permit. This should include at a minimum the following criteria:
- A. A microbusiness license engaged in retail shall describe all the requirements in subsection 2.1 of Appendix A, Section A in accordance with CCR §5500 and applicable requirements in MMC Section 6-5.40 and Title X.
 - B. A microbusiness license engaged in distribution shall describe all the requirements in subsection 2.2 of Appendix A Section A in accordance with CCR §5500 and applicable requirements in MMC Section 6-5.43 and Title X.

- C. A microbusiness license engaged in manufacturing shall describe all the requirements in subsection 2.3 of Appendix A, Section A in accordance with CCR §5500 and applicable requirements in MMC Section 6-5.45 and Title X.
 - D. A microbusiness license engaged in cultivation shall describe all the requirements in subsection 2.5 of Appendix A, Section A in accordance with CCR §5500 and applicable requirements in Section 6-5.46 and Title X.
- 2.7 Describe the day-to-day operations if you are applying for a VERTICALLY INTERGATED permit. This should include at a minimum the following criteria:
- A. A vertically integrated license which is engaged in at least 20,000 square feet of canopy cultivation shall describe all the requirements in subsection 2.5 of Appendix A, Section A in accordance with MMC Section 6-5.46, Title X, and all applicable state laws related to this permitted activity.
 - B. Must demonstrate that the business is owned by one business entity and complies with the definition of 6-5.06 (DD).
 - C. A vertically integrated license engaged in retail shall describe all the requirements in subsection 2.1 of Appendix A, Section A in accordance with MMC Section 6-5.40, Title X, and applicable state laws related to this permitted activity.
 - D. A vertically integrated license engaged in distribution shall describe all the requirements in subsection 2.2 of Appendix A, Section A in accordance with MMC Section 6-5.43, Title X, and all applicable state laws related to this permitted activity.
 - E. A vertically integrated license engaged in manufacturing shall describe all the requirements in subsection 2.3 of Appendix A, Section A in accordance with MMC Section 6-5.45, Title X, and all applicable state laws related to this permitted activity.

SECTION B: LABOR, EQUITY, DIVERSITY & INCLUSION PLAN (400 points)

1. The application should describe to what extent the cannabis business will adhere to heightened pay and benefits standards and practices, including recognition of the collective bargaining rights of employees in accordance with Section 6-5.13 (G).
2. Identify number of employees at initial opening and the maximum number of employees when the business is at full capacity.
3. Describe any diversity and inclusion programs that will be developed as part of the business model which embraces a rich and diverse work force with a diverse set of perspectives, work and life experiences, as well as religious and cultural differences that provide equal opportunities for employee development.
4. Identify all positions and their responsibilities.
5. Describe compensation to and opportunities for continuing education and training for employees.
6. Describe whether the cannabis business is committed to offering employees a Living Wage.
7. Briefly describe benefits provided to employees such as health care, vacation, and medical leave, to the degree they are offered as part of employment.
8. Describe to the extent to which the cannabis business will be a locally owned enterprise and the owner(s) reside within the County of Madera. In order to qualify for this criteria, an owner must have lived in the County of Madera for at least one year prior to June 1, 2021.

SECTION C: SAFETY PLAN (300 points)

1. The detailed Safety Plan shall be prepared by a California professional fire prevention and suppression consultant.
2. This plan will describe all fire prevention and suppression measures, fire extinguisher locations, evacuation routes and alarm systems the facility will have in place.
3. Describe all accident and incident reporting procedures.
4. Describe the waste management locations and procedures.

SECTION D: SECURITY PLAN (300 points)

1. The security plan shall be prepared by a professional security consultant. This can be done with in-house staff or a consultant, but it must clearly demonstrate that it meets the professional standards requested to receive the appropriate points for each criterion in this section.
 - A. The plan should demonstrate how the cannabis business wishes to develop the floor plan and address other security issues on the property.
2. Premises Diagram: In addition to the site plans submitted for the Proposed Location (in Section H of Appendix A), a separate Premises Diagram must be included in this Security Plan section (Section D) of the application. The diagram must meet the requirements of the Bureau of Cannabis Control CCR Title 16, Division 42, §5006 Premises Diagram.
 - A. The diagram shall show the boundaries of the property and the proposed location to be licensed, showing all boundaries, dimensions, entrances and exits, interior partitions, walls, rooms, windows, and doorways, and shall include a brief statement or description of the principal activity to be conducted therein.
 - B. The diagram shall show and identify commercial cannabis activities that will take place in each area of the premises and identify all limited-access areas.
 - C. The diagram shall show where all cameras are located and assign a number to each camera for identification purposes.
 - D. The diagram should be accurate, dimensioned and to-scale (minimum scale of 1/4").
 - E. If the proposed location consists of only a portion of a property, the diagram must be labeled indicating which part of the property will be used for the licensed premises and what activities will be used for the remaining property.
3. Description of operational security, including but not limited to general security for access/visitor control, inventory control and cash handling procedures.
4. Description of perimeter security, on-site security guards, lighting, and parking.
5. Identify transportation techniques and security procedures.
6. Description of employee training and general security policies.

SECTION E: QUALIFICATION OF OWNERS (400 points)

1. Experience – Demonstrate the business owner’s experience in owning, managing, and operating a cannabis business. For purposes of this section, owner shall mean the State definition of owner in the State Business and Professions Code Section 26001 and all persons, companies, and entities that will be directing, controlling, and/or managing the day-to-day operations of the business. Evidence that prior experience was from legally permitted activities.
2. Cannabis Industry Knowledge – Demonstrate overall knowledge of the cannabis industry (as demonstrated throughout the screening application), including identification of how industry best practices and State regulations have been incorporated in existing/prior legal businesses outside the City of Madera.
3. Ownership Team – Describe the involvement of the ownership team in day-to-day operation of the business. Owner is defined based upon the State definition of owner, see Business and Professions Code Section 26001.

SECTION F: NEIGHBORHOOD COMPATIBILITY PLAN (400 points)

1. Describe how the business will proactively address and respond to complaints related to noise, light, odor, and vehicle and pedestrian traffic.
2. Describe how the business will be managed to avoid becoming a nuisance or having impacts on its neighbors and the surrounding community.
3. Describe odor mitigation practices:
 - A. Identify potential sources of odor.

- B. Describe odor control devices and techniques employed to ensure that odors from cannabis are not detectable beyond the licensed premises.
- C. Describe all proposed staff training and system maintenance plans.
- 4. Describe the waste management plan. The plan shall include waste disposal locations, security measures, methods of rendering all waste unusable and unrecognizable, and the vendor in charge of disposal.
- 5. The application should include the following information about the proposed location:
 - A. Physical address and a detailed description of the proposed location, including the overall property, building, and interior floor plan.
 - B. Description of all known nearby State and local sensitive use areas. The cannabis business must have the appropriate zoning and meet all the locational requirements as described in MMC sections 6-5.33 and Title X.
 - C. List any nearby well-traveled paths to schools and describe how the cannabis business will proactively protect the youth on these paths from exposure to the cannabis business.
 - D. Describe how the business will proactively take steps about community concerns to protect the youth generally from the impacts of the cannabis business.
 - E. Proof of ownership, lease agreement, or a Letter of Intent to Lease.
 - F. Vicinity map.
 - G. Photographs of existing site and buildings.
 - H. Evidence that the location has access to public transportation for employees or customers.

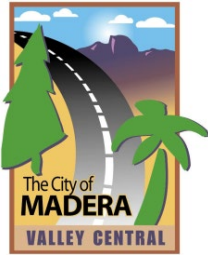
SECTION G: COMMUNITY BENEFITS AND INVESTMENTS PLAN (500 points)

The cannabis business should describe the benefits the business will provide to the local community, for example by directly aiding, participating in, or funding the work of local non-profits, community-based organizations, civic organizations, or social services organizations. Benefits may be in the form of volunteer services, monetary donations, financial support of City-sponsored activities or organizations, in-kind donations to the City or other charitable organizations and/or any other economic incentives to the City which will help achieve the strategic policy goals of the City Council in permitting cannabis businesses in the City of Madera.

SECTION H: PROPOSED LOCATION (300 points) (Not required for Social Equity)

In addition to the location related details required in the Security Plan section of this application, the application shall include a thorough narrative description of the proposed location, including but not limited to the overall site, existing and/or proposed building(s), parking spaces, driveways, pedestrian sidewalks/rights-of-way, and neighboring businesses on the parcel. Description of floor plans and interior design are not a requirement of this section. In addition to the narrative description of the proposed locations, Applicants shall also include the following items.

- 1. The CBP applicant must have the appropriate zoning and meet all the locational requirements as described in MMC Section 6-5.33 and Title X.
- 2. The application shall include photographs of the front (street facing) side of the building. In the event the proposed location is undeveloped land, photographs shall depict the property from all vantage points of the property.
- 3. The application must include a (Site) diagram depicting all details described in the narrative description of the proposed location. The diagram required for this section need not include a description of any building interior, floor plan or security detail.



Item:	B-1
Minutes for:	03/17/2021
Adopted:	08/04/2021

Minutes of a Regular Meeting of the Madera City Council

March 17, 2021
6:00 p.m.

Council Chambers
City Hall

This meeting was conducted pursuant to the provisions of the Governor's Executive Order which suspends certain requirements of the Ralph M. Brown Act. The City Council meeting was live streamed on the City's website at www.madera.gov/live. Members of the public were able to participate in the meeting remotely through an electronic meeting via phone by dialing (669) 900-6833 enter ID: 934 6747 5454# followed by *9 on their phone to speak. Comments were also accepted via email at citycouncilpubliccomment@madera.gov or by regular mail at 205 W. 4th Street, Madera, CA 93637.

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

ROLL CALL:

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

Absent: Vacant, District 5

Others present were City Manager Arnoldo Rodriguez, City Clerk Alicia Gonzales, City Attorney Hilda Cantu Montoy (Joined at 6:45 p.m.), Chief Building Official Steven Woodworth, City Engineer Keith Helmuth, Financial Services Director Roger Sanchez, Fire Division Chief Matt Watson, Grants Administrator Ivette Iraheta, Human Resources Director Wendy Silva, Information Services Manager Mark Souders, Planning Manager Gary Conte, Chief of Police Dino Lawson, Interim Public Work Director Dan Foss, and Communication Specialist Joseph Carrello.

INVOCATION: Pam Grewal, Madera Sikh Temple

PLEDGE OF ALLEGIANCE: Tyler Takeda, Madera Tribune

APPROVAL OF AGENDA:

ON MOTION BY COUNCILMEMBER RODRIGUEZ AND SECONDED BY COUNCILMEMBER MONTES, THE AGENDA WITH POSTPONING ITEM D-4 TO APRIL 21, 2021 WAS APPROVED BY A 6/0 VOTE. NOES: NONE. ABSENT: DISTRICT 5 IS CURRENTLY VACANT. ABSTAIN: NONE.

THE MOTION PASSED WITH THE FOLLOWING VOTE:

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

PUBLIC COMMENT:

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

No Public Comment was submitted. Public Comment was closed.

WRITTEN COMMUNICATIONS: None

PRESENTATIONS:

1. Department of Public Health Update on COVID-19 (Report by Madera County Public Health Department)
2. Proclamation Recognizing Madera High Softball Coach Judy Shaubach
3. Proclamation Recognizing The United Way of Fresno and Madera Counties Free Tax Preparation Service (VITA)

INTRODUCTIONS: None

A. WORKSHOP:

A-1 Mid-Valley Disposal Quarterly Update (Report by Joseph Kalpakoff, Mid-Valley Disposal)

B. CONSENT CALENDAR:

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

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

THE MOTION PASSED WITH THE FOLLOWING VOTE:

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

B-1 Minutes – 12/16/20

Recommendation: Approve the City Council Minutes of December 16, 2020

B-2 Informational Report on Register of Audited Demands for Feb. 20, 2021 to March 5, 2021

Recommendation: No Action Required (Report by Roger Sanchez)

B-3 Informational Report on Personnel Activity

Recommendation: No Action Required (Report by Wendy Silva)

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

Recommendation: Adopt a Resolution Approving Mayor Garcia's Appointment of Gabriela Gonzalez to the ADA Advisory Council (Report by Wendy Silva)

RES 21-38 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPOINTING GABRIELA GONZALEZ TO THE CITY OF MADERA ADA ADVISORY COUNCIL

B-5 Appointment to the City's Beautification Committee

Recommendation: Adopt Resolutions

- 1) Approving Councilmember Montes' Appointment of Debra M. Basila to the Beautification Committee; and
- 2) Approving Mayor Pro Tem Villegas' Appointment of Cynthia Moreno-Procopio to the Beautification Committee (Report by Arnoldo Rodriguez)

RES 21-39 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPOINTING CYNTHIA MORENO-PROCOPIO TO THE CITY OF MADERA BEAUTIFICATION COMMITTEE

RES 21-40 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPOINTING DEBRA M. BASILA TO THE CITY OF MADERA BEAUTIFICATION COMMITTEE

B-6 Ratification of COVID-19 Emergency Policy No. 4: Vaccine Incentive Pay and Revisions to COVID-19 Emergency Policy No. 2: Families First Coronavirus Response Act

Recommendation: Adopt a Minute Order Ratifying Issuance of the following by the City Manager in his role as Director of Emergency Services:

- 1) COVID-19 Emergency Policy No. 4: Vaccine Incentive Pay

- 2) Revised COVID-19 Emergency Policy No. 2: Families First Coronavirus Response Act (Report by Wendy Silva)

B-7 Grant from the California Department of Justice Authorized under the California Healthcare, Research and Prevention Tobacco Tax Act of 2016 in the Amount of \$286,314

Recommendation: Adopt Resolutions

- 1) Authorizing the City Manager to Execute the Memorandum of Understanding with the Department of Justice and Related Documents Accepting Grant Award in the Amount of \$286,314; and
- 2) Amending the City's 2020/21 Budget to Reflect Revenues and Expenditures Related to the Grant (Report by Dino Lawson)

RES 21-41 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE MEMORANDUM OF UNDERSTANDING ACCEPTING THE GRANT AWARD FROM THE CALIFORNIA DEPARTMENT OF JUSTICE UNDER THE CALIFORNIA HEALTHCARE, RESEARCH AND PREVENTION TOBACCO TAX ACT IN THE AMOUNT OF \$286,314

RES 21-42 CONSIDERATION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AUTHORIZING AND APPROVING AMENDMENTS TO THE CITY OF MADERA FISCAL YEAR 2020/2021 BUDGET

B-8 Airport Coronavirus Response Grant Program (ACRGP) Funding in the Amount of \$23,000

Recommendation: Adopt a Resolution Approving the Agreement for Airport Coronavirus Response Grant Program (ACRGP) (Report by Daniel Foss)

RES 21-43 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING AN AGREEMENT FOR AIRPORT CORONAVIRUS RESPONSE GRANT PROGRAM (ACRGP) FUNDING AND AUTHORIZING EXECUTION BY PUBLIC WORKS DIRECTOR

B-9 Antenna and Equipment Space Lease Renewal at the Madera Municipal Airport

Recommendation: Adopt a Resolution Approving the Antenna and Equipment Space Lease Renewal with the Federal Aviation Administration at the Madera Municipal Airport (Report by Daniel Foss)

RES 21-44 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING AN ANTENNA AND EQUIPMENT SPACE LEASE RENEWAL WITH THE FEDERAL AVIATION ADMINISTRATION AT THE MADERA MUNICIPAL AIRPORT

B-10 Assignment of Airport Engineering and Construction Management Services Agreement

Recommendation: Adopt a Resolution Approving the Assignment of Airport Engineering and Construction Management Services Agreement from Reinard W. Brandley Consulting Airport Engineers to Brandley Engineering, Inc. (Report by Daniel Foss)

RES 21-45 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING THE ASSIGNMENT OF AIRPORT ENGINEERING AND CONSTRUCTION MANAGEMENT SERVICES AGREEMENT FROM REINARD W. BRANDLEY CONSULTING AIRPORT ENGINEERS TO BRANDLEY ENGINEERING, INC.

B-11 Amendment No. 1 to Agreement with Colgan Consulting Corporation for Professional Engineering Services Related to the Preparation of a Development Impact Fee Program Update

Recommendation: Adopt a Resolution Approving Amendment No. 1 to Agreement with Colgan Consulting Corporation for Professional Services Related to the Preparation of a Development Impact Fee Program Update (Report by Keith Helmuth)

RES 21-46 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, APPROVING AMENDMENT NO. 1 TO AGREEMENT WITH COLGAN CONSULTING CORPORATION FOR PROFESSIONAL SERVICES RELATED TO THE PREPARATION OF A DEVELOPMENT IMPACT FEE PROGRAM UPDATE

B-12 Letter in Opposition to Federal Office of Management and Budget (OMB) Proposed Change to Metropolitan Statistical Area (MSA) Threshold

Recommendation: Approve a Minute Order Approving a Letter in Opposition to OMB Proposed Change to MSA Threshold (Report by Arnaldo Rodriguez)

C. PUBLIC HEARINGS: None

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

D-1 Sixth Amendment to the Madera Municipal Golf Course Operation and Management Lease Agreement with SGM Inc. dba Sierra Golf Management, Inc.

Recommendation: Adopt a Resolution Approving the Sixth Amendment to the Madera Municipal Golf Course Operation and Management Lease Agreement with SGM Inc. dba Sierra Golf Management, Inc. (Report by Arnaldo Rodriguez)

ON MOTION BY COUNCILMEMBER EVANS AND SECONDED BY MAYOR PRO TEM VILLEGAS, ITEM D-1 WAS APPROVED BY A 6/0 VOTE. NOES: NONE. ABSENT: DISTRICT 5 IS CURRENTLY VACANT. ABSTAIN: NONE.

THE MOTION PASSED WITH THE FOLLOWING VOTE:

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

RES 21-47 SIXTH AMENDMENT TO THE MADERA MUNICIPAL GOLF COURSE OPERATION AND MANAGEMENT LEASE AGREEMENT WITH SGM INC. dba SIERRA GOLF MANAGEMENT, INC.

D-2 Consideration of a Minute Order Approving the City of Madera Response to Madera County Grand Jury Final Report 1920-05: “Unveiling Truths of Local Law Enforcement”

Recommendation: It is recommended Council review the proposed response to the Grand Jury Report and approve the response as presented or provide direction of changes to the proposed response (Report by Arnoldo Rodriguez)

ON MOTION BY COUNCILMEMBER GALLEGOS AND SECONDED BY COUNCILMEMBER EVANS, ITEM D-2 WAS APPROVED BY A 6/0 VOTE. NOES: NONE. ABSENT: DISTRICT 5 IS CURRENTLY VACANT. ABSTAIN: NONE.

THE MOTION PASSED WITH THE FOLLOWING VOTE:

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

D-3 Response to Madera County Grand Jury Final Report 1920-06: “Madera County and City of Madera Governments Public Servants or Self-Serving; Part III: Madera Municipal Airport Closure of Runway 8-26”

Recommendation: It is recommended the City Council review the proposed response to the Grand Jury Report and approve the response as presented or provide direction on changes to the proposed response (Report by Arnoldo Rodriguez)

ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY COUNCILMEMBER RODRIGUEZ, ITEM D-3 WAS APPROVED BY A 6/0 VOTE. NOES: NONE. ABSENT: DISTRICT 5 IS CURRENTLY VACANT. ABSTAIN: NONE.

THE MOTION PASSED WITH THE FOLLOWING VOTE:

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

D-4 Update to the Code of Conduct for the Madera City Council, Boards, Commissions and Committees

Recommendation: Adopt a Resolution Approving Amending and Restating the Code of Conduct, Adopted September 18, 2019 (Report by Arnoldo Rodriguez)

This item was moved to the April 21, 2021 Council meeting.

D-5 Budget Amendment Related to the November 3, 2020 Consolidated Presidential Election

Recommendation: Adopt a Minute Order Approving a Budget Amendment related to the November 3, 2020, Consolidated Presidential General Election in the Amount of \$101,322.15 (Report by Alicia Gonzales)

ON MOTION BY COUNCILMEMBER GALLEGOS AND SECONDED BY COUNCILMEMBER MONTES, ITEM D-5 WAS APPROVED BY A 6/0 VOTE. NOES: NONE. ABSENT: DISTRICT 5 IS CURRENTLY VACANT. ABSTAIN: NONE.

THE MOTION PASSED WITH THE FOLLOWING VOTE:

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

E. ADMINISTRATIVE REPORTS: None

F. COUNCILMEMBER REPORTS/ANNOUNCEMENTS/FUTURE AGENDA ITEMS:

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

Councilmember Gallegos reported that through the Madera County Transportation Commission (MCTC) Meeting today they were previously told it would take a year, but with the pandemic, etc. they now estimate that Highway 99 with three lanes on each side will be completed at the end of June to early July. She stated she or Councilmember Rodriguez could answer any questions on this subject.

Councilmember Rodriguez stated this was the second MCTC meeting with Councilmember Gallegos and she is a great addition to MCTC. He stated there are some funds for the Corona Virus that are being made available for certain projects such as roads and state highways. He asked that City Engineer Keith Helmuth and staff contact MCTC and request to add some of the City's ready projects to the MCTC list and see if some of those funds can be used to improve City of Madera roads and transportation needs.

Councilmember Rodriguez stated he already got one vaccine and is scheduled to get the other at the end of the month. He stated that if people haven't gotten the vaccine, he encouraged them to keep getting tested, so that they can open businesses.

Councilmember Montes requested that the Cannabis Ad-Hoc give them an update. He encouraged everyone to get the vaccine and continue to get tested to get back to normal as fast as they can. He stated he got his first dose of the vaccine yesterday.

Councilmember Evans stated she is getting her second dose of the vaccine on Monday. She stated that she, Mayor Garcia, and Mayor Pro Tem Villegas volunteered at the Mosque and passed out food to the community. A lot of people were served.

Mayor Pro Tem Villegas stated he got his second dose of the vaccine on Friday.

Councilmember Evans thanked Councilmember Gallegos and Interim Public Works Director Dan Foss for her Wastewater Treatment Plant tour. It was amazing. Staff does a dynamic job out there.

Mayor Garcia thanked Sandy Lamphear, a teacher at Chavez Elementary for inviting him to participate in the Zoom class with her. Three classes participated in the questions and answers session. The children asked for his reason to become a Councilmember and Mayor. They also asked about elections and for more playground equipment.

Mayor Garcia stated stimulus is being provided at the State and Federal level. Monies are sent out to help people and infrastructure. There are programs and grants out there to help with utilities, rent and mortgages.

Mayor Garcia thanked staff and for those who join them in the Council meetings.

G. CLOSED SESSION:

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

Agency Designated Representatives:

Arnoldo Rodriguez, Wendy Silva, and Che Johnson

Employee Organizations:

General Bargaining Unit/Madera Affiliated City Employees Association

Mid-Management Employee Group

Madera Police Officers' Association

Law Enforcement Mid Management

G-2 Conference with Legal Counsel – Anticipated Litigation: Significant Exposure to Litigation Pursuant to Government Code §54956.9(d)(2)

Worker’s Compensation Claim: Juventino Cantu

G-3 Conference with Real Property Negotiators - Pursuant to Government Code Section §54956.8

Property: 1 Parcel
City of Madera APN: 035-080-026
Agency Negotiator(s): Keith Helmuth
Negotiating Party: Jason Sanders
Under Negotiations: Price and Terms

G-4 Conference with Legal Counsel – Anticipated Litigation: Initiation of Litigation Pursuant to Government Code Section §54956.9(d)(4)

One Case: City of Madera v. High Speed Rail Authority

City Attorney Hilda Cantu Montoy made the Closed Session Announcement at 8:09 p.m.

Council returned from closed session at 10:09 p.m. with six (6) Councilmembers present as District 5 is currently vacant.

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

ADJOURNMENT: The meeting was adjourned at 10:09 p.m. Next regular meeting on April 21, 2021.

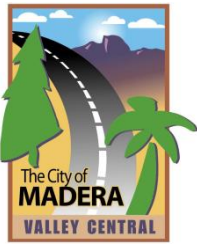
CONSISTENCY WITH THE VISION MADERA 2025 PLAN

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

ALICIA GONZALES, City Clerk

SANTOS GARCIA, Mayor

MINUTES PREPARED BY
ZELDA LEON, Deputy City Clerk



REPORT TO CITY COUNCIL

Approved by:

[Signature]

Department Director

[Signature: Sauldo Rodriguez]
City Manager

Council Meeting of: August 4, 2021

Agenda Number: B-2

SUBJECT:

Informational Report on Register of Audited Demands

RECOMMENDATION:

Review Register of Audited Demands Report for July 10, 2021 to July 23, 2021

SUMMARY:

The Register of Audited Demands for the City covering obligations paid during the period of July 10, 2021 to July 23, 2021 is contained in the attachment and summarized in the following tables

<i>Table 1: Warrant Distribution Summary</i>		
<i>Description</i>	<i>Check #'s</i>	<i>Amount</i>
<i>General Warrant</i>	29987 – 30090	\$3,389,074.73

<i>Table 2: Wire Transfer Summary</i>		
<i>Description</i>	<i>Vendor</i>	<i>Amount</i>
<i>Payroll and Taxes</i>	Union Bank	\$602,713.86
<i>SDI</i>	EDD	\$2,876.68
<i>CalPERS Payment</i>	CalPERS	\$0

DISCUSSION:

Warrant requests are processed weekly based on the adopted Fiscal Year 2020/2021 and 2021/2022 budgets and released for payment every Monday. Each demand has been audited and the Finance Director hereby certifies as to their accuracy and that there were sufficient funds for their payment. Per the request of City Council, we have included the departments from which each of the respective warrants were requested as well as the fund/division description from which they were paid.

FINANCIAL IMPACT:

Demands for payments are made within the constraints of the approved 2020/2021 and 2021/2022 budgets.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

ALTERNATIVES:

Informational only.

ATTACHMENTS:

Register of Audited Demands

CITY OF MADERA
REGISTER OF AUDITED DEMANDS FOR BANK #1 - UNION BANK GENERAL ACCOUNT
August 4, 2021

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
29987	07/13/2021	PLANNING	PLANNING	ACRO SERVICE CORPORATION	PLANNER EMPLOYEE FOR ENVIRONMENTAL WORK	\$ 2,212.50
29988	07/13/2021	FINANCE	CENTRAL ADMIN	DIEBERTS CREATIVE COPY INC	FINAL BUDGET PACKETS	\$ 753.63
29989	07/13/2021	ENGINEERING	GENERAL CAPITAL	ENGIE SERVICES U.S. INC.	ENGIE SERVICES CONTRACT PROJECT CN-000497	\$ 819,815.20
29990	07/13/2021	ENGINEERING	WATER CAPITAL	DAVIDS ENGINEERING, INC.	PROFESSIONAL SERVICES	\$ 648.50
29991	07/13/2021	PW ADMIN	AIRPORT OPS	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 06/15/21-06/30/21	\$ 79.00
29991	07/13/2021	PW ADMIN	BUILDING	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 06/15/21-06/30/21	\$ 172.11
29991	07/13/2021	PW ADMIN	CODE ENF	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 06/15/21-06/30/21	\$ 127.98
29991	07/13/2021	PW ADMIN	DRAINAGE	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 06/15/21-06/30/21	\$ 330.97
29991	07/13/2021	PW ADMIN	FACILITIES MAINT	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 06/15/21-06/30/21	\$ 464.95
29991	07/13/2021	PW ADMIN	FLEET MAINT	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 06/15/21-06/30/21	\$ 165.28
29991	07/13/2021	PW ADMIN	MOTOR POOL	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 06/15/21-06/30/21	\$ 172.47
29991	07/13/2021	PW ADMIN	GRAFFITI ABATE	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 06/15/21-06/30/21	\$ 466.21
29991	07/13/2021	PW ADMIN	LMD SERVICES	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 06/15/21-06/30/21	\$ 21.92
29991	07/13/2021	PW ADMIN	PARKS	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 06/15/21-06/30/21	\$ 2,435.75
29991	07/13/2021	PW ADMIN	STREETS	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 06/15/21-06/30/21	\$ 1,226.89
29991	07/13/2021	PW ADMIN	SEWER OPS	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 06/15/21-06/30/21	\$ 954.63
29991	07/13/2021	PW ADMIN	STREET CLEANING	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 06/15/21-06/30/21	\$ 1,094.76
29991	07/13/2021	PW ADMIN	TRANS - FIXED	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 06/15/21-06/30/21	\$ 2,035.63
29991	07/13/2021	PW ADMIN	TRANS - DAR	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 06/15/21-06/30/21	\$ 1,852.13
29991	07/13/2021	PW ADMIN	WATER OPS	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 06/15/21-06/30/21	\$ 1,246.86
29991	07/13/2021	PW ADMIN	WATER QUALITY	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 06/15/21-06/30/21	\$ 324.89
29991	07/13/2021	PW ADMIN	WWTP	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 06/15/21-06/30/21	\$ 130.97
29991	07/13/2021	PW ADMIN	PD OPS	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 06/15/21-06/30/21	\$ 7,113.56
29992	07/13/2021	HR	HR/RISK MGT	SALLY SWANSON ARCHITECTS, INC.	PROFESSIONAL SERVICES	\$ 2,508.49
29993	07/13/2021	CITY ADMIN	CITY MANAGER	JOSEPH CARRELLO	TUITION REIMBURSEMENT	\$ 355.99
29994	07/13/2021	FINANCE	AQUATICS PROGRM	AT&T	06/21 CALNET SERVICE 9391026397	\$ 22.01
29994	07/13/2021	FINANCE	BUILDING	AT&T	06/21 CALNET SERVICE 9391031577	\$ 25.84
29994	07/13/2021	FINANCE	BUILDING	AT&T	06/21 CALNET SERVICE 9391026390	\$ 113.97
29994	07/13/2021	FINANCE	BUILDING	AT&T	06/21 CALNET SERVICE 9391031559	\$ 19.94
29994	07/13/2021	FINANCE	CITY ATTORNEY	AT&T	06/21 CALNET SERVICE 9391026388	\$ 45.08
29994	07/13/2021	FINANCE	CITY ATTORNEY	AT&T	06/21 CALNET SERVICE 9391031577	\$ 7.37
29994	07/13/2021	FINANCE	CITY ATTORNEY	AT&T	06/21 CALNET SERVICE 9391026390	\$ 16.25
29994	07/13/2021	FINANCE	CITY ATTORNEY	AT&T	06/21 CALNET SERVICE 9391031559	\$ 6.65
29994	07/13/2021	FINANCE	CITY CLERK	AT&T	06/21 CALNET SERVICE 9391031577	\$ 7.37
29994	07/13/2021	FINANCE	CITY CLERK	AT&T	06/21 CALNET SERVICE 9391026390	\$ 16.25
29994	07/13/2021	FINANCE	CITY CLERK	AT&T	06/21 CALNET SERVICE 9391031559	\$ 4.98

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
29994	07/13/2021	FINANCE	CODE ENF	AT&T	06/21 CALNET SERVICE 9391026413	\$ 23.48
29994	07/13/2021	FINANCE	COMM & REC	AT&T	06/21 CALNET SERVICE 9391026391	\$ 209.19
29994	07/13/2021	FINANCE	COMPUTER MAINT	AT&T	06/21 CALNET SERVICE 9391031577	\$ 14.76
29994	07/13/2021	FINANCE	COMPUTER MAINT	AT&T	06/21 CALNET SERVICE 9391026390	\$ 32.55
29994	07/13/2021	FINANCE	COMPUTER MAINT	AT&T	06/21 CALNET SERVICE 9391031559	\$ 4.98
29994	07/13/2021	FINANCE	ENGINEERING	AT&T	06/21 CALNET SERVICE 9391031577	\$ 51.68
29994	07/13/2021	FINANCE	ENGINEERING	AT&T	06/21 CALNET SERVICE 9391026390	\$ 32.55
29994	07/13/2021	FINANCE	ENGINEERING	AT&T	06/21 CALNET SERVICE 9391031559	\$ 38.22
29994	07/13/2021	FINANCE	FACILITIES MAINT	AT&T	06/21 CALNET SERVICE 9391026394	\$ 27.36
29994	07/13/2021	FINANCE	FACILITIES MAINT	AT&T	06/21 CALNET SERVICE 9391031564	\$ 14.66
29994	07/13/2021	FINANCE	FINANCE	AT&T	06/21 CALNET SERVICE 9391031577	\$ 40.60
29994	07/13/2021	FINANCE	FINANCE	AT&T	06/21 CALNET SERVICE 9391026390	\$ 146.52
29994	07/13/2021	FINANCE	FINANCE	AT&T	06/21 CALNET SERVICE 9391031559	\$ 24.92
29994	07/13/2021	FINANCE	FLEET MAINT	AT&T	06/21 CALNET SERVICE 9391026394	\$ 18.27
29994	07/13/2021	FINANCE	FLEET MAINT	AT&T	06/21 CALNET SERVICE 9391031564	\$ 9.77
29994	07/13/2021	FINANCE	GRANT OVERSIGHT	AT&T	06/21 CALNET SERVICE 9391031577	\$ 14.76
29994	07/13/2021	FINANCE	GRANT OVERSIGHT	AT&T	06/21 CALNET SERVICE 9391031559	\$ 11.63
29994	07/13/2021	FINANCE	HR/RISK MGT	AT&T	06/21 CALNET SERVICE 9391031577	\$ 11.05
29994	07/13/2021	FINANCE	HR/RISK MGT	AT&T	06/21 CALNET SERVICE 9391026390	\$ 24.37
29994	07/13/2021	FINANCE	HR/RISK MGT	AT&T	06/21 CALNET SERVICE 9391031559	\$ 6.65
29994	07/13/2021	FINANCE	PLANNING	AT&T	06/21 CALNET SERVICE 9391031577	\$ 18.45
29994	07/13/2021	FINANCE	PLANNING	AT&T	06/21 CALNET SERVICE 9391026390	\$ 40.68
29994	07/13/2021	FINANCE	PLANNING	AT&T	06/21 CALNET SERVICE 9391031559	\$ 11.63
29994	07/13/2021	FINANCE	STREETS	AT&T	06/21 CALNET SERVICE 9391026394	\$ 45.63
29994	07/13/2021	FINANCE	STREETS	AT&T	06/21 CALNET SERVICE 9391031564	\$ 24.44
29994	07/13/2021	FINANCE	SEWER OPS	AT&T	06/21 CALNET SERVICE 9391026394	\$ 31.92
29994	07/13/2021	FINANCE	SEWER OPS	AT&T	06/21 CALNET SERVICE 9391031564	\$ 17.10
29994	07/13/2021	FINANCE	SOLID WASTE	AT&T	06/21 CALNET SERVICE 9391026394	\$ 36.46
29994	07/13/2021	FINANCE	SOLID WASTE	AT&T	06/21 CALNET SERVICE 9391031564	\$ 19.55
29994	07/13/2021	FINANCE	SR CITIZEN COMM	AT&T	06/21 CALNET SERVICE 9391026395	\$ 23.67
29994	07/13/2021	FINANCE	SR CITIZEN COMM	AT&T	06/21 CALNET SERVICE 9391026389	\$ 23.67
29994	07/13/2021	FINANCE	UB - GARBAGE	AT&T	06/21 CALNET SERVICE 9391026394	\$ 9.12
29994	07/13/2021	FINANCE	UB - GARBAGE	AT&T	06/21 CALNET SERVICE 9391031564	\$ 4.89
29994	07/13/2021	FINANCE	UB - GARBAGE	AT&T	06/21 CALNET SERVICE 9391031577	\$ 12.00
29994	07/13/2021	FINANCE	UB - GARBAGE	AT&T	06/21 CALNET SERVICE 9391026390	\$ 26.43
29994	07/13/2021	FINANCE	UB - GARBAGE	AT&T	06/21 CALNET SERVICE 9391031559	\$ 6.65
29994	07/13/2021	FINANCE	UB - SEWER	AT&T	06/21 CALNET SERVICE 9391026394	\$ 9.12
29994	07/13/2021	FINANCE	UB - SEWER	AT&T	06/21 CALNET SERVICE 9391031564	\$ 4.89
29994	07/13/2021	FINANCE	UB - SEWER	AT&T	06/21 CALNET SERVICE 9391031577	\$ 11.99

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
29994	07/13/2021	FINANCE	UB - SEWER	AT&T	06/21 CALNET SERVICE 9391026390	\$ 26.45
29994	07/13/2021	FINANCE	UB - SEWER	AT&T	06/21 CALNET SERVICE 9391031559	\$ 6.65
29994	07/13/2021	FINANCE	UB - WATER	AT&T	06/21 CALNET SERVICE 9391026394	\$ 18.27
29994	07/13/2021	FINANCE	UB - WATER	AT&T	06/21 CALNET SERVICE 9391026392	\$ 24.07
29994	07/13/2021	FINANCE	UB - WATER	AT&T	06/21 CALNET SERVICE 9391026393	\$ 45.65
29994	07/13/2021	FINANCE	UB - WATER	AT&T	06/21 CALNET SERVICE 9391031564	\$ 9.79
29994	07/13/2021	FINANCE	UB - WATER	AT&T	06/21 CALNET SERVICE 9391031577	\$ 24.03
29994	07/13/2021	FINANCE	UB - WATER	AT&T	06/21 CALNET SERVICE 9391026390	\$ 53.00
29994	07/13/2021	FINANCE	UB - WATER	AT&T	06/21 CALNET SERVICE 9391031559	\$ 13.29
29994	07/13/2021	FINANCE	WATER OPS	AT&T	06/21 CALNET SERVICE 93910263940	\$ 41.04
29994	07/13/2021	FINANCE	WATER OPS	AT&T	06/21 CALNET SERVICE 9391031564	\$ 21.98
29994	07/13/2021	FINANCE	WATER QUALITY	AT&T	06/21 CALNET SERVICE 9391026394	\$ 18.27
29994	07/13/2021	FINANCE	WATER QUALITY	AT&T	06/21 CALNET SERVICE 9391031564	\$ 9.77
29994	07/13/2021	FINANCE	WWTP	AT&T	06/21 CALNET SERVICE 9391026394	\$ 27.36
29994	07/13/2021	FINANCE	WWTP	AT&T	06/21 CALNET SERVICE 9391031564	\$ 14.66
29994	07/13/2021	FINANCE	CITY MANAGER	AT&T	06/21 CALNET SERVICE 9391031577	\$ 7.37
29994	07/13/2021	FINANCE	CITY MANAGER	AT&T	06/21 CALNET SERVICE 9391026390	\$ 16.25
29994	07/13/2021	FINANCE	CITY MANAGER	AT&T	06/21 CALNET SERVICE 9391031559	\$ 9.97
29994	07/13/2021	FINANCE	PURCHASING	AT&T	06/21 CALNET SERVICE 9391026394	\$ 27.36
29994	07/13/2021	FINANCE	PURCHASING	AT&T	06/21 CALNET SERVICE 9391031564	\$ 14.66
29994	07/13/2021	FINANCE	PAYROLL CLEARING	AT&T	06/21 CALNET SERVICE 9391026413	\$ 23.49
29994	07/13/2021	FINANCE	PD OPS	AT&T	06/21 CALNET SERVICE 9391031579	\$ 245.60
29994	07/13/2021	FINANCE	PD OPS	AT&T	06/21 CALNET SERVICE 9391026411	\$ 178.18
29994	07/13/2021	FINANCE	PD OPS	AT&T	06/21 CALNET SERVICE 9391031561	\$ 166.16
29995	07/13/2021	ENGINEERING	ENGINEERING	AMERICAN BUSINESS MACHINES	PLOTTER COPIER SERVICE	\$ 330.74
29995	07/13/2021	ENGINEERING	ENGINEERING	AMERICAN BUSINESS MACHINES	PLOTTER COPIER SERVICE JULY 2021	\$ 98.00
29996	07/13/2021	GRANTS	CALHOME PROGRM	MEADOWS MOBILE HOME PARK	SPACE RENTAL #89- JULY 2021	\$ 710.12
29997	07/13/2021	PW ADMIN	FACILITIES MAINT	CA DEPARTMENT OF TRANSPORTATION	TRAFFIC SIGNAL REPAIR	\$ 968.28
29998	07/13/2021	HR	AIRPORT OPS	CSJVRMA	1ST QUARTER DEPOSIT FY 21/22	\$ 66,207.93
29998	07/13/2021	HR	CENTRAL ADMIN	CSJVRMA	1ST QUARTER DEPOSIT FY 21/22	\$ 287,505.69
29998	07/13/2021	HR	FIRE	CSJVRMA	1ST QUARTER DEPOSIT FY 21/22	\$ 19,046.12
29998	07/13/2021	HR	FLEET MAINT	CSJVRMA	1ST QUARTER DEPOSIT FY 21/22	\$ 24,487.87
29998	07/13/2021	HR	INTERMODAL BLDG	CSJVRMA	1ST QUARTER DEPOSIT FY 21/22	\$ 1,813.92
29998	07/13/2021	HR	PARKS	CSJVRMA	1ST QUARTER DEPOSIT FY 21/22	\$ 906.96
29998	07/13/2021	HR	PAYROLL TRUST	CSJVRMA	1ST QUARTER DEPOSIT FY 21/22	\$ 459,809.00
29998	07/13/2021	HR	STREETS	CSJVRMA	1ST QUARTER DEPOSIT FY 21/22	\$ 5,441.75
29998	07/13/2021	HR	SEWER OPS	CSJVRMA	1ST QUARTER DEPOSIT FY 21/22	\$ 24,487.87
29998	07/13/2021	HR	SOLID WASTE	CSJVRMA	1ST QUARTER DEPOSIT FY 21/22	\$ 16,325.23
29998	07/13/2021	HR	STREET CLEANING	CSJVRMA	1ST QUARTER DEPOSIT FY 21/22	\$ 4,534.79

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
29998	07/13/2021	HR	WATER OPS	CSJVRMA	1ST QUARTER DEPOSIT FY 21/22	\$ 134,229.78
29998	07/13/2021	HR	WWTP	CSJVRMA	1ST QUARTER DEPOSIT FY 21/22	\$ 268,459.57
29998	07/13/2021	HR	PD OPS	CSJVRMA	1ST QUARTER DEPOSIT FY 21/22	\$ 53,510.52
29999	07/13/2021	FINANCE	PD OPS	COMCAST	07/21 SERVICE 8155500320322006	\$ 86.13
30000	07/13/2021	FINANCE	UB - GARBAGE	CORELOGIC INFORMATION SOLUTIONS INC	METRO SCAN JUNE 2021	\$ 37.50
30000	07/13/2021	FINANCE	UB - SEWER	CORELOGIC INFORMATION SOLUTIONS INC	METRO SCAN JUNE 2021	\$ 37.50
30000	07/13/2021	FINANCE	UB - WATER	CORELOGIC INFORMATION SOLUTIONS INC	METRO SCAN JUNE 2021	\$ 75.00
30001	07/13/2021	ENGINEERING	ENGINEERING	DIAMOND COMMUNICATIONS	ALARM MONITORING	\$ 210.00
30001	07/13/2021	FACILITIES	FACILITIES MAINT	DIAMOND COMMUNICATIONS	ALARM MONITORING	\$ 63.75
30001	07/13/2021	FACILITIES	STREETS	DIAMOND COMMUNICATIONS	ALARM MONITORING	\$ 63.75
30001	07/13/2021	FACILITIES	SEWER OPS	DIAMOND COMMUNICATIONS	ALARM MONITORING	\$ 63.75
30001	07/13/2021	FACILITIES	WATER OPS	DIAMOND COMMUNICATIONS	ALARM MONITORING	\$ 63.75
30001	07/13/2021	PARKS ADMIN	COMM & REC	DIAMOND COMMUNICATIONS	ALARM MONITORING	\$ 36.00
30002	07/13/2021	HR	INS/RISK MGT	ADMINISTRATIVE SOLUTIONS	CLAIMS PAYMENT FOR MERP	\$ 134,838.79
30003	07/13/2021	HR	PAYROLL TRUST	LINCOLN FINANCIAL	LIFE AND LTD INSURANCE JULY 21	\$ 8,424.01
30004	07/13/2021	FINANCE	FINANCE	MUNISERVICES, LLC	SUTA SVS FOR TAX QTR ENDING 12/31/20	\$ 2,134.70
30005	07/13/2021	FINANCE	WATER CONSERV	CITY OF MADERA	MULCH REBATE 9924657	\$ 93.60
30005	07/13/2021	FINANCE	WATER CONSERV	CITY OF MADERA	MULCH REBATE - 9917789	\$ 100.00
30005	07/13/2021	FINANCE	WATER CONSERV	CITY OF MADERA	TOILET REPLACEMENT REBATE - 9656207	\$ 200.00
30005	07/13/2021	FINANCE	WATER CONSERV	CITY OF MADERA	TOILET REPLACEMENT REBATE - 9896117	\$ 398.00
30005	07/13/2021	FINANCE	WATER CONSERV	CITY OF MADERA	TOILET REPLACEMENT REBATE - 99919705	\$ 100.00
30005	07/13/2021	FINANCE	WATER CONSERV	CITY OF MADERA	SMART IRR CONTROLLER REBATE - 9915623	\$ 59.97
30005	07/13/2021	FINANCE	WATER CONSERV	CITY OF MADERA	SMART IRR CONTROLLER REBATE - 9908978	\$ 158.97
30005	07/13/2021	FINANCE	WATER CONSERV	CITY OF MADERA	SMART IRR CONTROLLER REBATE - 9920718	\$ 59.97
30005	07/13/2021	FINANCE	WATER CONSERV	CITY OF MADERA	SMART IRR CONTROLLER REBATE - 9892547	\$ 160.20
30005	07/13/2021	FINANCE	WATER CONSERV	CITY OF MADERA	SMART IRR CONTROLLER REBATE - 9898883	\$ 149.99
30005	07/13/2021	FINANCE	WATER CONSERV	CITY OF MADERA	SMART IRR CONTROLLER REBATE - 9897132	\$ 169.99
30005	07/13/2021	FINANCE	WATER CONSERV	CITY OF MADERA	CLOTHES WASHER REBATE - 7898362	\$ 200.00
30005	07/13/2021	FINANCE	WATER CONSERV	CITY OF MADERA	CLOTHES WASHER REBATE - 9915623	\$ 200.00
30005	07/13/2021	FINANCE	WATER CONSERV	CITY OF MADERA	DRIP IRRIGATION REBATE - 9921153	\$ 58.76
30005	07/13/2021	FINANCE	WATER CONSERV	CITY OF MADERA	DRIP IRRIGATION REBATE - 6613301	\$ 114.45
30006	07/13/2021	WATER OPS	WATER OPS	MADERA PUMPS, INC.	INSTALL MOTOR AT WELL 23	\$ 185.00
30006	07/13/2021	WATER OPS	WATER OPS	MADERA PUMPS, INC.	SET LATERAL WELL 23	\$ 185.00
30007	07/13/2021	CITY ADMIN	CITY MANAGER	MADERA TRIBUNE	ANNUAL SUBSCRIPTION - CITY MANAGER	\$ 49.00
30007	07/13/2021	CITY CLERK	CITY CLERK	MADERA TRIBUNE	PUBLICATION OF ORDINANCE 976 & 977 CS	\$ 351.00
30008	07/13/2021	FACILITIES	CODE ENF	MADERA UNIFIED SCHOOL DISTRICT	CNG FUEL USAGE 06/01/21-06/30/21	\$ 12.39
30008	07/13/2021	FACILITIES	ENGINEERING	MADERA UNIFIED SCHOOL DISTRICT	CNG FUEL USAGE 06/01/21-06/30/21	\$ 111.41
30008	07/13/2021	FACILITIES	PARKS	MADERA UNIFIED SCHOOL DISTRICT	CNG FUEL USAGE 06/01/21-06/30/21	\$ 206.85
30008	07/13/2021	FACILITIES	STREETS	MADERA UNIFIED SCHOOL DISTRICT	CNG FUEL USAGE 06/01/21-06/30/21	\$ 128.38

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30009	07/13/2021	WWTP	WWTP	METTLER TOLEDO, INC.	EQUIPMENT CALIBRATION	\$ 738.72
30010	07/13/2021	FINANCE	CFD 2005-1	WILLDAN FINANCIAL SERVICES	CDF 20015-1 & 2006-1 ADMIN FEE 07/21	\$ 1,423.04
30010	07/13/2021	FINANCE	CFD 2006-1	WILLDAN FINANCIAL SERVICES	CDF 20015-1 & 2006-1 ADMIN FEE 07/21	\$ 1,010.54
30011	07/13/2021	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	06/21 SERVICE 8126770647-1	\$ 552.70
30011	07/13/2021	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	06/21 SERVICE 3499945233-6	\$ 79.19
30011	07/13/2021	FINANCE	FIRE	PACIFIC GAS & ELECTRIC	06/21 SERVICE 2173157566-4	\$ 1,648.85
30012	07/13/2021	FACILITIES	AIRPORT OPS	PRAXAIR DISTRIBUTION, INC.	CYLINDER DEMURRAGE	\$ 55.22
30012	07/13/2021	FACILITIES	DRAINAGE	PRAXAIR DISTRIBUTION, INC.	CYLINDER DEMURRAGE	\$ 165.66
30012	07/13/2021	FACILITIES	FLEET MAINT	PRAXAIR DISTRIBUTION, INC.	CYLINDER DEMURRAGE	\$ 82.83
30012	07/13/2021	FACILITIES	SEWER OPS	PRAXAIR DISTRIBUTION, INC.	CYLINDER DEMURRAGE	\$ 82.86
30012	07/13/2021	FACILITIES	WATER OPS	PRAXAIR DISTRIBUTION, INC.	CYLINDER DEMURRAGE	\$ 165.66
30012	07/13/2021	FACILITIES	WWTP	PRAXAIR DISTRIBUTION, INC.	CYLINDER DEMURRAGE	\$ 82.83
30013	07/13/2021	FINANCE	COMPUTER MAINT	SOUTHERN COMPUTER WAREHOUSE	BACKUP SOFTWARE LICENSING	\$ 9,421.40
30014	07/13/2021	ENGINEERING	SEWER SE QUAD	YAMABE & HORN ENGINEERING	SS-13 PECAN SEWER MAIN; ELEVATION SURVEY	\$ 876.25
30015	07/13/2021	PW ADMIN	WATER CONSERV	OTP- REBATES	TURF REPLACEMENT REBATE	\$ 1,440.00
30016	07/13/2021	PW ADMIN	WATER CONSERV	OTP- REBATES	TURF REPLACEMENT REBATE	\$ 1,873.00
30017	07/13/2021	BUILDING	BUILDING	BLDING/PLAN REFNDS	JOB CANCELLED, REIMBURSE FEES	\$ 146.18
30017	07/13/2021	BUILDING	GENERAL FUND	BLDING/PLAN REFNDS	JOB CANCELLED, REIMBURSE FEES	\$ 1.50
30018	07/19/2021	ENGINEERING	LTF - PARKS	MOORE TWINING ASSOCIATES, INC	PK-08 , FRESNO RIVER TRAIL - UPRR AND GATEWAY	\$ 264.00
30019	07/19/2021	WWTP	WWTP	TERRAFORM POWER, LLC.	SOLAR ELECTRIC UTILITIES JUNE 2021	\$ 18,943.29
30020	07/19/2021	WATER QUALITY	WATER QUALITY	THIRKETTLE CORPORATION	520M SMARTPOINT SINGLE PORT UNIT TRANSMITTERS	\$ 8,622.12
30021	07/19/2021	FINANCE	PAYROLL TRUST	CA DEPARTMENT OF CHILD SUPPORT	CHILD SUPPORT DEDUCTIONS	\$ 1,598.27
30022	07/19/2021	PD OPS	PD OPS	KELLOM, JOEL	PER DIEM - DRE SCHOOL	\$ 363.00
30023	07/19/2021	PD OPS	PD OPS	JOSE MADRIGAL	TOWING FEES - 21M-04850	\$ 250.00
30023	07/19/2021	PD OPS	PD OPS	JOSE MADRIGAL	TOWING FEES	\$ 250.00
30024	07/19/2021	FINANCE	FINANCE	ROMERO, ESTEVAN	TUITION REIMBURSEMENT	\$ 495.58
30025	07/19/2021	FINANCE	PURCHASING	MV CHENG & ASSOCIATES, INC.	TEMP SERVICES -PURCHASING MANAGER	\$ 200.00
30026	07/19/2021	CITY CLERK	CITY CLERK	GENERAL LOGISTICS SYSTEMS US INC	OVERNIGHT SHIPPING	\$ 6.95
30027	07/19/2021	FINANCE	CITY MANAGER	HINDERLITER, DE LLAMAS AND ASSOCIATES	CANNABIS CONSULTING SERVICES- 06/21	\$ 1,250.00
30028	07/19/2021	HR	PAYROLL TRUST	HALCYON BEHAVIORAL, LLC	EAP/WELLNESS JULY 2021	\$ 766.08
30029	07/19/2021	FINANCE	DRAINAGE	NBS GOVERNMENT FINANCE GROUP	RATE STUDY/ANALYSIS	\$ 7,156.10
30029	07/19/2021	FINANCE	SOLID WASTE	NBS GOVERNMENT FINANCE GROUP	RATE STUDY/ANALYSIS	\$ 6,533.84
30029	07/19/2021	FINANCE	UB - SEWER	NBS GOVERNMENT FINANCE GROUP	RATE STUDY/ANALYSIS	\$ 6,081.28
30029	07/19/2021	FINANCE	UB - WATER	NBS GOVERNMENT FINANCE GROUP	RATE STUDY/ANALYSIS	\$ 8,513.78
30030	07/19/2021	FIRE	MEAS K - FIRE	BAUER COMPRESSORS, INC	SELF CONTAINED BREATHING APPARATUS	\$ 2,933.01
30031	07/19/2021	PW ADMIN	STREETS	HAUL-R-US JUNK REMOVAL, LLC	RIVER CLEAN UP HAULER	\$ 6,162.50
30032	07/19/2021	FIRE	FIRE	VAN DE POL ENTERPRISES, INC.	FUEL CDF 06.01.21-06.15.21	\$ 695.10
30032	07/19/2021	FIRE	MEAS K - FIRE	VAN DE POL ENTERPRISES, INC.	FUEL CDF 06.25.21	\$ 2,727.68
30033	07/19/2021	FINANCE	UB - GARBAGE	SIJ HOLDINGS LLC	RECRUITMENT AD - UB SUPERVISOR	\$ 212.18

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30033	07/19/2021	FINANCE	UB - SEWER	SIJ HOLDINGS LLC	RECRUITMENT AD - UB SUPERVISOR	\$ 212.18
30033	07/19/2021	FINANCE	UB - WATER	SIJ HOLDINGS LLC	RECRUITMENT AD - UB SUPERVISOR	\$ 424.34
30034	07/19/2021	HR	HR/RISK MGT	ALLIANT INSURANCE SERVICES, INC.	HEALTH AND WELFARE BENEFITS	\$ 2,788.57
30035	07/19/2021	PD OPS	PD OPS	JARED MACIEL	PER DIEM - CRISIS INTERVENTION	\$ 231.00
30036	07/19/2021	PD OPS	PD OPS	TALONA CORTEZ	PER DIEM - CRISIS INTERVENTION	\$ 231.00
30037	07/19/2021	FINANCE	BUILDING	AT&T	06/21 CALNET SERVICE 9391026407	\$ 23.67
30037	07/19/2021	FINANCE	FIRE	AT&T	06/21 CALNET SERVICE 9391026402	\$ 23.67
30037	07/19/2021	PD OPS	PD OPS	AT&T	06/21 CALNET SERVICE 9391031578	\$ 174.18
30037	07/19/2021	PD OPS	PD OPS	AT&T	06/21 CALNET SERVICE 9391031566	\$ 166.16
30037	07/19/2021	PD OPS	PD OPS	AT&T	06/21 CALNET SERVICE 9391026414	\$ 275.97
30038	07/19/2021	WWTP	WWTP	BSK ASSOCIATES	PERMIT COMPLIANCE LAB	\$ 789.50
30039	07/19/2021	HR	CITY MANAGER	BLUE SHIELD OF CALIFORNIA	CITY PAID RETIREE MED BILL	\$ 130.40
30040	07/19/2021	HR	HR/RISK MGT	CA DEPARTMENT OF JUSTICE	JUNE 2021 FINGERPRINTING	\$ 128.00
30040	07/19/2021	PD OPS	FIRE	CA DEPARTMENT OF JUSTICE	MISCELLANEOUS SERVICES APRIL-JUNE 21	\$ 1,876.98
30041	07/19/2021	FACILITIES	AIRPORT OPS	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE	\$ 48.50
30041	07/19/2021	FACILITIES	COMM & REC	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE	\$ 530.50
30041	07/19/2021	FACILITIES	ENGINEERING	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE	\$ 97.00
30041	07/19/2021	FACILITIES	FACILITIES MAINT	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE	\$ 48.50
30041	07/19/2021	FACILITIES	FIRE	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE	\$ 97.00
30041	07/19/2021	FACILITIES	GRANT OVERSIGHT	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE	\$ 48.50
30041	07/19/2021	FACILITIES	WATER OPS	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE	\$ 48.50
30041	07/19/2021	FACILITIES	WWTP	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE	\$ 48.50
30041	07/19/2021	FACILITIES	PD OPS	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE	\$ 48.50
30042	07/19/2021	FINANCE	BUILDING	COMCAST	CITY INTERNET CONNECTION 06/21	\$ 63.73
30042	07/19/2021	FINANCE	CITY ATTORNEY	COMCAST	CITY INTERNET CONNECTION 06/21	\$ 18.86
30042	07/19/2021	FINANCE	CITY CLERK	COMCAST	CITY INTERNET CONNECTION 06/21	\$ 18.92
30042	07/19/2021	FINANCE	CODE ENF	COMCAST	CITY INTERNET CONNECTION 06/21	\$ 135.45
30042	07/19/2021	FINANCE	COMM & REC	COMCAST	CITY INTERNET CONNECTION 06/21	\$ 90.62
30042	07/19/2021	FINANCE	COMPUTER MAINT	COMCAST	CITY INTERNET CONNECTION 06/21	\$ 36.86
30042	07/19/2021	FINANCE	ENGINEERING	COMCAST	CITY INTERNET CONNECTION 06/21	\$ 126.49
30042	07/19/2021	FINANCE	FACILITIES MAINT	COMCAST	CITY INTERNET CONNECTION 06/21	\$ 27.87
30042	07/19/2021	FINANCE	FINANCE	COMCAST	CITY INTERNET CONNECTION 06/21	\$ 99.59
30042	07/19/2021	FINANCE	FLEET MAINT	COMCAST	CITY INTERNET CONNECTION 06/21	\$ 18.92
30042	07/19/2021	FINANCE	GRANT OVERSIGHT	COMCAST	CITY INTERNET CONNECTION 06/21	\$ 36.86
30042	07/19/2021	FINANCE	HR/RISK MGT	COMCAST	CITY INTERNET CONNECTION 06/21	\$ 36.86
30042	07/19/2021	FINANCE	PARKS	COMCAST	CITY INTERNET CONNECTION 06/21	\$ 45.79
30042	07/19/2021	FINANCE	PARKS ADMIN	COMCAST	CITY INTERNET CONNECTION 06/21	\$ 36.83
30042	07/19/2021	FINANCE	PLANNING	COMCAST	CITY INTERNET CONNECTION 06/21	\$ 45.48
30042	07/19/2021	FINANCE	STREETS	COMCAST	CITY INTERNET CONNECTION 06/21	\$ 45.80

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30042	07/19/2021	FINANCE	RECREATION	COMCAST	CITY INTERNET CONNECTION 06/21	\$ 54.77
30042	07/19/2021	FINANCE	SEWER OPS	COMCAST	CITY INTERNET CONNECTION 06/21	\$ 32.34
30042	07/19/2021	FINANCE	SOLID WASTE	COMCAST	CITY INTERNET CONNECTION 06/21	\$ 36.83
30042	07/19/2021	FINANCE	SR CITIZEN COMM	COMCAST	CITY INTERNET CONNECTION 06/21	\$ 36.83
30042	07/19/2021	FINANCE	UB - GARBAGE	COMCAST	CITY INTERNET CONNECTION 06/21	\$ 30.11
30042	07/19/2021	FINANCE	UB - SEWER	COMCAST	CITY INTERNET CONNECTION 06/21	\$ 30.11
30042	07/19/2021	FINANCE	UB - WATER	COMCAST	CITY INTERNET CONNECTION 06/21	\$ 59.25
30042	07/19/2021	FINANCE	WATER OPS	COMCAST	CITY INTERNET CONNECTION 06/21	\$ 41.31
30042	07/19/2021	FINANCE	WATER QUALITY	COMCAST	CITY INTERNET CONNECTION 06/21	\$ 18.92
30042	07/19/2021	FINANCE	WWTP	COMCAST	CITY INTERNET CONNECTION 06/21	\$ 27.87
30042	07/19/2021	FINANCE	CITY MANAGER	COMCAST	CITY INTERNET CONNECTION 06/21	\$ 18.86
30042	07/19/2021	FINANCE	PURCHASING	COMCAST	CITY INTERNET CONNECTION 06/21	\$ 27.87
30043	07/19/2021	HR	HR/RISK MGT	CONCENTRA MEDICAL CENTERS	PRE-EMPLOYMENT PHYSICAL	\$ 437.00
30044	07/19/2021	ENGINEERING	PD OPS	CORE BUSINESS INTERIORS	CHAIRS (10) ENG	\$ 6,501.39
30045	07/19/2021	PD OPS	CODE ENF	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST JUNE 2021	\$ 264.50
30046	07/19/2021	FINANCE	UB - GARBAGE	DATAPROSE, LLC	APRIL 2021 NEWSLETTER	\$ 295.79
30046	07/19/2021	FINANCE	UB - GARBAGE	DATAPROSE, LLC	MAY 2021 NEWSLETTER	\$ 295.79
30046	07/19/2021	FINANCE	UB - SEWER	DATAPROSE, LLC	APRIL 2021 NEWSLETTER	\$ 295.79
30046	07/19/2021	FINANCE	UB - SEWER	DATAPROSE, LLC	MAY 2021 NEWSLETTER	\$ 295.79
30046	07/19/2021	FINANCE	UB - WATER	DATAPROSE, LLC	APRIL 2021 NEWSLETTER	\$ 591.59
30046	07/19/2021	FINANCE	UB - WATER	DATAPROSE, LLC	MAY 2021 NEWSLETTER	\$ 591.59
30047	07/19/2021	HR	INS/RISK MGT	ADMINISTRATIVE SOLUTIONS	CLAIMS PAYMENT FOR MERP	\$ 12,443.36
30048	07/19/2021	PD OPS	PD OPS	ESTEVES, BRIAN	PER DIEM - COMMAND COLLEGE SESSION 2	\$ 408.25
30049	07/19/2021	WATER OPS	WATER OPS	INDUSTRIAL ELECTRICAL CO.	WELL 23 MOTOR REPAIR	\$ 12,533.93
30050	07/19/2021	FINANCE	PAYROLL TRUST	CITY OF MADERA	REFUND REGISTER 2	\$ 1,085.87
30051	07/19/2021	HR	HR/RISK MGT	MADERA TRIBUNE	RECRUITMENT AD - CODE ENFORCEMENT	\$ 41.80
30051	07/19/2021	HR	HR/RISK MGT	MADERA TRIBUNE	RECRUITMENT AD - PD DISPATCHER	\$ 38.00
30051	07/19/2021	HR	HR/RISK MGT	MADERA TRIBUNE	RECRUITMENT AD - ASST PLANNER	\$ 45.60
30051	07/19/2021	PLANNING	PLANNING	MADERA TRIBUNE	PUBLIC HEARING NOTICE	\$ 864.50
30052	07/19/2021	FINANCE	PAYROLL TRUST	N.P.C.-ORCHARD TRUST COMPANY	EE DEFERRED COMP CONTRIBUTIONS	\$ 7,571.38
30053	07/19/2021	FINANCE	PAYROLL TRUST	N.P.C.-ORCHARD TRUST COMPANY	EE DEFERRED COMP CONTRIBUTIONS	\$ 680.26
30054	07/19/2021	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	06/21 SERVICE 3533032414-2	\$ 1,256.63
30054	07/19/2021	FINANCE	CENTRAL ADMIN	PACIFIC GAS & ELECTRIC	06/21 SERVICE 3533032414-2	\$ 2,057.22
30054	07/19/2021	FINANCE	COMM & REC	PACIFIC GAS & ELECTRIC	06/21 SERVICE 3533032414-2	\$ 2,505.12
30054	07/19/2021	FINANCE	DRAINAGE	PACIFIC GAS & ELECTRIC	06/21 SERVICE 3533032414-2	\$ 1,968.42
30054	07/19/2021	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	06/21 SERVICE 5207933925-6	\$ 47.90
30054	07/19/2021	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	06/21 SERVICE 9787342989-4	\$ 94.71
30054	07/19/2021	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	06/21 SERVICE 1598348280-1	\$ 47.90
30054	07/19/2021	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	06/21 SERVICE 5225647713-5	\$ 15.77

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30054	07/19/2021	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	06/21 SERVICE 3533032414-2	\$ 23,660.86
30054	07/19/2021	FINANCE	FIRE	PACIFIC GAS & ELECTRIC	06/21 SERVICE 3533032414-2	\$ 2,136.42
30054	07/19/2021	FINANCE	INTERMODAL BLDG	PACIFIC GAS & ELECTRIC	06/21 SERVICE 3533032414-2	\$ 915.82
30054	07/19/2021	FINANCE	PARKING DIST OPS	PACIFIC GAS & ELECTRIC	06/21 SERVICE 3533032414-2	\$ 94.08
30054	07/19/2021	FINANCE	PARKS	PACIFIC GAS & ELECTRIC	06/21 SERVICE 8675479583-8	\$ 41.51
30054	07/19/2021	FINANCE	PARKS	PACIFIC GAS & ELECTRIC	06/21 SERVICE 3533032414-2	\$ 3,895.51
30054	07/19/2021	FINANCE	SEWER OPS	PACIFIC GAS & ELECTRIC	06/21 SERVICE 3533032414-2	\$ 2,119.90
30054	07/19/2021	FINANCE	SOLID WASTE	PACIFIC GAS & ELECTRIC	06/21 SERVICE 3533032414-2	\$ 147.44
30054	07/19/2021	FINANCE	SR CITIZEN COMM	PACIFIC GAS & ELECTRIC	06/21 SERVICE 3533032414-2	\$ 46.47
30054	07/19/2021	FINANCE	WATER OPS	PACIFIC GAS & ELECTRIC	06/21 SERVICE 3533032414-2	\$ 139,679.36
30054	07/19/2021	FINANCE	WWTP	PACIFIC GAS & ELECTRIC	06/21 SERVICE 3533032414-2	\$ 184.27
30054	07/19/2021	FINANCE	ZONE 24	PACIFIC GAS & ELECTRIC	06/21 SERVICE 3533032414-2	\$ 10.67
30054	07/19/2021	FINANCE	ZONE 31A	PACIFIC GAS & ELECTRIC	06/21 SERVICE 3533032414-2	\$ 29.95
30054	07/19/2021	FINANCE	ZONE 20B	PACIFIC GAS & ELECTRIC	06/21 SERVICE 3533032414-2	\$ 9.86
30054	07/19/2021	FINANCE	ZONE 27B	PACIFIC GAS & ELECTRIC	06/21 SERVICE 3533032414-2	\$ 10.72
30054	07/19/2021	FINANCE	ZONE 2	PACIFIC GAS & ELECTRIC	06/21 SERVICE 3533032414-2	\$ 52.60
30054	07/19/2021	FINANCE	ZONE 3	PACIFIC GAS & ELECTRIC	06/21 SERVICE 3533032414-2	\$ 40.22
30054	07/19/2021	FINANCE	ZONE 31B	PACIFIC GAS & ELECTRIC	06/21 SERVICE 3533032414-2	\$ 29.95
30054	07/19/2021	FINANCE	ZONE 4	PACIFIC GAS & ELECTRIC	06/21 SERVICE 3533032414-2	\$ 10.95
30054	07/19/2021	FINANCE	ZONE 6A	PACIFIC GAS & ELECTRIC	06/21 SERVICE 3533032414-2	\$ 63.55
30054	07/19/2021	FINANCE	ZONE 29C	PACIFIC GAS & ELECTRIC	06/21 SERVICE 3533032414-2	\$ 10.90
30054	07/19/2021	FINANCE	ZONE 8	PACIFIC GAS & ELECTRIC	06/21 SERVICE 3533032414-2	\$ 65.07
30054	07/19/2021	FINANCE	ZONE 16	PACIFIC GAS & ELECTRIC	06/21 SERVICE 3533032414-2	\$ 22.15
30054	07/19/2021	FINANCE	ZONE 13	PACIFIC GAS & ELECTRIC	06/21 SERVICE 3533032414-2	\$ 119.46
30054	07/19/2021	FINANCE	ZONE 43A	PACIFIC GAS & ELECTRIC	06/21 SERVICE 6948316261-1	\$ 45.01
30054	07/19/2021	FINANCE	PD OPS	PACIFIC GAS & ELECTRIC	06/21 SERVICE 1715785853-5	\$ 1,443.18
30055	07/19/2021	PW ADMIN	WATER OPS	PRAXAIR DISTRIBUTION, INC.	CYLINDER DEMURRAGE RENTAL	\$ 617.79
30055	07/19/2021	PW ADMIN	WATER OPS	PRAXAIR DISTRIBUTION, INC.	CYLINDER DEMURRAGE	\$ 37.61
30056	07/19/2021	ENGINEERING	RSTP - FED EX	SEAL RITE PAVING	TS-29 STADIUM/GARY PEDESTRIAN HYBRID	\$ 32,426.09
30057	07/19/2021	WWTP	WWTP	TESEI PETROLEUM INC.	GAS METER REPAIRS/REPLACE	\$ 679.76
30058	07/19/2021	PD OPS	PD OPS	TRANSUNION RISK & ALTERNATIVE DATA SOL.	DATABASE ACCESS JUNE 2021	\$ 191.00
30059	07/19/2021	FINANCE	PAYROLL TRUST	VANTAGEPOINT TRANSFER AGENTS-457	EE DEFERRED COMP CONTRIBUTIONS	\$ 22,534.19
30060	07/19/2021	PW ADMIN	WATER CONSERV	OTP- REBATES	TURF REPLACEMENT REBATE	\$ 2,400.00
30061	07/19/2021	PW ADMIN	WATER CONSERV	OTP- REBATES	TURF REPLACEMENT REBATE	\$ 2,000.00
30062	07/19/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9892947 731 S B CREDIT REFUND	\$ 141.68
30063	07/19/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9917746 925 E RIVERSIDE CREDIT REFUND	\$ 95.35
30064	07/19/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9921437 309 LYNN CREDIT REFUND	\$ 145.23
30065	07/19/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9922934 2692 KIMBERLY CREDIT REFUND	\$ 112.38
30066	07/19/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9904205 1991 FILLMORE CREDIT REFUND	\$ 353.39

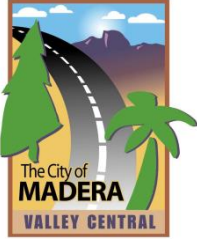
CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
30067	07/19/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9924885 36 ASILOMAR CREDIT REFUND	\$ 130.50
30068	07/19/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9914644 1164 LAGUNA CREDIT REFUND	\$ 132.19
30069	07/19/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9924433 1231 MONTEREY CREDIT REFUND	\$ 143.90
30070	07/19/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9926090 126 HARDING CREDIT REFUND	\$ 149.83
30071	07/19/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9921132 1475 DOME CREDIT REFUND	\$ 109.28
30072	07/19/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9924943 3107 HILLCREST CREDIT REFUND	\$ 55.73
30073	07/19/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9924870 1157 CRYSTAL CREDIT REFUND	\$ 30.59
30074	07/19/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9922690 529 CHESTNUT CREDIT REFUND	\$ 108.57
30075	07/19/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9904677 155 CROWN CREDIT REFUND	\$ 275.34
30076	07/19/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9923995 115 W CENTRAL CREDIT REFUND	\$ 245.91
30077	07/19/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9226006 826 SIERRA CREDIT REFUND	\$ 75.29
30078	07/19/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9920754 1024 PINEWOOD CREDIT REFUND	\$ 591.40
30079	07/19/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9919896 1311 FOUNTIAN CREDIT REFUND	\$ 140.44
30080	07/19/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 4926197 213 CLEMMENSEN CREDIT REFUND	\$ 88.38
30081	07/19/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9924297 409 AHWAHNEE CREDIT REFUND	\$ 104.35
30082	07/19/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9904833 1420 ROBERTS CREDIT REFUND	\$ 199.00
30083	07/19/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9923259 1028 CLINTON CREDIT REFUND	\$ 136.68
30084	07/19/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9920734 1392 SHELLEY COVE CREDIT REFUND	\$ 143.85
30085	07/19/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9918704 2708 NATIONAL CREDIT REFUND	\$ 51.01
30086	07/19/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9907795 545 QUADY CREDIT REFUND	\$ 178.00
30087	07/19/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9923047 1125 GRANT CREDIT REFUND	\$ 112.42
30088	07/19/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9895018 2010 FILLMORE CREDIT REFUND	\$ 370.74
30089	07/22/2021	PURCHASING	AIRPORT OPS	US BANK CORPORATE PAYMENT SYSTEMS	05/21 CAL-CARD CHARGES	\$ 2,324.91
30089	07/22/2021	PURCHASING	AIRPORT OPS	US BANK CORPORATE PAYMENT SYSTEMS	06/21 CAL-CARD CHARGES	\$ 101.47
30089	07/22/2021	PURCHASING	AQUATICS PROGRM	US BANK CORPORATE PAYMENT SYSTEMS	06/21 CAL-CARD CHARGES	\$ 3,373.75
30089	07/22/2021	PURCHASING	BUILDING	US BANK CORPORATE PAYMENT SYSTEMS	05/21 CAL-CARD CHARGES	\$ 229.00
30089	07/22/2021	PURCHASING	CENTRAL ADMIN	US BANK CORPORATE PAYMENT SYSTEMS	05/21 CAL-CARD CHARGES	\$ 1,982.82
30089	07/22/2021	PURCHASING	CENTRAL ADMIN	US BANK CORPORATE PAYMENT SYSTEMS	06/21 CAL-CARD CHARGES	\$ 2,746.94
30089	07/22/2021	PURCHASING	CITY CLERK	US BANK CORPORATE PAYMENT SYSTEMS	05/21 CAL-CARD CHARGES	\$ 235.49
30089	07/22/2021	PURCHASING	CITY CLERK	US BANK CORPORATE PAYMENT SYSTEMS	06/21 CAL-CARD CHARGES	\$ 1,182.51
30089	07/22/2021	PURCHASING	CITY COUNCIL	US BANK CORPORATE PAYMENT SYSTEMS	05/21 CAL-CARD CHARGES	\$ 63.11
30089	07/22/2021	PURCHASING	CITY COUNCIL	US BANK CORPORATE PAYMENT SYSTEMS	06/21 CAL-CARD CHARGES	\$ 546.10
30089	07/22/2021	PURCHASING	CODE ENF	US BANK CORPORATE PAYMENT SYSTEMS	05/21 CAL-CARD CHARGES	\$ 715.92
30089	07/22/2021	PURCHASING	CODE ENF	US BANK CORPORATE PAYMENT SYSTEMS	06/21 CAL-CARD CHARGES	\$ 449.33
30089	07/22/2021	PURCHASING	COMM & REC	US BANK CORPORATE PAYMENT SYSTEMS	05/21 CAL-CARD CHARGES	\$ 648.89
30089	07/22/2021	PURCHASING	COMM & REC	US BANK CORPORATE PAYMENT SYSTEMS	06/21 CAL-CARD CHARGES	\$ 2,081.70
30089	07/22/2021	PURCHASING	COMM PROMO	US BANK CORPORATE PAYMENT SYSTEMS	05/21 CAL-CARD CHARGES	\$ 273.97
30089	07/22/2021	PURCHASING	COMM PROMO	US BANK CORPORATE PAYMENT SYSTEMS	06/21 CAL-CARD CHARGES	\$ 110.00
30089	07/22/2021	PURCHASING	COMPUTER MAINT	US BANK CORPORATE PAYMENT SYSTEMS	05/21 CAL-CARD CHARGES	\$ 6,145.97

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
30089	07/22/2021	PURCHASING	COMPUTER MAINT	US BANK CORPORATE PAYMENT SYSTEMS	06/21 CAL-CARD CHARGES	\$ 424.47
30089	07/22/2021	PURCHASING	DRAINAGE	US BANK CORPORATE PAYMENT SYSTEMS	05/21 CAL-CARD CHARGES	\$ 833.77
30089	07/22/2021	PURCHASING	DRAINAGE	US BANK CORPORATE PAYMENT SYSTEMS	06/21 CAL-CARD CHARGES	\$ 425.35
30089	07/22/2021	PURCHASING	ENGINEERING	US BANK CORPORATE PAYMENT SYSTEMS	05/21 CAL-CARD CHARGES	\$ 1,202.47
30089	07/22/2021	PURCHASING	ENGINEERING	US BANK CORPORATE PAYMENT SYSTEMS	06/21 CAL-CARD CHARGES	\$ 3,905.95
30089	07/22/2021	PURCHASING	FACILITIES MAINT	US BANK CORPORATE PAYMENT SYSTEMS	05/21 CAL-CARD CHARGES	\$ 3,243.39
30089	07/22/2021	PURCHASING	FACILITIES MAINT	US BANK CORPORATE PAYMENT SYSTEMS	06/21 CAL-CARD CHARGES	\$ 10,801.71
30089	07/22/2021	PURCHASING	FINANCE	US BANK CORPORATE PAYMENT SYSTEMS	05/21 CAL-CARD CHARGES	\$ 273.52
30089	07/22/2021	PURCHASING	FINANCE	US BANK CORPORATE PAYMENT SYSTEMS	06/21 CAL-CARD CHARGES	\$ 400.72
30089	07/22/2021	PURCHASING	FIRE	US BANK CORPORATE PAYMENT SYSTEMS	05/21 CAL-CARD CHARGES	\$ 5,222.32
30089	07/22/2021	PURCHASING	FIRE	US BANK CORPORATE PAYMENT SYSTEMS	06/21 CAL-CARD CHARGES	\$ 21,977.52
30089	07/22/2021	PURCHASING	FLEET MAINT	US BANK CORPORATE PAYMENT SYSTEMS	05/21 CAL-CARD CHARGES	\$ 10,714.72
30089	07/22/2021	PURCHASING	FLEET MAINT	US BANK CORPORATE PAYMENT SYSTEMS	06/21 CAL-CARD CHARGES	\$ 8,871.10
30089	07/22/2021	PURCHASING	MOTOR POOL	US BANK CORPORATE PAYMENT SYSTEMS	05/21 CAL-CARD CHARGES	\$ 30.00
30089	07/22/2021	PURCHASING	GENERAL FUND	US BANK CORPORATE PAYMENT SYSTEMS	05/21 CAL-CARD CHARGES	\$ 15,773.92
30089	07/22/2021	PURCHASING	GENERAL FUND	US BANK CORPORATE PAYMENT SYSTEMS	06/21 CAL-CARD CHARGES	\$ 6,661.12
30089	07/22/2021	PURCHASING	GENERAL TRUST	US BANK CORPORATE PAYMENT SYSTEMS	06/21 CAL-CARD CHARGES	\$ 250.00
30089	07/22/2021	PURCHASING	GRANT OVERSIGHT	US BANK CORPORATE PAYMENT SYSTEMS	05/21 CAL-CARD CHARGES	\$ 279.54
30089	07/22/2021	PURCHASING	GRANT OVERSIGHT	US BANK CORPORATE PAYMENT SYSTEMS	06/21 CAL-CARD CHARGES	\$ 146.77
30089	07/22/2021	PURCHASING	GRAFFITI ABATE	US BANK CORPORATE PAYMENT SYSTEMS	05/21 CAL-CARD CHARGES	\$ 977.55
30089	07/22/2021	PURCHASING	GRAFFITI ABATE	US BANK CORPORATE PAYMENT SYSTEMS	06/21 CAL-CARD CHARGES	\$ 647.77
30089	07/22/2021	PURCHASING	HOME PROGRAM	US BANK CORPORATE PAYMENT SYSTEMS	05/21 CAL-CARD CHARGES	\$ 154.50
30089	07/22/2021	PURCHASING	HR/RISK MGT	US BANK CORPORATE PAYMENT SYSTEMS	05/21 CAL-CARD CHARGES	\$ (2,692.86)
30089	07/22/2021	PURCHASING	HR/RISK MGT	US BANK CORPORATE PAYMENT SYSTEMS	06/21 CAL-CARD CHARGES	\$ 282.42
30089	07/22/2021	PURCHASING	INS/RISK MGT	US BANK CORPORATE PAYMENT SYSTEMS	05/21 CAL-CARD CHARGES	\$ 2,284.34
30089	07/22/2021	PURCHASING	INS/RISK MGT	US BANK CORPORATE PAYMENT SYSTEMS	06/21 CAL-CARD CHARGES	\$ 1,094.91
30089	07/22/2021	PURCHASING	INTERMODAL BLDG	US BANK CORPORATE PAYMENT SYSTEMS	06/21 CAL-CARD CHARGES	\$ 14.67
30089	07/22/2021	PURCHASING	LMD SERVICES	US BANK CORPORATE PAYMENT SYSTEMS	05/21 CAL-CARD CHARGES	\$ 234.79
30089	07/22/2021	PURCHASING	LTF - STREETS	US BANK CORPORATE PAYMENT SYSTEMS	05/21 CAL-CARD CHARGES	\$ 2,848.38
30089	07/22/2021	PURCHASING	LTF - STREETS	US BANK CORPORATE PAYMENT SYSTEMS	06/21 CAL-CARD CHARGES	\$ 2,997.45
30089	07/22/2021	PURCHASING	MEAS K - FIRE	US BANK CORPORATE PAYMENT SYSTEMS	05/21 CAL-CARD CHARGES	\$ 8,694.21
30089	07/22/2021	PURCHASING	MEAS K - FIRE	US BANK CORPORATE PAYMENT SYSTEMS	06/21 CAL-CARD CHARGES	\$ 5,675.50
30089	07/22/2021	PURCHASING	PARKS	US BANK CORPORATE PAYMENT SYSTEMS	05/21 CAL-CARD CHARGES	\$ 7,443.43
30089	07/22/2021	PURCHASING	PARKS	US BANK CORPORATE PAYMENT SYSTEMS	06/21 CAL-CARD CHARGES	\$ 12,813.90
30089	07/22/2021	PURCHASING	PARKS ADMIN	US BANK CORPORATE PAYMENT SYSTEMS	05/21 CAL-CARD CHARGES	\$ 56.26
30089	07/22/2021	PURCHASING	PLANNING	US BANK CORPORATE PAYMENT SYSTEMS	05/21 CAL-CARD CHARGES	\$ 1,324.70
30089	07/22/2021	PURCHASING	PLANNING	US BANK CORPORATE PAYMENT SYSTEMS	06/21 CAL-CARD CHARGES	\$ 130.26
30089	07/22/2021	PURCHASING	STREETS	US BANK CORPORATE PAYMENT SYSTEMS	05/21 CAL-CARD CHARGES	\$ 14,207.50
30089	07/22/2021	PURCHASING	STREETS	US BANK CORPORATE PAYMENT SYSTEMS	06/21 CAL-CARD CHARGES	\$ 12,208.49

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
30089	07/22/2021	PURCHASING	RECREATION	US BANK CORPORATE PAYMENT SYSTEMS	05/21 CAL-CARD CHARGES	\$ 1,114.19
30089	07/22/2021	PURCHASING	RECREATION	US BANK CORPORATE PAYMENT SYSTEMS	06/21 CAL-CARD CHARGES	\$ 2,643.84
30089	07/22/2021	PURCHASING	SEWER OPS	US BANK CORPORATE PAYMENT SYSTEMS	05/21 CAL-CARD CHARGES	\$ 3,120.15
30089	07/22/2021	PURCHASING	SEWER OPS	US BANK CORPORATE PAYMENT SYSTEMS	06/21 CAL-CARD CHARGES	\$ 3,061.27
30089	07/22/2021	PURCHASING	SR CITIZEN COMM	US BANK CORPORATE PAYMENT SYSTEMS	05/21 CAL-CARD CHARGES	\$ 3,168.59
30089	07/22/2021	PURCHASING	SR CITIZEN COMM	US BANK CORPORATE PAYMENT SYSTEMS	06/21 CAL-CARD CHARGES	\$ (160.55)
30089	07/22/2021	PURCHASING	STREET CLEANING	US BANK CORPORATE PAYMENT SYSTEMS	05/21 CAL-CARD CHARGES	\$ 12.86
30089	07/22/2021	PURCHASING	SUPP LAW ENF	US BANK CORPORATE PAYMENT SYSTEMS	05/21 CAL-CARD CHARGES	\$ 4,313.62
30089	07/22/2021	PURCHASING	SUPP LAW ENF	US BANK CORPORATE PAYMENT SYSTEMS	06/21 CAL-CARD CHARGES	\$ 640.63
30089	07/22/2021	PURCHASING	TIRE CLEAN UP	US BANK CORPORATE PAYMENT SYSTEMS	06/21 CAL-CARD CHARGES	\$ 927.00
30089	07/22/2021	PURCHASING	TRANS - FIXED	US BANK CORPORATE PAYMENT SYSTEMS	05/21 CAL-CARD CHARGES	\$ 880.01
30089	07/22/2021	PURCHASING	TRANS - FIXED	US BANK CORPORATE PAYMENT SYSTEMS	06/21 CAL-CARD CHARGES	\$ 724.62
30089	07/22/2021	PURCHASING	TRANS - DAR	US BANK CORPORATE PAYMENT SYSTEMS	05/21 CAL-CARD CHARGES	\$ 2,777.74
30089	07/22/2021	PURCHASING	TRANS - DAR	US BANK CORPORATE PAYMENT SYSTEMS	06/21 CAL-CARD CHARGES	\$ 2,683.82
30089	07/22/2021	PURCHASING	UB - WATER	US BANK CORPORATE PAYMENT SYSTEMS	05/21 CAL-CARD CHARGES	\$ 1,229.04
30089	07/22/2021	PURCHASING	UB - WATER	US BANK CORPORATE PAYMENT SYSTEMS	06/21 CAL-CARD CHARGES	\$ 1,003.42
30089	07/22/2021	PURCHASING	WATER CONSERV	US BANK CORPORATE PAYMENT SYSTEMS	05/21 CAL-CARD CHARGES	\$ 49.43
30089	07/22/2021	PURCHASING	WATER CONSERV	US BANK CORPORATE PAYMENT SYSTEMS	06/21 CAL-CARD CHARGES	\$ 105.00
30089	07/22/2021	PURCHASING	WATER OPS	US BANK CORPORATE PAYMENT SYSTEMS	05/21 CAL-CARD CHARGES	\$ 16,499.91
30089	07/22/2021	PURCHASING	WATER OPS	US BANK CORPORATE PAYMENT SYSTEMS	06/21 CAL-CARD CHARGES	\$ 7,009.86
30089	07/22/2021	PURCHASING	WATER QUALITY	US BANK CORPORATE PAYMENT SYSTEMS	05/21 CAL-CARD CHARGES	\$ 1,283.43
30089	07/22/2021	PURCHASING	WATER QUALITY	US BANK CORPORATE PAYMENT SYSTEMS	06/21 CAL-CARD CHARGES	\$ 6,685.53
30089	07/22/2021	PURCHASING	WWTP	US BANK CORPORATE PAYMENT SYSTEMS	05/21 CAL-CARD CHARGES	\$ 18,649.32
30089	07/22/2021	PURCHASING	WWTP	US BANK CORPORATE PAYMENT SYSTEMS	06/21 CAL-CARD CHARGES	\$ 13,079.11
30089	07/22/2021	PURCHASING	MEAS K - PD	US BANK CORPORATE PAYMENT SYSTEMS	05/21 CAL-CARD CHARGES	\$ 3,840.01
30089	07/22/2021	PURCHASING	MEAS K - PD	US BANK CORPORATE PAYMENT SYSTEMS	06/21 CAL-CARD CHARGES	\$ 2,140.52
30089	07/22/2021	PURCHASING	CITY MANAGER	US BANK CORPORATE PAYMENT SYSTEMS	05/21 CAL-CARD CHARGES	\$ 788.00
30089	07/22/2021	PURCHASING	FLEET ACQUISITION	US BANK CORPORATE PAYMENT SYSTEMS	05/21 CAL-CARD CHARGES	\$ 728.26
30089	07/22/2021	PURCHASING	PURCHASING	US BANK CORPORATE PAYMENT SYSTEMS	06/21 CAL-CARD CHARGES	\$ 260.75
30089	07/22/2021	PURCHASING	SPECIAL EVENTS	US BANK CORPORATE PAYMENT SYSTEMS	05/21 CAL-CARD CHARGES	\$ 21.63
30089	07/22/2021	PURCHASING	SPECIAL EVENTS	US BANK CORPORATE PAYMENT SYSTEMS	06/21 CAL-CARD CHARGES	\$ 11.19
30089	07/22/2021	PURCHASING	PD OPS	US BANK CORPORATE PAYMENT SYSTEMS	05/21 CAL-CARD CHARGES	\$ 9,742.25
30089	07/22/2021	PURCHASING	PD OPS	US BANK CORPORATE PAYMENT SYSTEMS	06/21 CAL-CARD CHARGES	\$ 7,196.96
30090	07/22/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9921737 150 MARIPOSA CREDIT REFUND	\$ 156.40
2	07/15/2021	FINANCE	MEAS K - FIRE	THE BANK OF NEW YORK MELLON	2019 LEASE REVENUE BOND PAYMENT	\$ 84,000.00
2	07/15/2021	FINANCE	WWTP BOND ADMIN	THE BANK OF NEW YORK MELLON	2015 WASTEWATER REV REF BOND PAYMENT	\$ 237,868.34

BANK #1 - UNION BANK GENERAL ACCOUNT TOTAL

\$ 3,389,074.73



REPORT TO CITY COUNCIL

Approved by:

Wendy Silva
Wendy Silva, Director of Human Resources

Arnoldo Rodriguez
Arnoldo Rodriguez, City Manager

Council Meeting of: August 4, 2021

Agenda Number: B-3

SUBJECT:

Ratification of COVID-19 Emergency Policy Revisions

RECOMMENDATION:

Adopt a Minute Order ratifying issuance of the following by the City Manager in his role as Director of Emergency Services:

1. Revised COVID-19 Emergency Policy No. 2: COVID-19 Paid Leave; and
2. Revised COVID-19 Emergency Policy No. 3: COVID-19 Prevention Program (CPP)

SUMMARY:

In his role as Director of Emergency Services, the City Manager has issued revisions to COVID-19 Emergency Policy No. 2: COVID-19 Paid Leave and Emergency Policy No. 3: COVID-19 Prevention Program.

Emergency Policy No. 2: COVID-19 Paid Leave is being revised primarily due to California Senate Bill (SB) 95. SB 95 requires all California employers with over 26 employees to provide 80 hours of Supplemental Paid Sick Leave (SPSL) to full time employees from January 1, 2021 through September 30, 2021. The City of Madera (City) already provided Emergency Paid Sick Leave (E-PSL) for COVID-19 related reasons under the voluntary American Rescue Plan Act (ARPA), but state law requires an expanded benefit period and changes the name of the leave from E-PSL to SPSL. Policy No. 2 also revises elements of the Emergency FMLA (E-FMLA) leave, extending the benefit until the local COVID-19 emergency declaration ends, but not before September 30, 2021, unless any federal or state government enacts new or revised mandatory paid leave provisions.

Emergency Policy No. 3 is being revised due to Cal/OSHA's changes to Labor Code Sections 3205 to 3205.4 on June 17, 2021.

The requested action is for Council to ratify these revised policies in support and recognition of the City's dedicated workforce.

DISCUSSION:

COVID-19 Emergency Policy No. 2: COVID-19 Paid Leave

As the global COVID-19 pandemic continues, legislation has changed to adapt to the needs of employers and employees. Under the initial Policy No. 2, the City provided E-FMLA and E-PSL benefits under the Families First Coronavirus Response Act (FFCRA). These mandatory benefits sunsetted December 31, 2020 and new legislation under ARPA extended certain provisions, but a significant difference is that provision of these leave types became voluntary. The City did continue to provide both E-FMLA and E-PSL on a voluntary basis. The revised policy acknowledges this voluntary continuance and confirms the parameters under which the leave will be administered.

- Specific to E-FMLA
 - Eligibility: Employee has been employed for at least 30 days and has not already exhausted FMLA leave
 - Employee is eligible for up to 12 weeks of leave if they cannot be at work or telework due to a school or childcare closure caused by a public health emergency
 - 10 day waiting period where an employee may use their own leave banks or E-PSL
 - After waiting period, up to 10 additional weeks of leave at 2/3 pay, not to exceed \$200/day and \$10,000 total

While the City voluntarily continued E-PSL, on March 29, 2021, the State of California enacted SB 95 which requires employers with 26 or more employees to provide certain COVID-19 related benefits called SPSL, retroactive to January 1, 2021. The revised policy updates the leave type to match SB 95 requirements.

- Specific to SPSL
 - Full time employees: provide 80 hours of SPSL to full-time employees, regardless of any E-PSL hours used prior to January 1, 2021
 - Part-time employees: provide a pro-rated number of hours of SPSL dependent on the employee's normal work schedule
 - While SB 95 expanded the reasons for SPSL in comparison to the ARPA E-PSL, the City already allowed E-PSL to be used for all of the reasons for leave required under SB 95. The main difference between ARPA E-PSL and SB 95 SPSL is that E-PSL limited leave to 2/3 pay when caring for someone other than yourself; SPSL allows for full pay regardless if the leave is for the employee or a qualifying family member. In summary, reasons for using SPSL include:
 - Caring for oneself due to a COVID-19 diagnosis, isolation, or quarantine period.

- Caring for a family member who is subject to a public health order to isolate or quarantine, or who is experiencing COVID-19 symptoms.
- Caring for a child whose school or place of care is closed or otherwise unavailable for reasons related to COVID-19 on the premises.
- For the employee to seek vaccination against COVID-19 or to recover from the side effects of the COVID-19 vaccine.

The revised Emergency Policy 2 is provided as Attachment 1 to this report.

Policy No. 3 COVID-19 Prevention Program (CPP)

On June 17, 2021, Cal/OSHA voted to revise the Emergency Temporary Standards for COVID-19 workplace prevention, and the governor signed an executive order making the changes effective immediately, waiving the usual legal review period. The changes can be found in Labor Code Sections 3205 to 3205.4. The key changes include:

- Fully vaccinated employees with proof of vaccination status do not need to wear face coverings in the workplace except in certain circumstances; employees must have proof of their vaccination status on file with Human Resources to be considered fully vaccinated for workplace purposes.
- Respirators (N95s) will be provided to unvaccinated employees, upon their request
- Elimination of mandatory physical distancing
- Fully vaccinated employees do not need to be offered testing or excluded from work after a close contact unless they have COVID-19 symptoms

Additionally, the City has added California Department of Public Health (CDPH) and Centers for Disease Control (CDC) recommendations regarding quarantine related to domestic and international travel for employees. The City will follow current CDPH and CDC guidance, which currently includes the following requirements for unvaccinated individuals:

- Self-quarantine upon return from travel
- COVID-19 test 3-5 days after returning from travel. If test is negative, quarantine period is a total of 7 days from return date
- If no test is sought, must self-quarantine for 10 days

The revised Emergency Policy 3 is provided as Attachment 2 to this report.

FINANCIAL IMPACT:

With regard to E-FMLA leave and SPSL, any financial impact will not be an additional expense, but there will be loss of work time for the City. Table 1 below shows use of E-PSL, E-FMLA, and SPSL by employees since the inception of these leave types. E-FMLA and E-PSL were first available in March 2020 and SPSL was available March 29, 2021, with retroactivity available to January 1, 2021 in limited circumstances. It is difficult to predict future utilization of the E-FMLA and SPSL going forward, however, with increased numbers of vaccinated employees and the elimination

of vaccinated individuals having to quarantine after an exposure (except when they have symptoms), the City will likely see a reduced need to use SPSL for that reason. Additionally, many employees are already vaccinated so the likelihood of large numbers of employees needing to take time off to get the vaccine or recover from any side effects is low.

Table 1. COVID-19 Leave Type Usage to Present (through 7/20/2021)

<i>Leave Type</i>	<i>Employee Count</i>	<i>Hours</i>	<i>Equivalent Dollars</i>
E-PSL	87	5,110	\$133,915
E-FMLA	2	75	\$1,978
SPSL	23	538	\$12,980

With regard to the CPP revision, the requirement to provide respirators to unvaccinated employees upon their request is the only provision that creates a new cost to the City. The City has acquired an initial supply of 200 N95 respirators for employee use through the Purchasing Division. When employees request respirators, their department will be charged on an item by item basis through Purchasing. The unit price per respirator is \$0.80. As of July 20, 2021, Purchasing has issued seven respirators. Departments may also procure their own supply through the City’s normal purchasing processes. It is difficult to predict the number of employees that will request respirators, however there are sufficient funds within departments’ budgets to provide for the safety needs of employees.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

ALTERNATIVES:

Council could direct staff to further revise the policies. Any revisions not required by law would potentially be subject to meet and confer with represented bargaining units.

ATTACHMENTS:

1. Revised COVID-19 Emergency Policy No. 2: COVID-19 Paid Leave
2. Revised COVID-19 Emergency Policy No. 3: COVID-19 Prevention Program

CITY OF MADERA COVID-19 Emergency Policy	Policy No. 2
	Date Adopted: 3/25/2020
	Date(s) Revised: 2/10/2021; 3/5/2021; 7/23/2021
Subject: COVID-19 Paid Leave	

Introduction

The emergence of the novel coronavirus (COVID-19) in December 2019 has elicited a major, worldwide response, and it was deemed a pandemic by the World Health Organization on March 11, 2020. The City Council of the City of Madera declared a local state of emergency March 18, 2020. The Federal government has also responded to COVID-19 and on March 18, 2020, the US Senate passed the Families First Coronavirus Response Act (the Act) and then President Trump signed the bill into law a few hours later. Among other things, the Act (1) amends the Family Medical Leave Act (FMLA) by providing FMLA Public Health Emergency Leave and (2) provides Emergency Paid Sick Leave to assist employees for certain COVID-19 related reasons.

As the global pandemic has expanded into a second year, some leave benefits requirements in the Families First Coronavirus Response Act have expired and become voluntary. On March 11, 2021, the American Rescue Plan Act (ARPA) was signed into law which expands and extends certain aspects of the first Act. Additionally, on March 19, 2021 Governor Newsom signed into law Senate Bill (SB) 95, codifying at Labor Code § 248.2, which expands paid sick leave to employees for certain COVID-19 related reasons. The City of Madera has adopted this policy in order to provide qualified employees the appropriate leave types to which they are entitled and to otherwise comply will all relevant and applicable requirements provided under Labor Code § 248.2. and the ARPA.

American Rescue Plan ActFMLA Public Health Emergency Leave (E-FMLA)*Summary*

Public Health Emergency FMLA (E-FMLA) is an expansion of FMLA to include leave for employees who are unable to work or telework because he/she needs to care for his/her child due to a school or day care closure related to a public health emergency.

Applicability

The City of Madera has elected to voluntarily provide E-FMLA benefits under ARPA, with some modifications.

Term

The ARPA went into effect April 1, 2021. Prior to the enactment of ARPA, the City of Madera continued to provide E-FMLA leave to employees following the sunset of the benefits provided by FFCRA. E-FMLA shall remain in effect (1) for the duration of the City's local COVID-19

emergency declaration and shall sunset at such time that the City Council terminates the local emergency, but not before September 30, 2021, or (2) until the Federal or State government enacts new or revised mandatory paid leave provisions related to the COVID-19 pandemic, whichever occurs first.

Eligibility and Use of Leave

City of Madera employees who have been employed for at least 30 calendar days are eligible for E-FMLA leave.

E-FMLA leave is subject to that employee having FMLA leave available. If an employee has exhausted their FMLA leave within the last 12 months, they do not qualify for E-FMLA leave. However, once the employee is eligible for FMLA leave again, they would be eligible for the E-FMLA leave if they experience a qualifying coronavirus-related event. If an employee has used part of their FMLA leave within the last 12 months, they are entitled to use the remaining balance of their 12-week FMLA entitlement for a qualifying coronavirus-related reason as E-FMLA leave.

All eligible employees are entitled to 12 weeks of E-FMLA so long as they have FMLA available. An employee may take E-FMLA leave if the employee is unable to work, or “telework,” due to a need for leave to care for a son or daughter under 18 years of age if their school or place of care has been closed, or if the child care provider of such son or daughter is unavailable, due to a public health emergency.

Employees have the right to take up to 12 weeks of job-protected E-FMLA leave. The initial 10 days of leave may consist of unpaid leave. However, an employee may elect to substitute any accrued vacation leave, sick leave, compensatory time off, administrative leave, holiday leave, or floating holiday leave for unpaid leave during the initial 10 days of leave. The employee may also elect to substitute the two weeks of unpaid leave with the Emergency Paid Sick Leave provided under the Act, as further explained later in this Policy

From the eleventh day of an employee’s E-FMLA leave thereafter, the City will provide paid leave in an amount not less than two-thirds of an employee’s “regular rate of pay” for the number of hours the employee would otherwise be normally scheduled to work during the leave time, not to exceed the Limits as outlined below. If the employee’s schedule has varying hours from week to week, including part-time employees, the hours used for this calculation would be a number equal to the average number of hours that the employee was scheduled per day over the six-month period ending on the date which the employee takes the E-FMLA leave, including hours used by the employee for leave of any type. The Act permits employees to supplement the two-thirds pay with their accrued leaves to achieve 100% of their regular rate of pay.

Limits

Consistent with FFCRA, there is a cap on the paid portion of the E-FMLA leave and it will not exceed \$200 per day and \$10,000 in total.

Attachment 1

Employee Responsibilities

Employees desiring to take E-FMLA leave must make the request in writing on forms provided by the Human Resources Department.

Labor Code § 248.2 and the American Rescue Plan Act

Emergency Paid Sick Leave Act (E-PSL)

Applicability

Under Labor Code § 248.2, the City of Madera is required to provide COVID-19 related paid sick leave, known as Supplemental Paid Sick Leave (SPSL). Under ARPA, the City can voluntarily provide paid sick leave benefits known as Emergency Paid Sick Leave (E-PSL). To avoid confusion, E-PSL will be used throughout this policy and will encompass all aspects of both E-PSL and SPSL.

Term

The policy is effective immediately upon adoption. Retroactive to April 1, 2021, the E-PSL available to employees will reset regardless of E-PSL hours used prior to that date. Pursuant to Labor Code § 248.2, E-PSL benefits as outlined in the E-PSL portion of this policy will be provided through September 30, 2021.

Employees are entitled to E-PSL retroactive to January 1, 2021. See the *Employee Responsibility* section below for additional information on retroactive benefits.

Eligibility and Use of Leave

City of Madera employees are eligible for E-PSL regardless of how long the employee has worked for the City. The City will follow any regulations issued by the Department of Labor or the State of California in administering E-PSL. In instances where E-PSL and SPSL differ, the City has used discretion to modify the policy. In all cases the City meets or exceeds the minimum legal requirements.

Employees are entitled to E-PSL at their regular rate of pay, subject to limits as identified below, if they are unable to work or telework for the following reasons:

- (1) The employee is subject to a quarantine or isolation period related to COVID-19 as defined by an order or guidelines of the California Department of Public Health (CDPH), the Centers for Disease Control and Prevention (CDC), or a local health officer who has jurisdiction over the workplace.
- (2) The employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19.
- (3) The employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis.

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- (4) The employee is caring for a family member¹ who is subject to an order or guidelines described in 1., above, or who has been advised to self-quarantine as described in 2., above.
- (5) The employee is caring for a child² whose school or place of care is closed, or otherwise unavailable for reasons related to COVID-19 on the premises.
- (6) The employee is experiencing any other substantially similar condition specified by the Secretary of Health and Human Services in consultation with the Secretary of the Treasury and the Secretary of Labor.
- (7) The employee is attending an appointment to receive a vaccine for protection against contracting COVID-19.
- (8) The employee is experiencing symptoms related to a COVID-19 vaccine that prevents the employee from being able to work or telework.
- (9) The employee is seeking or awaiting the results of a diagnostic test for, or a medical diagnosis of, COVID-19 after such employee has been exposed to COVID-19 or the employee's employer has requested such test or diagnosis.
- (10) The employee is excluded from the workplace as a result of a "close contact" exposure, as defined by the Centers for Disease Control and Prevention ("CDC"), pursuant to Cal/OSHA's COVID-19 emergency temporary regulations.

E-PSL is provided in addition to any other City-provided paid time off.

Limits

Full-time employees may take up to 80 hours of E-PSL.

Part-time employees are entitled to E-PSL in the following amounts:

- a. If the part-time employee has a normal weekly schedule, the total number of hours the employee is normally scheduled to work for the City over two weeks; or
- b. If the part-time employee works a variable number of hours, the employee is entitled to 14 times the average number of hours the employee worked each day for the City in the six (6) months preceding the date the employee took E-PSL. If the employee has worked for the City over a period of fewer than six (6) months but more than 14 days, this

¹ "Family Member" means any of the following: (i) a "child", as defined below, (ii) a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child, (iii) a spouse, (iv) a registered domestic partner, (v) a grandparent, (vi) a grandchild, (vii) a sibling.

² "Child" means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis. This definition of a child is applicable regardless of age or dependency status.

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calculation shall instead be made over the entire period the employee has worked for the City.

Employees are entitled to compensation for E-PSL at their regular rate of pay, including pursuant to any applicable collective bargaining agreement, subject to a cap of \$511 per day and \$5,110 in the aggregate.

Interaction with E-FMLA Leave

E-PSL will run concurrently with E-FMLA leave if the employee has such leave available.

Employee Status While on Leave

The City will compensate employees who use E-PSL according to the manner described in this policy and will otherwise treat employees who use E-PSL as if they are using paid sick leave according to the City's Sick Leave Policy.

Employee Responsibilities

Employees must notify the City that they intend to take E-PSL. The employee may provide such notice either orally or in writing on forms provided by the Human Resources Department.

Employees may determine how many hours of E-PSL to use based upon a qualifying reason, up to the total number of hours to which the employee is entitled under the above.

If an employee was on Leave Without Pay for a reason that would otherwise have qualified as E-PSL between January 1, 2021 and the effective date of this policy, in an amount equal or greater to what the employee would have been entitled to under this policy, the employee is eligible for a retroactive payment from the City for such leave. In order to receive payment for such leave, employees must make an oral or written request to be paid for such leave to the City's Human Resources Department.

For any such retroactive payment, the number of hours of leave corresponding to the amount of the retroactive payment shall count towards the total number of hours of E-PSL that the employer is required to provide to the employee.

**REQUEST FOR COVID-19 EMERGENCY FMLA LEAVE
TO CARE FOR CHILDREN**

Employee Name: _____ EE ID#: _____

I hereby request COVID-19 Emergency FMLA leave pursuant to the American Rescue Plan Act (ARPA) due to being unable to work or telework due to needing to care for my child/children under 18 years of age because of a school closure and/or childcare facility closure due to the COVID-19 public health emergency. I understand that I must be Emergency FMLA-eligible to receive this leave entitlement.

Name of Child/Children	School/Facility Name	Anticipated Re-Opening Date

Expected dates of leave from: ____/____/____ to ____/____/____.

Will the leave be intermittent (not taken continuously)? Yes No

Employee Signature _____ Date _____

Please submit original request to Human Resources.

REQUEST FOR COVID-19 SUPPLEMENTAL PAID SICK LEAVE

Employee Name: _____ EE ID#: _____

I hereby request COVID-19 Supplemental Paid Sick Leave (SPSL) pursuant to Labor Code § 248.2 and the American Rescue Plan Act (ARPA) for the following reason (circle one):

Reason:

1. The employee is subject to a quarantine or isolation period related to COVID-19 as defined by an order or guidelines of the California Department of Public Health (CDPH), the Centers for Disease Control and Prevention (CDC), or a local health officer who has jurisdiction over the workplace.
2. The employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19.
3. The employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis.
4. The employee is caring for a family member who is subject to an order or guidelines described in 1., above, or who has been advised to self-quarantine as described in 2., above.
5. The employee is caring for a child whose school or place of care is closed, or otherwise unavailable for reasons related to COVID-19 on the premises.
6. The employee is experiencing any other substantially similar condition specified by the Secretary of Health and Human Services in consultation with the Secretary of the Treasury and the Secretary of Labor.
7. The employee is attending an appointment to receive a vaccine for protection against contracting COVID-19.
8. The employee is experiencing symptoms related to a COVID-19 vaccine that prevents the employee from being able to work or telework.
9. The employee is seeking or awaiting the results of a diagnostic test for, or a medical diagnosis of, COVID-19 after such employee has been exposed to COVID-19 or the employee’s employer has requested such test or diagnosis
10. The employee is excluded from the workplace as a result of a “close contact” exposure, as defined by the Centers for Disease Control and Prevention (“CDC”), pursuant to Cal/OSHA’s COVID-19 emergency temporary regulations.

If selecting reason number five (5) above, please complete the following:

Name of Child/Children	School/Facility Name	Anticipated Re-Opening Date

I understand that the SPSL shall not exceed 80 hours, or the equivalent of two (2) weeks of my normal work schedule, prorated for part-time employees, subject to provisions of Labor Code §248.2.

Expected dates of leave from: ____/____/____ to ____/____/____

Employee Signature _____ Date _____

Please submit original request to Human Resources. Oral requests are acceptable. Human Resources may request additional documentation upon receiving this request, such as a copy of a doctor’s note, a health department letter regarding a COVID-19 quarantine order, etc.

CITY OF MADERA COVID-19 Emergency Policy	Policy No. 3
	Date Adopted: 1/19/2021
	Date(s) Revised: 7/23/2021
SUBJECT: COVID-19 PREVENTION PROGRAM (CPP)	

I. PURPOSE:

The purpose of the City of Madera’s (City) COVID-19 Prevention Program (“CPP”) is to provide employees a healthy and safe workplace as required under the California Occupational Safety and Health Act (Labor Code §§ 6300, *et seq.*) and associated regulations (8 C.C.R. § 3205). In addition, the purpose of the City’s CPP is to comply with California Labor Code §6409.6 as added by AB 685, as well as California Labor Code §3212.86-3212.88 as added by SB 1159.

Nothing in this CPP precludes the City from complying with federal, state, or local laws or guidance that recommends or requires measures that are more prescriptive and/or restrictive than are provided herein.

II. SCOPE

Unless one of the exceptions noted in this section applies, this CPP applies to all City of Madera employees, including those who are vaccinated.

The following employees are exempted from coverage under the CPP: (1) City of Madera employees who are teleworking; or (2) City of Madera employees who are working in a facility or operation that is subject to the Cal/OSHA regulation concerning Aerosol Transmissible Diseases (ATD) when following the ATD regulations and related policies.

Furthermore, certain City of Madera employees who perform services covered by the ATD regulation may be exempted during the actual performance of such services.

III. DEFINITIONS:

For the purposes of the CPP, the following definitions shall apply:

- A. “COVID-19” means coronavirus disease, an infectious disease caused by the severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2).
- B. “COVID-19 case” means a person who either: (1) Has a positive “COVID-19 test” as defined in this section; (2) Has a positive COVID-19 diagnosis from a licensed health care provider; or (3) Is subject to COVID-19-related order to isolate issued by a local or state health official; or (4) Has died due to COVID-19, in the determination of a local health department or per inclusion in the COVID-19 statistics of a county.
- C. “Close contact” means being within six (6) feet of a COVID-19 case for a cumulative total of 15 minutes or greater in any 24-hour period within or overlapping with the “high-risk exposure period” as defined here. This definition

applies regardless of the use of face coverings. Exception: Employees have not had a close contact if they wore a respirator required by the employer and used in compliance with Labor Code Section 5144, whenever they were within six feet of the COVID-19 case during the high-risk period.

- D. "COVID-19 hazard" means exposure to potentially infectious material that may contain SARS-CoV-2, the virus that causes COVID-19. Potentially infectious materials include airborne droplets, small particle aerosols, and airborne droplet nuclei, which most commonly result from a person or persons exhaling, talking or vocalizing, coughing, sneezing, or procedures performed on persons which may aerosolize saliva or respiratory tract fluids, among other things. This also includes objects or surfaces that may be contaminated with SARS-CoV-2.
- E. "COVID-19 symptoms" means one of the following: (1) fever of 100.4 degrees Fahrenheit or higher or chills; (2) cough; (3) shortness of breath or difficulty breathing; (4) fatigue; (5) muscle or body aches; (6) headache; (7) new loss of taste or smell; (8) sore throat; (9) congestion or runny nose; (10) nausea or vomiting; or (11) diarrhea, unless a licensed health care professional determines the person's symptoms were caused by a known condition other than COVID-19.
- F. "COVID-19 test" means a viral test for SARS-CoV-2 that is both: (1) Approved by the United States Food and Drug Administration (FDA) or has an Emergency Use Authorization from the FDA to diagnose current infection with the SARS-CoV-2 virus; and (2) Administered in accordance with the FDA approval or the FDA Emergency Use Authorization as applicable.
- G. "Exposed Group" means all employees at a work location, working area, or a common area at work, where an employee was present at any time during the high-risk exposure period. A common area at work includes bathrooms, walkways, hallways, aisles, break or eating areas, and waiting areas. An exposed group may include the employees of more than one employer (see Labor Code sections 6303 and 64301.1). The following exceptions apply;
 - a. For the purpose of determining the exposed group, a place where persons momentarily pass through while everyone is wearing face coverings, without congregating, is not a work location, working area, or a common area at work.
 - b. If the COVID-19 case was part of a distinct group of employees who are not present at the workplace at the same time as other employees, for instance a work crew or shift that does not overlap with another work crew or shift, only employees within that distinct group are part of the exposed group.
 - c. If the COVID-19 case visited a work location, working area, or a common area at work for less than 15 minutes during the high-risk exposure period, and all persons were wearing face coverings at the time the COVID-19 case was present, other people at the work

location, working area, or common area are not part of the exposed group.

- H. "Face covering" means a surgical mask, a medical procedure mask, a respirator worn voluntarily, or a tightly woven fabric or non-woven material of at least two layers. A face covering has no visible holes or openings and must cover the nose and mouth. A face covering does not include a scarf, ski mask, balaclava, bandana, turtleneck, collar, or single layer of fabric.
- I. "Fully vaccinated individual" means the employer has documented that the person received, at least 14 days prior, either the second dose in a two-dose COVID-19 vaccine series or a single dose COVID-19 vaccine. Vaccines must be FDA approved or have an emergency use authorization from the FDA; or, for persons fully vaccinated outside the United States, be listed for emergency use by the World Health Organization (WHO).
- J. "High-risk exposure period" means the following time period: (1) For persons who develop COVID-19 symptoms: from two (2) days before they first develop symptoms until ten (10) days after symptoms first appeared, and 24 hours have passed with no fever, without the use of fever-reducing medications, and symptoms have improved; or (2) For persons who test positive who never develop COVID-19 symptoms: from two (2) days before until ten (10) days after the specimen for their first positive test for COVID-19 was collected.
- K. "Respirator" means a respiratory protection device approved by the National Institute for Occupational Safety and Health (NIOSH) to protect the wearer from particulate matters, such as an N95 filtering facepiece respirator.
- L. "Worksite" means, for the limited purposes of COVID-19 prevention regulations only, a building, store, facility, agricultural field, or other location where a COVID-19 case was present during the high-risk exposure period. It does not apply to buildings, floors, or other locations of the employer that a COVID-19 case did not enter.

IV. PROGRAM

A. SYSTEM FOR COMMUNICATING WITH CITY EMPLOYEES

1. Reporting COVID-19 Symptoms, Possible COVID-19 Close Contact Exposures, and Possible COVID-19 Hazards at City Worksites and Facilities

City policy requires that City employees immediately report to their manager or supervisor or to the Department of Human Resources any of the following: (1) the employee's presentation of COVID-19 symptoms; (2) the employee's possible COVID-19 close contact exposures; (3) possible COVID-19 hazards at City worksites or facilities.

The City will not discriminate or retaliate against any City employee who makes such a report.

2. Accommodations Process for City Employees with Medical or Other Conditions that put them at Increased Risk of Severe COVID-19 Illness

City policy provides for an accommodation process for employees who have a medical or other condition identified by the Centers for Disease Control and Prevention (“CDC”) or the employees’ health care providers as placing or potentially placing the employees at increased risk of severe COVID-19 illness.

The CDC identifies the following medical conditions and other conditions as placing or potentially placing individuals at an increased risk of severe COVID-19 illness.

The CDC guidance provides that adults with the following conditions can be more likely to get severely ill from the virus that causes COVID-19:

- a. Cancer
- b. Chronic kidney disease
- c. Chronic lung diseases, including COPD (chronic obstructive pulmonary disease), asthma (moderate-to-severe), interstitial lung disease, cystic fibrosis, and pulmonary hypertension
- d. Dementia or other neurological conditions
- e. Diabetes (type 1 or type 2)
- f. Down syndrome
- g. Heart conditions, such as heart failure, coronary artery disease, cardiomyopathies, or hypertension
- h. HIV infection
- i. Immunocompromised state (weakened immune system)
- j. Liver disease
- k. Overweight and obesity (body mass index [BMI] of >25 kg/m²)
- l. Pregnancy
- m. Sickle cell disease or thalassemia
- n. Smoking, current or former
- o. Solid organ or blood stem cell transplant
- p. Stroke or cerebrovascular disease, which affects blood flow to the brain
- q. Substance use disorder

The City will periodically review the following web address in order to account for any additional medical conditions and other conditions that the CDC has identified as placing or potentially placing individuals at an increased risk of severe COVID-19:

<https://www.cdc.gov/coronavirus/2019-ncov/need-extra-precautions/people-with-medical-conditions.html>

City employees are encouraged to review the list of medical conditions and other conditions provided above in order to determine whether they have such a condition. To request an accommodation under the City policy, employees may make a request with their manager or supervisor or the Department of Human Resources. Such request shall be accompanied by appropriate medical documentation from their primary physician documenting the need for exploring a workplace accommodation.

3. COVID-19 Testing

The City possesses authority to require that employees who report to work at City worksites or facilities be tested for COVID-19.

Where the City requires that City employees be tested, the City will inform employees of the reason that testing is required.

The City will also inform City employees of the possible consequences of a positive COVID-19 test, which may include, but is not limited to, a requirement that employees not report to work during the high-risk exposure period and satisfying the minimum criteria to return to work provided for in Section IV.K.

Where the City requires testing, the City will ensure the confidentiality of employee medical information and comply with the Confidentiality of Medical Information Act ("CMIA"). Specifically, the City will keep confidential all personal identifying information of COVID-19 cases or persons with COVID-19 symptoms unless expressly authorized by the employee to disclose such information or as otherwise permitted or required under the law.

Employees that are fully vaccinated are not required to be tested unless they experience symptoms of COVID-19.

4. COVID-19 Hazards

The City will notify City employees and subcontracted employees of any potential COVID-19 exposure at a City worksite or facility where a COVID-19 case and City employees were present on the same day. The City will notify City employees of such potential exposures within one (1) business day of the City's knowledge of the exposure, in a way that does not reveal any personal identifying information of the COVID-19 case.

The City will also notify City employees of cleaning and disinfecting measures the City is undertaking in order to ensure the health and safety of the City worksite or facility where the potential exposure occurred.

B. IDENTIFICATION AND EVALUATION OF COVID-19 HAZARDS AT CITY WORKSITES AND FACILITIES

1. Screening City Employees for COVID-19 Symptoms

The City possesses authority to screen employees or require that employee self-screen for COVID-19 symptoms.

City policy provides that the City will screen City employees for COVID-19 symptoms prior to entering City worksites and facilities or City employees will self-screen for COVID-19 symptoms prior to reporting to any City worksite or facility. The Department Director for each applicable department will determine the specific method and documentation for their department and provide appropriate training to staff on screening requirements.

2. Responding to City Employees with COVID-19 Symptoms

Should a City employee present COVID-19 symptoms during a City administered screening or a self-screen, the City will instruct the employee to remain at or return to their home or place of residence and not report to work until such time as the employee satisfies the minimum criteria to return to work provided for in Section IV.K.

The City will advise employees of any leaves to which they may be entitled during this self-quarantine period.

Further, the City will ensure the confidentiality of employees and comply with the CMIA and will not disclose to other employees the fact that the employees presented COVID-19 symptoms unless expressly authorized by the employee to disclose such information or as otherwise permitted or required under the law.

3. City's Response to COVID-19 Cases

In the event that City employees test positive for COVID-19 or are diagnosed with COVID-19 by a health care provider, the City will instruct the employees to remain at or return to their home or place of residence and not report to work until such time as they satisfy the minimum criteria to return to work provided for in Section IV.K.

The City will advise employees of any leaves to which they may be entitled during this self-isolation period.

The City will comply with all reporting and recording obligations as required under the law, including, but not limited to, reporting the COVID-19 case to the following individuals and institutions as required based on the individual circumstances: (1) the local Public Health Department; (2)

Cal/OSHA; (3) employees who were present at a City worksite or facility when the COVID-19 case was present during the high-risk exposure period; (4) the employee organizations that represent employees at the City worksite or facility during the high-risk exposure period; (4) the employers of subcontracted employees who were present at the City worksite or facility during the high-risk exposure period; and (5) the City's workers' compensation plan administrator.

Unless the COVID-19 case is unable to participate in an administrative interview due to the nature of their medical condition, the City will interview the COVID-19 cases in order to ascertain the nature and circumstances of any contact that the employees may have had with other employees during the high-risk exposure period. If the City determines that there were any close contact COVID-19 exposures, the City will instruct those employees to remain at their home or place of residence and not report to work until such time as the employees satisfy the minimum criteria to return to work provided for in Section IV.K.

The City will ensure the confidentiality of employees and comply with the CMIA. Specifically, the City will not disclose to other employees, except for those who need to know, the fact that the employees tested positive for or were diagnosed with COVID-19. Further, the City will keep confidential all personal identifying information of COVID-19 cases or persons unless expressly authorized by the employees to disclose such information or as otherwise permitted or required under the law.

4. Workplace-Specific Identification of COVID-19 Hazards

The City conducted a workplace-specific assessment of all interactions, areas, activities, processes, equipment, and materials that could potentially expose employees to COVID-19 hazards.

As part of this process, the City identified places and times when employees and individuals congregate or come in contact with one another, regardless of whether employees are performing an assigned work task or not, including, for example, during meetings or trainings, in and around entrances, bathrooms, hallways, aisles, walkways, elevators, break or eating areas, cool-down areas, and waiting areas.

As part of this process, the City identified potential workplace exposure to all persons at City worksites and facilities, including employees, employees of other entities, members of the public, customers or clients, and independent contractors. The City considered how employees and other persons enter, leave, and travel through City worksites and facilities, in addition to addressing employees' fixed workspaces or workstations.

Hazard Identification Inspections follow the guidelines on **Form A: Identification of COVID-19 Hazards** found in Section V. of this policy.

5. Maximization of Outdoor Air and Air Filtration

For indoor City worksites and facilities, the City evaluated how to maximize the quantity of outdoor air and whether it is possible to increase filtration efficiency to the highest level compatible with the worksites and facilities' existing ventilation systems.

The City will review applicable orders and guidance from the State of California and the local health department related to COVID-19 hazards and prevention. These orders and guidance are both information of general application, including Interim Guidance for Ventilation, Filtration, and Air Quality in Indoor Environments by the California Department of Public Health (CDPH) and information specific to our industry, location, and operations.

6. City Compliance with Applicable State and Local Health Orders

The City monitors applicable orders and guidance from the Centers for Disease Control, the State of California, and the local Public Health Department related to COVID-19 hazards and prevention, including information of general application and information specific to the City's location and operations.

The City fully and faithfully complies with all applicable orders and guidance from the State of California and the local health department.

7. Evaluation of Existing COVID-19 Prevention Controls and Adoption of Additional Controls

Periodically, the City will evaluate existing COVID-19 prevention controls at the workplace and assess whether there is a need for different and/or additional controls.

This includes evaluation of controls related to the correction of COVID-19 hazards, physical distancing, face coverings, engineering controls, administrative controls, and personal protective equipment (PPE).

8. Periodic Inspections

The City will conduct periodic inspections of City worksites and facilities as needed to identify unhealthy conditions, work practices, and work procedures related to COVID-19 and to ensure compliance with the City's COVID-19 policies and procedures.

Periodic inspections will be documented on **Form B: COVID-19 Inspections** found in Section V. of this policy.

C. INVESTIGATING AND RESPONDING TO COVID-19 CASES IN CITY WORKSITES AND FACILITIES

1. Procedure to Investigate COVID-19 Cases

The City has a procedure for investigating COVID-19 cases in the workplace. As provided below, the procedure provides for the following:

(1) the verification of COVID-19 case status; (2) receiving information regarding COVID-19 test results; (3) receiving information regarding the presentation of COVID-19 symptoms; and (4) identifying and recording all COVID-19 cases.

The investigation should be documented on **Form C: Investigating COVID-19 Cases** found in Section V. of this policy.

2. Response to COVID-19 Cases

As provided above at Section IV.B.3., in the event that City employees test positive for COVID-19 or are diagnosed with COVID-19 by a health care provider, the City will instruct the employees to remain at or return to their home or place of residence and not report to work until such time as the employees satisfy the minimum criteria to return to work provided for in Section IV.K.

a. Contact Tracing

If possible, the City will interview the COVID-19 cases in order to ascertain the following information: (1) the date on which the employees tested positive, if asymptomatic, or the date on which the employees first presented COVID-19 symptoms, if symptomatic; (2) the COVID-19 cases' recent work history, including the day and time they were last present at any City worksite or facility; and (3) the nature and circumstances of the COVID-19 cases' contact with other employees during the high-risk exposure period, including whether there were any close contact COVID-19 exposures.

If the City determines that there were any close contact COVID-19 exposures, the City will instruct those employees to remain at their home or place of residence and not report to work until such time as the employees satisfy the minimum criteria to return to work provided for in Section IV.K. Fully vaccinated employees that do not develop symptoms of COVID-19 will not be excluded from the workplace.

b. Reporting the Potential Exposure to Other Employees

The City will comply with all reporting and recording obligations as required under the law, including, but not limited to, reporting the COVID-19 case to the following individuals and institutions as required based on the individual circumstances: (1) employees who were present at a City worksite or facility when the COVID-19 case was present during the high-risk exposure period; and (2) subcontracted employees who were present at the City worksite or facility during the high-risk exposure period.

Employees will be notified on **Form E: Workplace Exposure Notice to Employees** found in Section V. of this policy.

Exclusive representatives will be notified on **Form F: Workplace Exposure Notice to Employee Organizations/Representatives** found in Section V. of this policy.

Employers of subcontracted employees will be notified using **Form G: Workplace Exposure Notice to Employer of Subcontracted Employees.**

c. Free COVID-19 Testing for Close Contact Exposures

The City will provide COVID-19 testing at no cost to employees during their working hours to all employees who had potential close contact COVID-19 exposure at a City worksite or facility.

d. Leave and Compensation Benefits for Close Contact Exposures

The City will provide these employees with information regarding COVID-19-related benefits to which the employees may be entitled under applicable federal, state, or local laws. This includes any benefits that may be available under workers' compensation law, the federal Families First Coronavirus Response Act (FFCRA), Labor Code sections 248.1 and 248.5, Labor Code sections 3212.86 through 3212.88, local governmental requirements, and the City's own leave policies.

For employees who would otherwise be able and available for work and whose close contact exposure was work-related, the City will continue to provide and will maintain these employees' earnings, seniority, and all other employee rights and benefits, including the employees' right to their former job status, as if the employees had not been removed from their jobs.

For any leave time not covered by worker's compensation benefits or FFCRA leave benefits, the City will require that these employees use employer-provided employee sick leave benefits or other accrued leave for this purpose consistent with the employee's applicable Memorandum of Understanding and the City's Personnel Rules and Regulations, and will consider benefit payments from public sources in determining how to maintain earnings, rights and benefits, where permitted by law and when not covered by workers' compensation. Fully vaccinated employees that do not show symptoms are not required to be excluded from work after a close contact would not be eligible for leave benefits.

e. Investigation to Determine Whether Workplace Conditions Contributed to COVID-19 Exposure

The City will conduct an investigation in order to determine whether any workplace conditions could have contributed to the risk of COVID-

19 exposure and what could be done to reduce exposure to COVID-19 hazards.

3. Confidential Medical Information

The City will protect the confidentiality of the COVID-19 cases and will not disclose to other employees the fact that the employees tested positive for or were diagnosed with COVID-19. The City will keep confidential all personal identifying information of COVID-19 cases unless expressly authorized by the employees to disclose such information or as otherwise permitted or required under the law.

D. CORRECTION OF COVID-19 HAZARDS AT CITY WORKSITES AND FACILITIES

The City will implement effective policies and/or procedures for correcting unsafe or unhealthy conditions, work practices, policies, and procedures in a timely manner based on the severity of the hazard.

This includes, but is not limited to, implementing controls and/or policies and procedures in response to the evaluations conducted related to the identification and evaluation of COVID-19 hazards and investigating and responding to COVID-19 cases in the workplace. This also includes implementing controls related to physical distancing, face coverings, engineering controls, administrative controls, and personal protective equipment (PPE).

E. TRAINING AND INSTRUCTION OF CITY EMPLOYEES

City employees received COVID-19 awareness and prevention training under the City's IIPP COVID-19 Supplement. The City's CPP requires additional training which will be provided immediately to all current employees by their department. All new employees will receive CPP compliant training at hire by their department. The training will be documented on **Form D: COVID-19 Training Record** found in Section V. of this policy. All COVID-19 related training records will be retained by the applicable department.

1. COVID-19 Symptoms

Training will include instruction and advisement on COVID-19 symptoms and on the importance of not coming to work and obtaining a COVID-19 test if the employees have COVID-19 symptoms.

COVID-19 symptoms include the following unless a licensed health care professional determines the person's symptoms were caused by a known condition other than COVID-19:

- a. Fever of 100.4 degrees Fahrenheit or higher, or chills;
- b. Cough;
- c. Shortness of breath or difficulty breathing;

- d. Fatigue;
- e. Muscle or body aches;
- f. Headache;
- g. New loss of taste or smell;
- h. Sore throat;
- i. Congestion or runny nose;
- j. Nausea or vomiting; or
- k. Diarrhea.

The City monitors and adheres to guidance by the CDC concerning COVID-19 symptoms, including guidance provided at the following web address:

<https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html>

The City will advise employees in the event it becomes aware that the CDC makes any changes to its guidance concerning such symptoms.

2. City's COVID-19 Policies and Procedures

Training will include an overview of the CPP for all employees. Additionally, the City will provide regular updates as information becomes available to employees on the City's policies and procedures to prevent COVID-19 hazards at City worksites and facilities and to protect City employees. Specifically, employees will be informed how to participate in the identification and evaluation of COVID-19 hazards.

3. COVID-19 Related Benefits

Training will include information on leave benefits to which the employees may be entitled under applicable federal, state, or local laws. This includes any benefits available under workers' compensation law, the FFCRA, Labor Code sections 248.1 and 248.5, Labor Code sections 3212.86 through 3212.88, and the City's own leave policies as found in applicable Memorandums of Understanding that the Personnel Rules and Regulations.

Specifically, employees will be provided information regarding how to access COVID-19 testing and vaccination, and the fact that vaccination is effective at preventing COVID-19, protecting against both transmission and serious illness or death.

4. Spread and Transmission of the Virus that Causes COVID-19

Training will include information that COVID-19 is an infectious disease that can be spread through the air when an infectious person talks or

vocalizes, sneezes, coughs, or exhales; that COVID-19 may be transmitted when a person touches a contaminated object and then touches their eyes, nose, or mouth, although that is less common; and that an infectious person may have no symptoms.

Training will further include advisement to City employees of the fact that particles containing the virus can travel more than six (6) feet, especially indoors, so physical distancing combined with other controls, including face coverings, increased ventilation indoors, respiratory protection, and hand hygiene (hand washing) are most effective to reduce the spread of COVID-19.

5. Methods and Importance of Face Coverings, Respirators, and Hand Hygiene

Training will include information on the methods and importance of face coverings and respirators (for unvaccinated employees) and hand hygiene, including hand washing.

Training will include informing employees of the following:

- The policy for providing respirators, and the right of employees who are not fully vaccinated to request a respirator for voluntary use as stated in this program, without fear of retaliation and at no cost to employees. Whenever respirators are provided for voluntary use under this section or Labor Code Section 3205.1 through 3205.4, training will be provided on how to properly wear the respirator, and how to perform a seal check according to the manufacturer's instructions each time a respirator is worn, and the fact that facial hair interferes with the seal.
- Proper use of face coverings and the fact that face coverings are not respiratory protective equipment. COVID-19 is an airborne disease. N95s and more protective respirators protect the users from airborne disease while face coverings are intended to primarily protect people around the user.
- The importance of frequent hand washing with soap and water for at least 20 seconds and using hand sanitizer when employees do not have immediate access to a sink or hand washing facility, and that hand sanitizer does not work if the hands are soiled.
- The conditions under which face coverings must be worn at the workplace and that face coverings are additionally recommended outdoors for people who are not fully vaccinated if six feet of distance cannot be maintained. Employees can request face coverings from the employer at no cost to the employee and can wear them at work, regardless of vaccination status, without fear of retaliation.

F. FACE COVERINGS

1. Face Covering Requirement

For all employees who are not fully vaccinated, the City will provide face coverings and ensure they are worn when indoors or in vehicles and where required by orders from the CDPH or local Public Health Department. The City will ensure required face coverings are clean and undamaged, and they are worn over the nose and mouth. Supervisors will ensure unvaccinated employees wear face coverings when conditions require face coverings.

City policy adheres to orders and guidance provided by the CDPH and the local Public Health Department, including as provided at the following web address:

<https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/guidance-for-face-coverings.aspx>

In accordance with current CDPH policy, all employees regardless of vaccination status shall wear face coverings in the following settings:

- a. On public transit,
- b. Indoors or outdoors when working with youth in grades K-12,
- c. Healthcare settings,
- d. State and local correctional facilities and detention centers, and
- e. Homeless shelters, emergency shelters, and cooling centers.

The City's policy allows for face shields to be used to supplement, and not supplant face coverings.

When employees are required to wear face coverings under section 3205 or 3205.1 through 3205.4, the City's policy provides for the following exceptions to the face covering requirement:

- a. When an employee is alone in a private room such as an individual office. At no time should a common area such as a break room be considered a private room, even if the employee is alone.
- b. While actually eating and drinking at the workplace, provided employees are at least six (6) feet apart and outside air supply to the area, if indoors, has been maximized to the extent possible.
- c. Employees wearing respiratory protection in accordance with section 5144 or other title 8 safety orders (8 C.C.R. 5144 is available at the following web address: <https://www.dir.ca.gov/title8/5144.html>).
- d. Employees who cannot wear face coverings due to a medical or mental health condition or disability, or who are hearing-impaired or

communicating with a hearing-impaired person. Medical documentation is required to meet this exception and alternatives will be explored to ensure a safe workplace for all employees.

- e. Specific tasks which cannot feasibly be performed with a face covering. This exception is limited to the time period in which such tasks are actually being performed, and the unmasked employee shall be at least six (6) feet away from all other persons unless unmasked employees are tested at least twice weekly for COVID-19.

Any employee not wearing a face covering, pursuant to the exceptions listed in items (d) and (e) above, and not wearing a non-restrictive alternative when allowed by Labor Code Section 3205 (c)(6)(E) shall be at least six feet apart from all other persons unless the unmasked employee is fully vaccinated.

When face coverings are not required by this section, Labor Code Section 3205, or Sections 3205.1 through 3205.4, we will provide face coverings to employees upon request, regardless of vaccination status.

2. Required Use of Effective Non-Restrictive Alternative for Employees Exempted from Face Covering Requirement

The City's policy requires that City employees who are exempted from wearing face coverings due to a medical condition, mental health condition, or disability wear an effective non-restrictive alternative, such as a face shield with a drape on the bottom, if their condition or disability permits it. Alternatives will be explored through an interactive process to ensure a safe workplace for all employees.

3. Physical Distancing Required If Employee Is Not Wearing Face Covering or Non-Restrictive Alternative

The City's policy requires that any employees not wearing a face covering, face shield with a drape, or other effective alternative, or respiratory protection, for any reason, shall be at least six (6) feet apart from all other persons unless the unmasked employees are tested at least twice weekly for COVID-19. However, the City does not use COVID-19 testing as an alternative to face coverings when face coverings are otherwise required by this section.

4. Prohibition on Preventing Employees from Wearing Face Covering

The City does not prevent any City employee from wearing a face covering when wearing a face covering is not required by this section, unless not wearing a face covering would create a safety hazard, such as interfering with the safe operation of equipment.

5. Communication to Non-Employees Regarding Face Covering Requirement

The City posts signage to inform non-employees that the City requires the use of face coverings at City worksites and facilities when not fully vaccinated and when other exemptions per CDPH guidance do not apply.

6. Policies to Reduce COVID-19 Hazards Originating from Persons Not Wearing Face Coverings

The City has developed COVID-19 policies and procedures to minimize employees' exposure to COVID-19 hazards originating from any person not wearing a face covering, including a member of the public.

These policies include requiring that employees and non-employees wear face coverings at City worksites and facilities when not fully vaccinated, physical barriers, providing respirators when requested (to unvaccinated employees), and observing proper hand hygiene.

G. VACCINES

1. The City will document vaccinations in the following manner:

Employees will provide proof of COVID vaccination (vaccine card, image of vaccine card, or health care document showing vaccination status) to Human Resources, and Human Resources will maintain the information in accordance with HIPAA requirements.

Those employees desiring to be considered vaccinated need to submit proof to Human Resources. If an employee has lost their card, they can request a copy of their vaccine status at <https://myvaccinerecord.cdph.ca.gov/>.

Any employee not verified by Human Resources as being fully vaccinated will be classified as unvaccinated for purposes of compliance with the CPP.

H. OTHER ENGINEERING CONTROLS, ADMINISTRATIVE CONTROLS, AND PERSONAL PROTECTIVE EQUIPMENT (PPE)

1. Installation of Solid Partitions Between Workstations Where Physical Distancing is Not Possible

At fixed work locations, the employer may install cleanable solid partitions that effectively reduce aerosol transmission between the employees and other persons, when conditions warrant their use.

2. Maximization of Outdoor Air

As provided above at Section IV.B.5., for indoor City worksites and facilities, the City evaluated how to maximize the quantity of outdoor air.

Further, for City worksites and facilities with mechanical or natural ventilation, or both, the City has maximized the quantity of outside air

provided to the extent feasible, except when the United States Environmental Protection Agency (“EPA”) Air Quality Index is greater than 100 for any pollutant or if opening windows or letting in outdoor air by other means would cause a hazard to City employees, for instance from excessive heat or cold.

3. Cleaning and Disinfecting Procedures

Cleaning and disinfecting of the worksite is the responsibility of all City employees. Each department will ensure employees are supplied with adequate cleaning and disinfecting products to properly clean and disinfect the worksite throughout the day, as well as training on how to safely use the products and supplies provided.

The City’s cleaning and disinfecting policy requires the following:

- a. Identifying and regularly cleaning and disinfecting frequently touched surfaces and objects, such as doorknobs, elevator buttons, equipment, tools, handrails, handles, controls, bathroom surfaces, and steering wheels. The City will inform employees and authorized employee representatives of cleaning and disinfection protocols, including the planned frequency and scope of regular cleaning and disinfection.
- b. Prohibiting the sharing of personal protective equipment, and to the extent feasible, items that employees come in regular physical contact with such as phones, headsets, desks, keyboards, writing materials, instruments, and tools. When it is not feasible to prevent sharing, sharing will be minimized and such items and equipment shall be disinfected between uses by different people. Sharing of vehicles will be minimized to the extent feasible, and high touch points (steering wheel, door handles, seatbelt buckles, armrests, shifter, etc.) shall be disinfected between users.
- c. Cleaning and disinfection of areas, material, and equipment used by a COVID-19 case during the high-risk exposure period.

Further, the City requires that cleaning and disinfecting must be done in a manner that does not create a hazard to City employees or subcontracted employees.

4. Evaluation of Handwashing Facilities

In order to protect City employees, the City evaluated its handwashing facilities in order to determine the need for additional facilities, encourage and allow time for employee handwashing, and provide employees with an effective hand sanitizer.

The City encourages City employees to wash their hands with soap for at least 20 seconds each time.

The City does not provide hand sanitizers with methyl alcohol.

5. Personal Protective Equipment (PPE)

City policy provides for appropriate PPE to be issued to all employees based on an evaluation of their work site and work tasks. Employees are obligated to utilize said PPE as provided. Should PPE become damaged or unusable, or should disposable PPE stock become low, employees must immediately report the need for new/additional PPE to their supervisor or manager. At the same time, supervisors and managers will routinely check and be aware of necessary PPE stock, and procure stock as needed following City procurement processes and policies.

Upon request, the City will provide respirators for voluntary use, in compliance with Labor Code Subsection 5144 (c)(2) to all employees who are not fully vaccinated and who are working indoors or in vehicles with more than one person. The City will encourage their use and ensure employees are provided with a respirator of the correct size. Employees should inform their supervisor should they desire a respirator, and the Department will contact Purchasing to request respirators through the normal City procurement process.

The City evaluates the need for PPE, such as gloves, goggles, and face shields, to prevent exposure to COVID-19 hazards and provide such PPE as needed.

In accordance with applicable law, the City evaluates the need for respiratory protection when the physical distancing requirements, as provided herein, are not feasible or are not maintained.

In accordance with applicable law, the City will provide and ensure use of respirators when deemed necessary by Cal/OSHA through the Issuance of Order to Take Special Action.

In accordance with applicable law, the City will provide and ensure use of eye protection and respiratory protection when City employees are exposed to procedures that may aerosolize potentially infectious material such as saliva or respiratory tract fluids.

I. REPORTING, RECORDKEEPING AND ACCESS

1. Reporting COVID-19 Cases to the Local Health Department

In accordance with applicable law, the City will report information about COVID-19 cases at the workplace to the local Public Health Department. Further, the City will provide any related information requested by the local Public Health Department.

2. Reporting Serious COVID-19 Illnesses and Deaths to Cal/OSHA

In accordance with applicable law, the City will immediately report to Cal/OSHA any serious COVID-19-related illnesses or deaths of City employees occurring at a City worksite or facility or in connection with any

employment. Further, in accordance with applicable law, the City will record any serious work-related COVID-19-related illnesses or deaths.

3. Maintenance of Records Related to the Adoption of the CPP

In accordance with applicable law, the City will maintain records of the steps taken to implement this CPP.

4. Availability of the CPP for Inspection

The City will make this written CPP available to employees and employee organizations at City worksites or facilities. Further, the City will make this written CPP available to Cal/OSHA representatives immediately upon request.

5. Records Related to COVID-19 Cases

The City will keep a record of and track all COVID-19 cases with the following information, at a minimum:

- a. Employee's name;
- b. Contact information;
- c. Occupation;
- d. Location where the employee worked;
- e. Date of the last day at the workplace; and
- f. Date of a positive COVID-19 test.

The City will ensure the confidentiality of employees and comply with the CMIA. Specifically, the City will not disclose to other employees, except for those who need to know, the fact that the employees tested positive for or were diagnosed with COVID-19. Further, the City will keep confidential all personal identifying information of COVID-19 cases or persons unless expressly authorized by the employees to disclose such information or as otherwise permitted or required under the law. Information provided to employees and employee organizations regarding notice of possible exposure will be made with personal identifying information removed. It is recognized that the City may be required to make this information available if required by law.

J. EXCLUSION OF COVID-19 CASES

1. Exclusion of COVID-19 Cases from City Worksites and Facilities

The City will ensure that COVID-19 cases are excluded from the workplace until the individual satisfies the minimum return to work criteria provided for in Section IV.K.

2. Exclusion of Fully Vaccinated Employees

Fully vaccinated employees will be excluded from the workplace if they develop symptoms of COVID-19 until the individual satisfies the minimum return to work criteria provided for in Section IV.K..

3. Exclusion of Employees who are not Fully Vaccinated with Close Contact COVID-19 Exposures from City Worksites and Facilities

The City will exclude employees who are not fully vaccinated with close contact COVID-19 exposure from the workplace for 10 days after the last known close contact COVID-19 exposure. In order for the employee to return to work after the 10th day of quarantine, the employee must satisfy the following conditions:

- a. Be asymptomatic;
- b. Wear a face covering at all times;
- c. Maintain a distance of at least six (6) feet from others at all times;
- d. Self-monitor for COVID-19 symptoms; and
- e. If symptoms do appear, immediately isolate, contact the local health department or health care provider, and seek testing.

The above criteria for exclusion based on close contact are based on guidance from the CDPH and CDC. Should updated guidance be issued modifying these requirements, the City will immediately inform employees of such updated guidance and how the revised guidance applies to workplace exclusion based on close contact.

4. Exclusion of Employees from City Worksites and Facilities After Travel

In accordance with CDPH and CDC guidelines, City employees must follow the guidelines regarding quarantine and/or testing upon return from domestic and international travel, regardless of the reason for travel. Additionally, employees who are not working remotely must disclose travel information to their supervisor in advance, unless advance notice is not practical, to ensure a safe workplace and allow time for quarantine pre-planning.

The current requirements for individuals who are not fully vaccinated include:

- a. Self-quarantine upon return.
- b. COVID-19 test 3-5 days after returning from travel. If test is negative, quarantine period is a total of 7 days from return date.
- c. If no test is sought, must self-quarantine for 10 days.

If the employee tests positive, the employee should isolate and the Return to Work criteria in Section IV.K. apply.

The City will follow CDPH travel recommendations, which may modify or change the above criteria and information. The City will monitor <https://covid19.ca.gov/travel/> for the most current information and CDPH travel recommendations will apply in the workplace.

5. Provision of Benefits to City Employees Excluded from Work as a Result of a Positive COVID-19 Test or Diagnosis or a Close Contact COVID-19 Exposure

a. Employees Who Are Able to Telework During Isolation or Quarantine Period

The City may allow employees who are able to telework, and are able and available to work, to telework during the isolation or quarantine period. The City will provide these employees their normal compensation for the work that they perform for the City during the isolation or quarantine period.

b. Employees Who Are Unable to Telework During Isolation or Quarantine Period

The City will require that employees who are unable to telework, but are otherwise able and available to work, to use paid sick leave or other applicable accrued leave in order to receive compensation during the isolation or quarantine period, consistent with leave policies in any applicable Memorandum of Understanding or the City's Personnel Rules and Regulations. The City may provide such employees who are unable to telework, but who do not have any paid leave available, paid administrative leave in order to receive compensation during the isolation or quarantine period.

For all employees who are subject to an isolation or quarantine because of a work-related COVID-19 case or a work-related close contact COVID-19 exposure, the City will maintain the employees' seniority and all other employee rights and benefits, including the employees' right to their former job status, during the isolation or quarantine period. The City may consider benefit payments from public sources, including under the FFCRA and Labor Code section 248., if applicable, in determining how to maintain earnings, rights, and benefits, where permitted by law and when not covered by workers' compensation.

The provision of benefits described above does not apply to either: (1) City employees who the City can demonstrate that the close contact COVID-19 exposure was not work-related; and (2) City employees who are unable to work for reasons other than protecting employees and non-employees at City worksites and facilities from possible COVID-19

transmission. Such employees may still use paid sick leave for the purpose of receiving compensation during the isolation or quarantine period.

6. Adherence with Laws, Policies, and/or Agreements Providing Excluded Employees Greater Protections

The obligations set forth in this section do not limit any other applicable law, City policy, or collective bargaining agreement that provides City employees with greater protections or benefits.

7. Provision of Information Concerning Benefits to Excluded Employees

At the time of exclusion, the City will provide the excluded employees the information on benefits to which the employees may be entitled under applicable federal, state, or local laws.

This includes any benefits potentially available under workers' compensation law, the FFCRA, Labor Code sections 248.1 and 248.5, Labor Code sections 3212.86 through 3212.88, the City's own leave policies, and leave guaranteed by contract.

K. RETURN TO WORK CRITERIA

1. Minimum Criteria to Return to Work for Symptomatic COVID-19 Cases

City policy requires that COVID-19 cases with COVID-19 symptoms remain at their home or place of residence and not report to any City worksite or facility until they satisfy each of the following conditions:

- a. At least 24 hours have passed since a fever of 100.4 or higher has resolved without the use of fever-reducing medications;
- b. COVID-19 symptoms have improved; and
- c. At least 10 days have passed since COVID-19 symptoms first appeared.

2. Minimum Criteria to Return to Work for Asymptomatic COVID-19 Cases

City policy requires that COVID-19 cases who tested positive but never developed COVID-19 symptoms not report to any City worksite or facility until a minimum of 10 days have passed since the date of specimen collection of their first positive COVID-19 test.

3. COVID-19 Testing Not Required in Order to Return to Work

In accordance with CDC guidance concerning symptom-based strategies for the discontinuation of isolation, the City does not require employees to

submit to a COVID-19 test, or produce a negative COVID-19 test result, in order to return to work.

4. Minimum Criteria to Return to Work for Employees Directed to Self-Quarantine or Isolate by a State or Local Health Official

If employees are subject to an isolation or quarantine order issued by a state or local health official, City policy requires that the employees not report to any City worksite or facility until the period of isolation or quarantine is completed or the order is lifted.

If the order did not specify a definite isolation or quarantine period, then the period shall be in accordance with the return to work periods listed in the return to work criteria above.

5. Allowance by Cal/OSHA for an Employee to Return to Work

If there are no violations of state or local health officer orders for isolation or quarantine, Cal/OSHA may, upon request, allow employees to return to work on the basis that the removal of employees would create undue risk to a community's health and safety.

In such cases, the City will develop, implement, and maintain effective control measures to prevent transmission in the workplace including providing isolation for the employees at the City worksite or facility and, if isolation is not possible, the use of respiratory protection in the workplace.

L. SPECIAL CONSIDERATIONS REGARDING OUTBREAKS

Either or both of the following two sections will be temporarily implemented as specified under the requirements of Labor Code Sections 3205.1 and 3205.2. These sections will continue to remain in effect until the criteria specified in the respective sections are satisfied.

1. Multiple COVID-19 Infections and COVID-19 Outbreaks

This section of the CPP applies when there are at least three (3) COVID cases in an exposed workplace within a 14-day period, or if the local Public Health Department determines that a City worksite is the location of an outbreak. This section of the CPP will stay in effect until there are no new COVID-19 cases detected at the specific worksite for a 14-day period.

a. COVID-19 Testing

- The City will make COVID-19 testing available at no cost to all employees within the exposed group, with the following exceptions:

- Employees who were not present during the period of an outbreak identified by a local health department or the relevant 14-day period;
 - No testing is required for fully vaccinated employee who do not have COVID-19 symptoms; and
 - No testing is required for COVID-19 cases for 90 days after the initial onset of COVID-19 symptoms or, for COVID-19 cases who never developed symptoms, 90 days after the first positive test.
- COVID-19 testing will be provided at no cost to employees during employees' working hours.
 - COVID-19 testing consists of the following:
 - Testing shall be made available to all employees in the exposed group and then again one week later. Negative COVID-19 test results of employees with COVID-19 exposure will not impact the duration of any quarantine period required by, or orders issued by, the local health department.

After the first two COVID-19 tests, the City will continue to make COVID-19 testing available once per week at no cost to all employees in the exposed group who remain at the workplace, or more frequently if recommended by the local health department, until this section no longer applies. All employees in the exposed group shall wear face coverings when indoors or when outdoors and less than six feet from another person, unless one of the exceptions in Labor Code Subsection 3205 (c)(6) (D) applies.

Notice shall be given to employees in the exposed group of their right to request a respirator for voluntary use under subsection 3205(c)(7)(D)2., if they are not fully vaccinated.

An evaluation of the worksite will be completed to determine whether to implement physical distancing of at least six feet between persons or, where six feet of physical distancing is not feasible, the use of cleanable solid partitions of sufficient size to reduce COVID-19 transmission.

b. COVID-19 Investigation, Review and Hazard Correction

In addition to the investigation, the City will immediately perform a review of potentially relevant COVID-19 policies, procedures, and

controls, and implement changes as needed to prevent further spread of COVID-19.

The investigation and review will be documented and include:

- Investigation of new or unabated COVID-19 hazards including:
 - Leave policies and practices and whether employees are discouraged from remaining home when sick.
 - COVID-19 testing policies.
 - Insufficient outdoor air.
 - Insufficient air filtration.
 - Lack of physical distancing.
- Updating the review:
 - Every thirty (30) days that the outbreak continues.
 - In response to new information or to new or previously unrecognized COVID-19 hazards.
 - When otherwise necessary.
- Implementing changes to reduce the transmission of COVID-19 based on the investigation and review. The City will consider:
 - Moving indoor tasks outdoors or having them performed remotely.
 - Increasing outdoor air supply when work is done indoors.
 - Improving air filtration.
 - Increasing physical distancing as much as possible.
 - Respiratory protection.
 - Modifications to employee worksite location, work shift hours, and overall work schedule to minimize employee interaction.

2. Major COVID-19 Outbreaks

This section of the CPP applies when there are twenty (20) or more employee COVID-19 cases in an exposed worksite within a 30-day period. This section of the CPP will stay in effect until there are fewer than three COVID-19 cases detected in the exposed group for a 14-day period.

a. COVID-19 Testing

The City will offer COVID-19 testing to all employees in the exposed group, regardless of vaccination status, two (2) times per week, or more frequently if recommended by the local health department, during the relevant 30-day period(s) and who remain at the workplace. COVID-19 testing will be provided at no cost to employees during the employees' normal working hours.

b. Exclusion of COVID-19 Cases

The City will ensure COVID-19 cases and employees with COVID-19 exposure are excluded from the workplace in accordance with the CPP Exclusion of COVID-19 Cases and Return to Work Criteria, and any relevant local health department orders.

c. Investigation of Workplace COVID-19 Illnesses

The City will comply with the requirements of the CPP Investigating and Responding to COVID-19 Cases.

d. COVID-19 Hazard Correction

In addition to the requirements of the CPP Correction of COVID-19 Hazards, the City will take the following actions:

- In buildings or structures with mechanical ventilation, the City will filter recirculated air with Minimum Efficiency Reporting Value (MERV) 13 or higher efficiency filters if compatible with the ventilation system. If MERV-13 or higher filters are not compatible with the ventilation system, the City will use filters with the highest compatible filtering efficiency. The City will also evaluate whether portable or mounted High Efficiency Particulate Air (HEPA) filtration units, or other air cleaning systems would reduce the risk of transmission and implement their use to the degree feasible.
- The City will provide a respirator for voluntary use in compliance with subsection 5144 (c)(2) to employees in the exposed groups and will determine the need for a respiratory protection program or changes to an existing respiratory protection program under section 5144 to address COVID-19 hazards.
- Any employees in the exposed group who are not wearing respirators required by this policy and used in compliance with section 5144 shall be separated from other persons by at least six feet, except where it can be demonstrated that six feet of separation is not feasible, and except momentary exposure while persons are in movement. Methods of physical distancing include: telework or other remote work arrangements; reducing the number of persons in an area at one time, including visitors; visual cues such as signs and floor markings to indicate where employees and others should be located or their direction and path of travel; staggered arrival, departure, work, and break times; and adjusted work processes or procedures, such as reducing production speed, to allow greater distance between employees. When it is not feasible to maintain a distance of at least six feet, individuals shall be as far apart as feasible.
- At workstations where an employee in the exposed group is

assigned to work for an extended period of time, such as cash registers and desks and where physical distancing requirements in this policy is not maintained at all times, the employer shall install cleanable solid partitions that effectively reduce transmission between the employee and other persons.

- The City will evaluate whether to halt some or all operations at the workplace until COVID-19 hazards have been corrected.
- Implement any other control measures deemed necessary by Cal/OSHA.

e. Notifications to the Local Health Department

The City will comply with the requirements of the CPP Multiple COVID-19 Infections and COVID-19 Outbreaks-Notifications to the Local Health Department.

V. FORMS

Various forms begin on the following page.

FORM A: IDENTIFICATION OF COVID-19 HAZARDS

This form shall be used to document identification of COVID-19 hazards in the workplace and suggested prevention controls to mitigate identified hazards

All persons, regardless of symptoms or negative COVID-19 test results, will be considered potentially infectious. Particular attention will be paid to areas where people may congregate or come in contact with one another, regardless of whether employees are performing an assigned work task or not. For example: meetings, entrances, bathrooms, hallways, aisles, walkways, elevators, break or eating areas, cool-down areas, and waiting areas.

Evaluation of potential workplace exposure will be to all persons at the workplace or who may enter the workplace, including coworkers, employees of other entities, members of the public, customers or clients, and independent contractors. We will consider how employees and other persons enter, leave, and travel through the workplace, in addition to addressing fixed work locations.

Table Definitions:

Potential Exposure: Describe the interaction, area, activity, work task, process, equipment and material that potentially exposes employees to COVID-19 hazards

When/How: Describe the place and time of the exposure or how the exposure may occur

Prevention Controls: List possible controls to mitigate the exposure

FORM A: IDENTIFICATION OF COVID-19 HAZARDS

All Person(s) Participating in the Evaluation: _____

Date: _____ Location/Worksite Evaluated: _____

Potential Exposure	When/How	Prevention Controls

FORM B: COVID-19 INSPECTIONS

Name of person(s) conducting the inspection: _____

Date: _____ Work location evaluated: _____

Exposure Controls	Status	Person Assigned to Correct	Date Corrected
Engineering Controls			
Barriers/partitions			
Ventilation (amount of fresh air and filtration maximized)			
Additional room air filtration			
Administrative Controls			
Physical distancing			
Surface cleaning and disinfection (frequently enough and adequate supplies)			
Hand washing facilities (adequate numbers and supplies)			
Disinfecting and hand sanitizing solutions being used according to manufacturer instructions			
PPE Controls			
PPE (not shared, available and being worn)			
Face coverings (cleaned sufficiently often)			
Gloves			
Face shields/goggles			
Respiratory protection			
Additional Comments:			

FORM C: COVID-19 CASE INVESTIGATION

This form must be completed in its entirety, however, please remember that all personal identifying information of COVID-19 cases or symptoms must be kept confidential unless required to be disclosed by law.

1. Date Investigation Commenced: _____
2. Date Investigation Completed: _____
3. COVID+ Employee Information:
 - a. Name: _____
 - b. Job Title: _____
 - c. Date positive COVID test was administered: _____
 - d. Date positive test result was received by the employee: _____
 - e. Date positive test result was reported to the employer: _____
 - f. Date employee experienced first COVID symptoms: _____
 - g. Date and Time employee was last present in the workplace: _____
 - h. Highest number of employees reporting to the same worksite in the 14-day period preceding the positive test: _____
4. The high-risk exposure period includes the two (2) days immediately preceding the first date of COVID symptoms, or if asymptomatic, the two (2) days immediately preceding the date the positive test was administered.
 - a. Work location(s) during high-risk exposure period & highest number of employees who reported to the same location in the last 45 days:
 - b. List all interactions the employee recalls with co-workers or contractors during the high-risk exposure period. Include information pertaining to when, where, duration, and exposure controls that were utilized (i.e. mask, social distancing).

5. Based on the information provided in question #4, list employees or contractors who are determined to be a close contact during the high-risk exposure period and must be provided a quarantine notice. Confirm if notice has been provided using Forms E and Form G.

6. Did any workplace conditions contribute to the spread of COVID-19? If yes, explain.

7. What additional controls or measures can be put in place to reduce COVID-19 exposure?

Investigator Name: _____ Job Title: _____

Investigator Signature: _____

FORM D: COVID-19 TRAINING RECORD

Date: _____ **Trainer:** _____

Describe the training provided and attach any training handouts: _____

Employee Name	Signature

**FORM E: NOTICE OF POTENTIAL WORKPLACE EXPOSURE TO
VIRUS THAT CAUSES COVID-19**

[DATE]

[EMPLOYEE NAME]
[EMPLOYEE JOB TITLE]
[EMPLOYEE DIVISION/DEPARTMENT]

The City of Madera (City) has determined that sometime during the period of [INSERT APPLICABLE DATES], you and an individual with COVID-19 were both present at a City worksite/facility. This notice serves to inform you that you may have been exposed to the virus that causes COVID-19 as a result of your presence at the [NAME AND ADDRESS OF WORKSITE/FACILITY] on that date.

At this time, the City is working to determine the nature and circumstances of the COVID-19 positive individual's activities at the worksite/facility, and whether the individual had any close contact interactions¹ with individuals during the high-risk exposure period. If we determine that you may have had close contact exposure, we will provide you additional instructions regarding quarantine requirements to supplement the instructions provided herein.

Direction Not to Return to Work Under Certain Circumstances

As part of the City's obligation to maintain a healthy and safe working environment under Cal-OSHA, the City is directing you to remain at your home or place of residence and not report to work if any of the following apply to you:

1. You have tested positive for COVID-19;
2. You are currently presenting one or more symptoms associated with COVID-19 as identified by the Centers for Disease Control and Prevention ("CDC") (See full list of symptoms that the CDC associates with COVID-19 here: <https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html>); or
3. You are aware that you have had close contact exposure to someone with a laboratory confirmed case of COVID-19.

¹ Close contact exposure means: (1) contact within 6 feet; (2) for a cumulative total of 15 or more minutes over a 24-hour period; (3) with someone who has a laboratory confirmed case and is in the "infectious period" of the having disease. The "infectious period" begins the two (2) days before either: (1) the individual first presented symptoms associated with COVID-19, for symptomatic individuals; or (2) the test that resulted in the positive diagnosis, for asymptomatic individuals. The "infectious period" concludes when the CDC guidance provides for the discontinuation of the isolation period (See CDC guidance on discontinuing home isolation for persons with COVID-19 not in healthcare settings here: <https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html>)

If any of the above currently apply to you, please remain at your home or place of residence and do not report to work. Furthermore, please provide notice to the City as soon as possible if you are unable to report to work because of one of the above enumerated circumstances. If the nature of your job permits you to telework, you should discuss the possibility of doing so with your supervisor or manager.

If you are unable to report to work for one of the reasons identified above, you may be eligible and qualified to receive statutory or agency-provided leave and benefits during your time away from work. Your ability to telework may affect eligibility for such leaves and benefits. Please find attached a notice providing information about some of the leaves that may be available depending on your particular circumstance. Eligibility for the leaves and/or benefits is governed by applicable statutes for such leaves and/or benefits, as well as the City's policies regarding such leaves and/or benefits. If you would like more information on potentially applicable leaves or benefits, please contact the City's Department of Human Resources at (559) 661-5400, option 8.

The City of Madera's Plan for Cleaning and Disinfecting the Workplace

As the City continues to investigate the specific locations where the COVID-19 positive individual was present, the City will begin to implement a cleaning and disinfection plan adopted pursuant to guidance from the CDC.

As part of this plan, the City will undertake the following measures in order to ensure that the workplace is healthy and safe for City employees:

- Closing off all areas used by the COVID-19 positive individual during the high-risk exposure period;
- Waiting 24 hours before cleaning or disinfecting affected areas to protect those performing cleaning and disinfecting;
- Opening outside doors and windows where applicable to increase air circulation in the areas used by the COVID-19 positive individual;
- Cleaning and disinfecting all areas used by the COVID-19 positive individual, such as offices, bathrooms, and common areas, with disinfectants approved by the CDC and the Environmental Protection Agency ("EPA").

The City will also continue to enforce its COVID-19 screening protocols in compliance with health department orders to satisfy its duty to provide a healthy and safe work environment for employees.

Discrimination and Retaliation Protections While on Leave

The City will not discriminate or retaliate against City employees who qualify for any leaves and/or benefits, nor against any employee for disclosing the results of a positive COVID-19 test or diagnosis or any order to the employee to quarantine or isolate for reasons related to COVID-19.

COVID-19 Related Leave & Benefits that May be Available to You

Emergency Family Medical Leave Act (E-FMLA)

- **Use:** Job-protected leave is available when an eligible employee is unable to work or telework due to a need to care for a son or daughter under 18 years of age if their school or place of care has been closed or if the childcare provider is unavailable due to a public health emergency. The first 10 days may be unpaid. The City will provide 2/3s of an employee's pay starting on the eleventh day.
- **Eligibility:** Must be an employee for 30 calendar days. Must not have exhausted their FMLA leave in the last 12 months.
- **Limit:** 12 weeks
- **How to Apply:** Complete the E-FMLA request form and return to HR. Certain limits apply. See *COVID-19 Emergency Policy No. 2* for additional details.

Supplemental Paid Sick Leave (SPSL)

- **Use:** SPSL provides paid sick leave for various COVID-19-related reasons. E-PSL is paid at an employee's regular rate of pay when they are unable to work or telework due to: (1) an employee is subject to a government quarantine or isolation order, (2) an employee is advised by a health care provider to self-quarantine due to concerns related to COVID-19, (3) an employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis, (4) caring for a family member who is subject to a government quarantine or isolation order related to COVID-19, or has been advised to self-quarantine by a health care provider due to concerns related to COVID-19, (5) an employee is caring for a child whose school or place of care is closed or otherwise unavailable for reasons related to COVID-19 on the premises, (6) an employee is experiencing any other substantially similar condition specified by the Secretary of Health and Human Services, (7) the employee is attending an appointment to receive a vaccine for protection against contracting COVID-19, (8) the employee is experiencing symptoms related to a COVID-19 vaccine that prevents the employee from being able to work or telework, (9) the employee is seeking or awaiting the results of a diagnostic test for, or a medical diagnosis of, COVID-19 after such employee has been exposed to COVID-19 or the employee's employer has requested such test or diagnosis, or (10) the employee is excluded from the workplace as a result of a "close contact" exposure, as defined by the Centers for Disease Control and Prevention ("CDC"), pursuant to Cal/OSHA's COVID-19 emergency temporary regulations.

- **Eligibility:** All City employees.
- **Limit:** 80 hours for FT employees, prorated for PT employees
- **How to Apply:** Complete the E-PSL request form and return to HR or verbally request leave. Certain limits apply. See *COVID-19 Emergency Policy No. 2* for additional details.

Existing Paid Leave Options

- **Use:** Depending on the employee's applicable Memorandum of Understanding (MOU) and the Personnel Rules, regular sick leave, vacation, administrative leave, banked holiday, floating holiday, or compensatory time off (CTO) may be used in order to remain in a paid status while under quarantine and/or while COVID-19 positive.
- **Eligibility:** Must have the applicable time available in leave banks and be eligible to use per the applicable MOU or Personnel Rule.
- **How to Apply:** Follow normal timesheet procedures for requesting paid leave.

Expanded Reasons for Using Sick Leave

In addition to any reasons an employee may use sick leave as defined in the Personnel Rules and Regulations or applicable MOU, employees may use sick leave to:

- Care for children who are not necessarily sick, but who require parental supervision due to school or childcare cancellation.
- Care for an immediate family member who is sick with COVID-19. Immediate family member is as defined in existing policy.
- The employee or immediate family member is ordered to isolate or quarantine by Public Health Officials or a treating physician.
- Other terms and conditions apply, reference COVID-19 Emergency Policy No. 1 or contact HR.

Sick Leave Borrow Program

- **Use:** When an employee has COVID-19; to care for children who are not necessarily sick, but who require parental supervision due to school or child care cancellation; care for an immediate family member who is sick with COVID-19; or the employee or immediate family member is ordered to isolate or quarantine by Public Health Officials or a treating physician.
- **Eligibility:** Full time employees that have insufficient time accrued to cover their need for leave related to COVID-19.
- **Limit:** Up to 40 hours.

- **Repayment:** Employees shall repay the borrowed hours through either future accruals or unpaid furlough days spread over up to 5 months' time.
- **How to Apply:** Employee completes the Agreement for Repayment of Borrowed Sick Leave Time form and returns it to HR.
- Other terms and conditions apply, reference COVID-19 Emergency Policy No. 1 or contact HR.

COVID Administrative Leave

- **Use:** When an employee is able and available to work, but the City requests they not report to their scheduled shift.
- **Eligibility:** COVID Administrative Leave must be approved by the Department Director.

Emergency Vacation Leave Cash-Out

- **Eligibility:** Employees that are able to maintain 120 hours of vacation time after cash out.
- **Limit:** Employees may cash out up to 40 hours of vacation one time during the local emergency.
- **How to Apply:** Employee completes the Request for COVID-19 Emergency Leave Cash Out form and returns it to HR.
- Other terms and conditions may apply, reference COVID-19 Emergency Policy No. 1 or contact HR.
- Please note, this benefit does not keep an employee in a paid status; it is an option to assist with unexpected expenses related to COVID situations.

Workers' Compensation

- **Eligibility:** When COVID-19 is contracted in the performance of work duties (does not apply when an employee is working from home). An investigation will be conducted to determine where COVID-19 was likely contracted.
- **Limits:** Temporary Total Disability (TTD) or 4850 benefits (if eligible) are paid if the employee is actually experiencing a COVID-19 related-illness. Positive test result is required.
- **How to File:** Complete DWC-1 and return to supervisor.



All other terms and conditions of personnel policies and MOU provisions shall remain in effect.

Contact HR with questions at x8704 from a City phone, or (559) 661-5400, option 8.

Updated: 7/22/21

**FORM F: WORKPLACE EXPOSURE NOTICE TO EMPLOYEE
ORGANIZATIONS/REPRESENTATIVES**

To:
From: City of Madera (City)
Date:
Re: **CONFIDENTIAL: NOTICE OF REPRESENTED EMPLOYEE'S
POTENTIAL WORKPLACE EXPOSURE TO VIRUS THAT CAUSES
COVID-19**

The City is hereby notifying you that employees represented by **[Insert Name of Employee Organization]** may have been exposed to the virus that causes COVID-19. On **[Insert Date]**, employees represented by **[Insert Name of Employee Organization]** and an individual with COVID-19 were present at a City worksite/facility. This notice serves to inform you that City employees represented by your **[Union/Association]** may have been exposed to the virus that causes COVID-19 as a result of their presence at the **[name of worksite/facility]** on that date.

At this time, the City is working to determine the nature and circumstances of the COVID-19 positive individual's activities at the worksite/facility, and whether the individual had any close contact interactions¹ with individuals at the worksite/facility. If we determine that represented employees may have had "close contact" exposure, we will provide those represented employees with additional instructions to supplement the instructions provided herein.

Currently Known COVID-19 Positive Employee(s)/Individual(s)

Based on information provided to date by the COVID-19 positive employee or individual, the City is able to share the following information regarding the potential exposure:

Department/Division:
Location of Worksite Affected:
Date of first Symptom:
Date Positive Test was Administered:
Last Date at the Work Site:

As a result of the potential exposure(s) described above, the City is also providing notice to each of the represented employees who were at the same City worksite/facility as the COVID-19 positive individual(s).

¹Close contact exposure means: (1) contact within 6 feet; (2) for a cumulative total of 15 or more minutes over a 24-hour period; (3) with someone who has a laboratory confirmed case and is in the "infectious period" of the having disease. The "infectious period" begins the two (2) days before either: (1) the individual first presented symptoms associated with COVID-19, for symptomatic individuals; or (2) the test that resulted in the positive diagnosis, for asymptomatic individuals. The "infectious period" concludes when the CDC guidance provides for the discontinuation of the isolation period (See CDC guidance on discontinuing home isolation for persons with COVID-19 not in healthcare settings here: <https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html>)

The City became aware of the COVID-19 positive individual's status on [DATE]. The City is providing this notice as quickly as possible to comply with California Labor Code Requirements. For this reason, the investigation may not yet be complete, and the City may still be determining whether the COVID-19 positive individual(s) had "close contact," as defined by the Centers for Disease Control and Prevention ("CDC"), with represented employees or any other City employee.

The City's Plan for Cleaning and Disinfecting the Workplace

As the City continues to investigate the specific locations where the COVID-19 positive individual was present, the City will begin to implement a cleaning and disinfection plan adopted pursuant to guidance from the CDC.

As part of this plan, the City will undertake the following measures in order to ensure that the workplace is healthy and safe for City employees:

- Closing off all areas used by the COVID-19 positive individual during the high-risk exposure period;
- Waiting 24 hours before cleaning or disinfecting affected areas to protect those performing cleaning and disinfecting;
- Opening outside doors and windows where applicable to increase air circulation in the areas used by the COVID-19 positive individual;
- Cleaning and disinfecting all areas used by the COVID-19 positive individual, such as offices, bathrooms, and common areas, with disinfectants approved by the CDC and the Environmental Protection Agency ("EPA").

The City will also continue to enforce its COVID-19 screening protocols in compliance with health department orders to satisfy its duty to provide a healthy and safe work environment for employees.

Employees May Be Eligible for Leave or Related Benefits

Employees may be eligible for statutory or agency-provided leave or benefits under federal and state law should they present symptoms associated with COVID-19 or contract COVID-19. Eligibility for the aforementioned leaves and/or benefits is governed by applicable statutes for such leaves and/or benefits, as well as the City's policies regarding such leaves and/or benefits. The City has provided the attached notice providing information about some of the leaves that may be available depending on an employee's particular circumstance.

If employees represented by your Association are not qualified to receive compensation under any of the leaves or benefits described in the attached, but wish to be paid during any time that they may be required to be away from the workplace, they may need to use paid sick leave or another paid leave that they have earned or accrued and for which they possess a sufficient balance.

Discrimination and Retaliation Protections While on Leave

Federal and/or state law prohibits the City from discriminating or retaliating against City employees who qualify for any of the aforementioned leaves and/or benefits. Furthermore, the City will not retaliate against any employee for disclosing the results of a positive COVID-19 test or diagnosis, or any order to the employee to quarantine or isolate for reasons related to COVID-19.

COVID-19 Related Leave & Benefits that May be Available to You

Emergency Family Medical Leave Act (E-FMLA)

- **Use:** Job-protected leave is available when an eligible employee is unable to work or telework due to a need to care for a son or daughter under 18 years of age if their school or place of care has been closed or if the childcare provider is unavailable due to a public health emergency. The first 10 days may be unpaid. The City will provide 2/3s of an employee's pay starting on the eleventh day.
- **Eligibility:** Must be an employee for 30 calendar days. Must not have exhausted their FMLA leave in the last 12 months.
- **Limit:** 12 weeks
- **How to Apply:** Complete the E-FMLA request form and return to HR. Certain limits apply. See *COVID-19 Emergency Policy No. 2* for additional details.

Supplemental Paid Sick Leave (SPSL)

- **Use:** SPSL provides paid sick leave for various COVID-19-related reasons. E-PSL is paid at an employee's regular rate of pay when they are unable to work or telework due to: (1) an employee is subject to a government quarantine or isolation order, (2) an employee is advised by a health care provider to self-quarantine due to concerns related to COVID-19, (3) an employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis, (4) caring for a family member who is subject to a government quarantine or isolation order related to COVID-19, or has been advised to self-quarantine by a health care provider due to concerns related to COVID-19, (5) an employee is caring for a child whose school or place of care is closed or otherwise unavailable for reasons related to COVID-19 on the premises, (6) an employee is experiencing any other substantially similar condition specified by the Secretary of Health and Human Services, (7) the employee is attending an appointment to receive a vaccine for protection against contracting COVID-19, (8) the employee is experiencing symptoms related to a COVID-19 vaccine that prevents the employee from being able to work or telework, (9) the employee is seeking or awaiting the results of a diagnostic test for, or a medical diagnosis of, COVID-19 after such employee has been exposed to COVID-19 or the employee's employer has requested such test or diagnosis, or (10) the employee is excluded from the workplace as a result of a "close contact" exposure, as defined by the Centers for Disease Control and Prevention ("CDC"), pursuant to Cal/OSHA's COVID-19 emergency temporary regulations.

- **Eligibility:** All City employees.
- **Limit:** 80 hours for FT employees, prorated for PT employees
- **How to Apply:** Complete the E-PSL request form and return to HR or verbally request leave. Certain limits apply. See *COVID-19 Emergency Policy No. 2* for additional details.

Existing Paid Leave Options

- **Use:** Depending on the employee's applicable Memorandum of Understanding (MOU) and the Personnel Rules, regular sick leave, vacation, administrative leave, banked holiday, floating holiday, or compensatory time off (CTO) may be used in order to remain in a paid status while under quarantine and/or while COVID-19 positive.
- **Eligibility:** Must have the applicable time available in leave banks and be eligible to use per the applicable MOU or Personnel Rule.
- **How to Apply:** Follow normal timesheet procedures for requesting paid leave.

Expanded Reasons for Using Sick Leave

In addition to any reasons an employee may use sick leave as defined in the Personnel Rules and Regulations or applicable MOU, employees may use sick leave to:

- Care for children who are not necessarily sick, but who require parental supervision due to school or childcare cancellation.
- Care for an immediate family member who is sick with COVID-19. Immediate family member is as defined in existing policy.
- The employee or immediate family member is ordered to isolate or quarantine by Public Health Officials or a treating physician.
- Other terms and conditions apply, reference COVID-19 Emergency Policy No. 1 or contact HR.

Sick Leave Borrow Program

- **Use:** When an employee has COVID-19; to care for children who are not necessarily sick, but who require parental supervision due to school or child care cancellation; care for an immediate family member who is sick with COVID-19; or the employee or immediate family member is ordered to isolate or quarantine by Public Health Officials or a treating physician.
- **Eligibility:** Full time employees that have insufficient time accrued to cover their need for leave related to COVID-19.
- **Limit:** Up to 40 hours.

- **Repayment:** Employees shall repay the borrowed hours through either future accruals or unpaid furlough days spread over up to 5 months' time.
- **How to Apply:** Employee completes the Agreement for Repayment of Borrowed Sick Leave Time form and returns it to HR.
- Other terms and conditions apply, reference COVID-19 Emergency Policy No. 1 or contact HR.

COVID Administrative Leave

- **Use:** When an employee is able and available to work, but the City requests they not report to their scheduled shift.
- **Eligibility:** COVID Administrative Leave must be approved by the Department Director.

Emergency Vacation Leave Cash-Out

- **Eligibility:** Employees that are able to maintain 120 hours of vacation time after cash out.
- **Limit:** Employees may cash out up to 40 hours of vacation one time during the local emergency.
- **How to Apply:** Employee completes the Request for COVID-19 Emergency Leave Cash Out form and returns it to HR.
- Other terms and conditions may apply, reference COVID-19 Emergency Policy No. 1 or contact HR.
- Please note, this benefit does not keep an employee in a paid status; it is an option to assist with unexpected expenses related to COVID situations.

Workers' Compensation

- **Eligibility:** When COVID-19 is contracted in the performance of work duties (does not apply when an employee is working from home). An investigation will be conducted to determine where COVID-19 was likely contracted.
- **Limits:** Temporary Total Disability (TTD) or 4850 benefits (if eligible) are paid if the employee is actually experiencing a COVID-19 related-illness. Positive test result is required.
- **How to File:** Complete DWC-1 and return to supervisor.



All other terms and conditions of personnel policies and MOU provisions shall remain in effect.

Contact HR with questions at x8704 from a City phone, or (559) 661-5400, option 8.

Updated: 7/22/21

**FORM G: WORKPLACE EXPOSURE NOTICE TO EMPLOYER OF
SUBCONTRACTED EMPLOYEES**

To:
From: City of Madera (City)
Date:
Re: NOTICE OF EMPLOYEE’S POTENTIAL WORKPLACE EXPOSURE TO
VIRUS THAT CAUSES COVID-19 - LABOR CODE SECTION 6409.6

Under Labor Code section 6409.6, the City has an obligation to notify you that your employees may have been exposed to the virus that causes COVID-19. On **[Insert Date]**, your employees and an individual with COVID-19 were present at a City worksite/facility. This notice serves to inform you that your employees may have been exposed to the virus that causes COVID-19 as a result of their presence at the **[name & address of worksite/facility]** on that date.

At this time, the City is working to determine the nature and circumstances of the COVID-19 positive individual’s activities at the worksite/facility, and whether the individual had any close contact interactions¹ with individuals at the worksite/facility. If we determine that your employees may have had “close contact” exposure, the City will notify you so that you may direct your employees to self-isolate or quarantine pursuant to applicable public health guidance from the CDC, CDPH, and/or local public health orders. In support of the City’s efforts, you are asked to investigate and determine if any employees were or may have been present at the identified City worksite/facility on the identified date(s) for purposes of evaluating whether any of your employees had close contact with a qualifying individual.

Direction Not to Return to Work Under Certain Circumstances

As part of the City’s obligation to maintain a healthy and safe working environment under Cal-OSHA, the City is directing your employees not report to any City premises for work if any of the following are applicable:

1. They have tested positive for COVID-19;
2. They are currently presenting one or more symptoms associated with COVID-19 as identified by the Centers for Disease Control and Prevention (“CDC”) (See full list of symptoms that the CDC associates with COVID-19 here: <https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html>);

or

¹ “Close contact” exposure means: (1) contact within 6 feet; (2) for a cumulative total of 15 or more minutes over a 24-hour period; (3) with someone who has a laboratory confirmed case and is in the “infectious period” of the having disease. The “infectious period” begins the two (2) days before either: (1) the individual first presented symptoms associated with COVID-19, for symptomatic individuals; or (2) the test that resulted in the positive diagnosis, for asymptomatic individuals. The “infectious period” concludes when the Centers for Disease Control and Preventions (“CDC”) guidance provides for the discontinuation of the isolation period (See CDC guidance on discontinuing home isolation for persons with COVID-19 not in healthcare settings here: <https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html>)

3. They are aware that they have had close contact exposure to someone with a laboratory confirmed case of COVID-19. (See CDC guidance on discontinuing home isolation for persons with COVID-19 not in healthcare settings here: <https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html>)

If any of the above currently apply to your employees, please direct them to remain at their home or place of residence and not report to work. Furthermore, please provide notice to the City as soon as possible if your employees are unable to report to work because of one of the above enumerated circumstances.

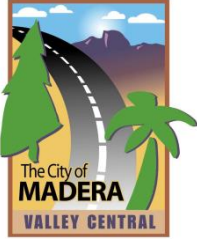
The City's Plan for Cleaning and Disinfecting the Workplace

As the City continues to investigate the specific locations where the COVID-19 positive individual was present, the City will begin to implement a cleaning and disinfection plan adopted pursuant to guidance from the CDC.

As part of this plan, the City will undertake the following measures in order to ensure that the workplace is healthy and safe for City employees:

- Closing off all areas used by the COVID-19 positive individual during the high-risk exposure period;
- Waiting 24 hours before cleaning or disinfecting affected areas to protect those performing cleaning and disinfecting;
- Opening outside doors and windows where applicable to increase air circulation in the areas used by the COVID-19 positive individual;
- Cleaning and disinfecting all areas used by the COVID-19 positive individual, such as offices, bathrooms, and common areas, with disinfectants approved by the CDC and the Environmental Protection Agency ("EPA").

The City will also continue to enforce its COVID-19 screening protocols in compliance with health department orders to satisfy its duty to provide a healthy and safe work environment for employees.



REPORT TO CITY COUNCIL

Approved by:

Gino Chiaramonte

Dino Lawson, Chief of Police

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: August 4, 2021

Agenda Number: B-4

SUBJECT:

Law Enforcement services agreement with the Housing Authority of the City of Madera (MHA)

RECOMMENDATION:

Adopt a minute order approving a Law Enforcement Services Agreement between the City and MHA

SUMMARY:

The City has worked collaboratively with MHA to assign a Police Officer to serve as Housing Authority Officer (HAO) to public housing communities for several years. The HAO performs specialized patrols to enforce all state and local MHA rules, and employs a community policing concept in the public housing communities. The action considered is an agreement between the City and MHA to continue to provide HAO services, one fiscal year at a time, for a maximum of three (3) years. MHA will reimburse the City up to \$95,000 each year for the salary and benefits paid to the HAO. MHA will also reimburse the City for overtime costs associated with the HAO or any Additional Officers, as defined in the Agreement.

DISCUSSION:

The action contemplated herein is a continuation of previous agreements in which MHA reimbursed the City the salary and benefits costs of one (1) sworn Police Officer assigned to provide law enforcement services at public housing communities within MHA. The MHA has requested to continue the partnership with the City and has the funds to do so on a year-to-year basis. Differing from prior agreements, the proposed agreement caps the reimbursement annually at \$95,000 for salary and benefits instead of requiring reimbursement of the total salary and benefit costs of the assigned officer. This cap is in recognition of the mutual benefit between the City and MHA of the continuity and relationship developed between the HAO and residents, assisting in maintaining lawful order at MHA units.

The HAO is responsible for policing the MHA units within the City to include all public housing and Section 8 residences. Since the program's inception in 1999, the HAO has successfully improved the quality of life for MHA tenants. Their perception is that crime has been reduced by this officer's visibility and actions. An additional benefit of this program has been the decrease in workload to the Police Department with regard to responding to calls for service to the MHA community. The HAO has assumed these responsibilities and has allowed the Police Department to concentrate its efforts in other geographical areas of the community.

The proposed agreement term is through June 30, 2024, and is comprised of three, one-year periods of July 1 to June 30.

FINANCIAL IMPACT:

Total salary and benefits for the HAO for FY 21/22 are \$142,502, including pension obligations. The agreement would provide General Fund relief of \$95,000 per year for three years beginning in FY 21/22 to offset the salary and benefits of the HAO. In the first year of the contract, the General Fund would be obligated to pay the remaining \$47,502 of salary and benefits not offset by the MHA reimbursement, which equates to approximately 33% of the total salary and benefits. The General Fund liability for years two and three of the contract depends on the officer assigned to the position for that term, their longevity with the City, and their assigned pay rate.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The MHA Agreement supports the Vision Madera 2025 Plan as follows:

- Strategy 421-First Response Emergency Services: Ensure the safety and protection of Madera and its community members through adequate first response to emergencies. Maintain sufficient resources to expand protection as the community grows.

ALTERNATIVES:

Council may decline the agreement or may request additional information.

ATTACHMENTS:

1. Law Enforcement Services Agreement

**LAW ENFORCEMENT SERVICES AGREEMENT BETWEEN
THE HOUSING AUTHORITY OF THE CITY OF MADERA AND THE CITY OF MADERA**

A. Parties

This Agreement is entered into by the City of Madera, (hereinafter referred to as "City"), and the Housing Authority of the City of Madera, (hereinafter referred to as "Authority"). The City and Authority are collectively referred to as the "Parties".

B. Term of Agreement

This Agreement shall be effective after being adopted by the Board of the Commissioners of the Housing Authority of the City of Madera and the Madera City Council and executed by the City and Authority. The Contract Term shall be July 1, 2021, to June 30, 2024, comprised of three one-year periods of July 1 to June 30. Each one year period is also referenced as "Contract Year" under this Agreement

C. Provision of Law Enforcement Services

1. Assignment of Designated Officer to Authority. The City agrees to assign one (1) police officer (hereafter "Assigned Officer") to provide law enforcement services to the Authority for the Contract Term. City agrees that the services rendered by the Assigned Officer under this contract are in addition to baseline police services provided through City's normal service delivery. City agrees it will not reduce its base-line level of police services to Authority's public housing developments.
2. Selection of Assigned Officers. The Parties agree to work cooperatively to select an appropriate officer to fulfill the duties set forth in this Agreement. The Parties agree that the City Police Chief shall retain final authority for the selection of the Assigned Officer to perform under this Agreement, after reasonably appropriate consultation with the Authority. The Parties further agree that the Authority shall be able to request the replacement of any Assigned Officer. Such a request shall be made by the Authority Executive Director. The City Police Chief shall honor any such request from the Authority to replace the Assigned Officer at the earliest opportunity.
3. Duties and Responsibilities. Duties and responsibilities of the Assigned Officers shall include, but not be limited to, the following:
 - a. Prevention and deterrence of criminal activity on and/or near public housing properties;
 - b. Investigation of criminal offenses occurring, in

- c. Provision of technical and informational assistance to Authority and related community agencies and personnel;
 - d. Enforcement of Authority rules and regulations;
 - e. Reporting relevant contacts with tenants, unauthorized visitors, staff and community members to the Authority on a regular basis; and
 - f. Other law enforcement and public relations duties as reasonably appropriate.
4. Direction and Supervision by Authority. The Assigned Officer shall receive only general direction from the Authority Executive Director, or his/her designee, including assignment for coverage of specific Authority property, functions, or specific housing sites, at specific times, at any site within the Authority's jurisdiction.
5. Assigned Officer's Schedule. The Parties agree to work cooperatively to create and maintain a schedule of work hours for the Assigned Officer.
- a. Adjustments or modifications to an Assigned Officer's schedule which are necessary to carry out or accommodate various assignments shall be made in advance by at least five (5) business days, with agreement from both the Authority and City Police Commander not unreasonably withheld.
6. Absence
- a. Short Duration Absence. It is understood that the City will not provide a substitute officer (hereinafter "Substitute Officer") in the event of a short duration absence of an Assigned Officer resulting from routine training, illness, vacation and other authorized leave. For purposes of this section, a "short duration absence" shall be defined as leave for four (4) or less consecutive days. The Authority is obligated to compensate the City as provided in Section D during absences of a short duration. The Assigned Officer shall provide the Authority with sufficient notice of a short duration absence in order to facilitate Authority activities.
 - b. Extended Duration Absence. In the event of an extended duration absence, the City shall provide a Substitute Officer to fulfill the Assigned Officer's duties contemplated by this Agreement for the period of time that the Assigned Officer is unavailable. In the event that sufficient personnel do not permit this assignment, the Authority shall not be obligated to compensate the City as otherwise provided in Section D. For purposes of this Agreement, "extended duration absence" shall be

defined as leave greater than four (4) consecutive days during. The City will not provide a Substitute Officer to cover the Assigned Officer's vacation and compensatory time off which extends past the four (4) consecutive days. The Assigned Officer shall provide the Authority with sufficient notice of an extended duration absence.

- c. Officer Use for Training, Mutual Aide Requirements, and Extraordinary Situations and Emergencies. The District recognizes that the Assigned Officer may occasionally be away from his or her regular assignment due to training requirements or to fulfill law enforcement mutual aide requirements, including for extraordinary situations and emergencies. The Parties agree that the City shall retain the ability to use the services of the Assigned Officer at the Authority's expense to fulfill these law enforcement mutual aide requirements, for extraordinary situations and emergencies, and for other than normal and routine duties requested by and associated with Authority business.
7. Compliance with Law and Policies. In all circumstances, the Assigned Officer and any Substitute Officer shall follow all applicable federal, state, and local legal requirements, as well as the policies and procedures of the City and City of Madera Police Department.
8. Conditions of Employment. Except as specifically included in this Agreement, the City retains full authority and responsibility for conditions of employment, including but not limited to appropriate disposition of citizen complaints, disciplinary actions and evaluation of performance and agreement of schedules to be worked. All public complaints of inappropriate Assigned Officer or Substitute Officer conduct and behavior shall be referred directly to the City Police Commander.
9. Authority Evaluation of Assigned Officer's Performance. Notwithstanding Paragraph 8 above, the Authority shall provide the City Police Commander with its own written evaluation of an Assigned Officer's performance prior to the conclusion of each contract term. The Authority shall also immediately report to the City Police Commander any behavior or conduct by an Assigned Officer that appears to violate the terms and conditions, or the spirit and intent, of this Agreement.
10. Use of Additional Officers. In some instances, the Authority may require one or more additional officer(s) (hereinafter "Additional Officer"), in addition to the Assigned Officers for planned events and/or activities associated with other Authority services or events ("Events"). The Parties understand that, should such Events arise, the Authority shall request the support of an Additional Officer or

Officers from the City in a timely manner. The City will provide the Additional Officer(s) so long as such personnel is available at the time of the request. The Authority agrees to compensate the City in accordance with the provisions outlined in Section D (l) (c) of this Agreement.

D. Compensation and Payment of Costs

1. Payment to City for Costs Associated with Provision of Law Enforcement Services to the Authority. Pursuant to this Agreement, the Authority shall pay the City for the following costs associated with the provision of law enforcement services during the Term and each subsequent Contract Term, unless modified in writing and agreed to by both the City and Authority:
 - a. Salary and Benefits. The Authority shall pay the City for the Assigned Officer's actual salary and benefits provided by the City to the Assigned Officer as provided by law or through any applicable labor agreement. The total cost to the Authority for the actual salary and benefits of the Assigned Officer for the Term shall be Ninety Five Thousand Dollars (\$95,000.00) for each Contract Year.
 - b. The Parties agree that such overtime shall consistent with all provisions existing at the time of overtime earnings which in the Memorandum of Understanding between the City and Madera Police Officers' Association. Overtime hours accrued but not paid to the Assigned Officer shall be reimbursed by the Authority at such time as the Assigned Officer takes the accrued time as compensation.
 - c. Overtime for Additional Officers. The Authority shall pay one hundred percent (100%) of all overtime for Additional Officers, as defined in Section C (10) of this Agreement. Overtime shall be paid consistent with all provisions existing at the time of overtime earnings which are incorporated in the Memorandum of Understanding between the City and Madera Police Officers' Association. Overtime hours accrued but not paid to an Additional Officer shall be reimbursed by the Authority at such time as that Additional Officer takes the accrued time as compensation.
2. Accounting of Costs. The City shall provide the Authority with an accounting of all costs contemplated in Paragraphs D (l) (a)-(c) when assessed, and on a monthly basis. The Authority agrees to pay the City for the costs set forth in Paragraphs D (l) (a)-(c) on a monthly basis and in accordance with its standard billing and payment procedures.
3. Liability for Additional Costs. The Authority shall not be liable for any expenses or costs incurred by the City except as specifically provided for in this Agreement,

unless prior approval for such expenditure(s) is obtained, in writing, from the Authority Executive Director. Similarly, the City shall not be liable for any expenses or costs incurred by the Authority and not specifically set forth in this Agreement, unless prior approval for such expenditure(s) is obtained, in writing, from the City Police Chief.

E. Independent Contractor Status

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

F. Indemnity and Hold Harmless

Indemnity. The Authority shall indemnify, defend, and hold harmless the City, its officers, officials, employees, and volunteers (hereafter collectively City Personnel) from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgments, and expenses of litigation (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost) of every nature arising out of or in connection with any services provided by the City or any City Personnel or their performance of work or any failure to comply with any of the City's duties contained in the Agreement, except such loss or damage which was caused by the active negligence by City Personnel, or the gross or willful misconduct of City Personnel.

The City shall indemnify, defend, and hold harmless the Authority, its officers, officials, employees, and volunteers from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgments, and expenses of litigation (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost) of every nature arising out of the active negligence by City Personnel or the gross or willful misconduct of the City Personnel during the performance of work hereunder.

If the Authority rejects a tender of defense by the City or City Personnel under this Agreement, and it is later determined that the City and City Personnel breached no duty of care and/or was immune from liability, the Authority shall reimburse the City and/or

City Personnel for any and all litigation expenses (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost). A duty of care or immunity determination may be made by a jury or a court, including a declaratory relief determination by a court after the City and/or City Personnel settles a liability claim, with or without participation by the Authority.

The Parties acknowledge that it is not the intent of the Agreement to create a duty of care by the City or City Personnel that they would not owe in the absence of the Agreement. The Agreement does not create an affirmative duty of care (including, without limitation, a duty to protect, a duty to deter and/or a duty to intervene) by the City or City Personnel and the absence of City Personnel is not a material breach of this Agreement. The Parties further acknowledge that by entering into this Agreement neither the City nor City Personnel intends to waive any immunities to which they would be entitled in the absence of the Agreement.

G. Insurance

It is understood and agreed that City and Authority maintain insurance policies or self-insurance programs to fund their respective liabilities.

H. Suspension or Termination of Contract

Either Party may suspend the performance of the Services, in whole or in part, or terminate this Agreement, with or without cause, by giving sixty (60) days prior written notice thereof to the other Party. Upon receipt of such notice, City will immediately discontinue its performance of the Services.

Upon such suspension or termination by either Party, City will be paid for the Services rendered or materials delivered to Authority in accordance with Section C of this Agreement on or before the effective date of suspension or termination.

No payment, partial payment, acceptance, or partial acceptance by City will operate as a waiver on the part of City of any of its rights under this Agreement. Any funds advanced by Authority in excess of operating costs as defined in Section D (2) shall be refunded by City.

I. Integration of Prior Terms and Conditions

This Agreement, including all recitals, constitutes the entire agreement of the Parties. This Agreement may be amended or modified only by the mutual written agreement of the Parties. This Agreement is invalid unless approved by the legislative body of each Party, although it may be executed by an authorized agent of each Party. An authorized agent of the City shall be a person specifically authorized by the legislative body of the City to execute this Agreement, at the level of City Manager or City Attorney or equivalent.

J. Execution of Final Agreement

This Agreement, once fully executed by the Chairperson of the Board and the City Mayor as evidenced by the signatures below, shall supersede any and all prior discussions, negotiations, agreements and/or understandings whether oral, or in writing, as to the provision of law enforcement services by the City to the Authority.

K. Invalidity; Severability

If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

L. Signature in Counterparts

This Agreement may be signed in counterparts, each of which shall constitute an original.

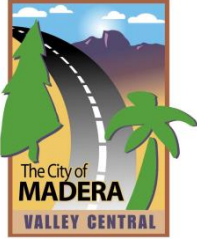
IN WITNESS WHEREOF, the Parties hereto have by their dully authorized representatives executed this Agreement as follows:

Santos Garcia, City of Madera Mayor

Date

Steve Montes, Board of Directors HACM Chairperson

Date



REPORT TO CITY COUNCIL

Approved by:

Handwritten signature of Keith Helmuth in blue ink.

Keith Helmuth, City Engineer

Handwritten signature of Arnaldo Rodriguez in blue ink.

Arnaldo Rodriguez, City Manager

Council Meeting of: August 4, 2021

Agenda Number: B-5

SUBJECT:

Agreements with Union Pacific Railroad Company for the Olive Avenue Widening and Reconstruction project

RECOMMENDATION:

Adopt a Resolution approving a Pipeline Crossing Agreement and a Wireline Crossing Agreement with the Union Pacific Railroad Company

SUMMARY:

The City is working on a project to widen Olive Avenue between Gateway Drive and Knox Street. A portion of this project is within the Union Pacific Railroad (UPRR) right of way. All work within the UPRR right of way requires agreements between the City and UPRR to complete that work. Components of the Project within the UPRR right of way include the installation of a 30-inch storm drain pipeline and conduit for future traffic signal interconnection.

DISCUSSION:

The Olive Avenue Widening and Reconstruction project will widen and reconstruct Olive Avenue between Gateway Drive and Knox Street to a four-lane divided arterial standard. The Project also includes installation of storm drain pipeline and modifications to the traffic signal at Gateway and the construction of new signals at Roosevelt and Knox Streets.

The installation of the storm drain in Olive Avenue will require a portion of the pipeline to be installed within UPRR right of way and underneath their tracks. Additionally, a manhole will be installed within the UPRR right of way. The Pipeline Crossing Agreement is a standard agreement prepared by UPRR that specifies City obligations and responsibilities with respect to the pipeline within their right of way and is attached as Exhibit 1.

Conduit for future signal interconnection is included in the project and will cross the UPRR right of way. The future interconnection of traffic signals will allow the signals along Olive Avenue to be synchronized. The Wireline Crossing Agreement is also a standard agreement prepared by UPRR that specifies City obligations and responsibilities with respect to the fiber optic cable within their right of way and is attached as Exhibit 2.

The Agreements will give the City the right to construct, maintain and operate a storm drain pipeline and manhole and fiber optic cabling across UPRR right of way. The City's contractor, when hired, will be required to execute a Contractor's Right of Entry Agreement and provide required insurance for the work. The City will be responsible for all UPRR expenses in connection with the project, including engineering review, construction, inspection, flagging and any other construction related costs. The Agreements specify the City will reimburse UPRR for 100 percent of their actual costs.

The fee for the Pipeline Crossing Agreement is \$12,010 and the fee for the Wireline Crossing Agreement is \$3,000. The Pipeline Crossing Agreement requires construction observation during the construction of the pipeline and manhole. The cost for this observation is estimated at \$20,200. A warrant request for the Agreement fees will be prepared upon approval of the Agreements. Construction observation costs will be incurred during the construction phase of the project.

Another agreement with UPRR will be presented to Council in the future that will address the surface improvements and signal equipment upgrades that are required with the Project. Staff is still working with UPRR on completing the design elements of this work and obtaining the approval of UPRR.

FINANCIAL IMPACT:

There will be no impact to the City's General Fund. Funding for the License Fee and reimbursement of UPRR construction costs will come from project funds already programmed from RSTP or LTF funding sources.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Strategy 126 – This project supports this strategy for providing clean, attractive streets that are safe and aesthetically pleasing.

ALTERNATIVES:

Should Council not approve these Agreements, the storm drain pipeline in Olive Avenue may not be upgraded and future interconnection between traffic signals along Olive Avenue will not occur.

ATTACHMENTS:

1. Council Resolution

- a. Exhibit 1 – Pipeline Crossing Agreement
 - b. Exhibit 2 – Wireline Crossing Agreement
- 2. Vicinity Map

ATTACHMENT 1
Council Resolution

**A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA, CALIFORNIA
APPROVING A PIPELINE CROSSING AGREEMENT AND A WIRELINE
CROSSING AGREEMENT BETWEEN UNION PACIFIC RAILROAD COMPANY
AND THE CITY OF MADERA FOR THE OLIVE AVENUE WIDENING AND
RECONSTRUCION PROJECT**

WHEREAS, the City Council of the City of Madera has approved the Olive Avenue Widening and Reconstruction Project between Gateway Drive and Knox Street (the Project); and

WHEREAS, a Pipeline Crossing Agreement has been prepared by the Union Pacific Railroad Company that specifies the obligations, responsibilities, and costs of the City of Madera for the right to construct, operate and maintain a storm drain pipeline and manhole, and a copy of the Agreement is on file with the City Clerk; and

WHEREAS, a Wireline Crossing Agreement has been prepared by the Union Pacific Railroad Company that specifies the obligations, responsibilities, and costs of the City of Madera for the right to construct, operate and maintain fiber optic signal interconnection facilities, and a copy of the Agreement is on file with the City Clerk.

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

1. The above recitals are true and correct.
2. The Pipeline Crossing Agreement and the Wireline Crossing Agreement as described above and attached hereto as Exhibit 1 and Exhibit 2 are necessary for the carrying out of the Project and are hereby approved.
3. This resolution is effective immediately.

EXHIBIT 1
Pipeline Crossing Agreement



February 16, 2021
Folder: 03227-09

KEITH HELMUTH
CITY OF MADERA
428 E. YOSEMITE AVE
MADERA CA 93638

Re: Proposed One (1) Underground 30-inch PVC (SDR35/Ads Triple Wall) Pipe Carrying Storm Water Encased In A 48-inch Steel Pipeline Crossing with a Manhole Located At A Minimum of 30 Feet From The Perpendicular Distance of Union Pacific Track on Railroad Property at Mile Post 184.62 on the Fresno Subdivision at or near Madera, Madera County, California

Keith Helmuth:

Attached is an original of the agreement covering your use of the Railroad Company's right of way. Please print two copies, execute on your behalf and return ALL DOCUMENTS in one mailed packaged with a check for any payments required, as shown below to 1400 Douglas Street, Omaha, NE 68179-1690, Attn: Kimberly Van.

An original copy of the fully-executed document will be returned to you, when approved and processed by the Railroad Company. Also, please provide a resolution or other authorization for the party executing the documents, *if signature authorization is required by your Entity*.

- Payment in the amount of **Twelve Thousand Ten Dollars (\$12,010.00)** is due and payable to Union Pacific Railroad Company upon your execution of the agreement. Please include your payment, **with Folder No. 03227-09 noted on that document**. If you require formal billing, you may consider this letter as a formal bill and that 94-6001323 is this Corporation's correct Federal Taxpayer Identification Number.
- Railroad Protective Liability Insurance (RPLI) may be obtained from any insurance company which offers such coverage. Union Pacific has also worked with a national broker, Marsh USA, to make available RPLI to you or your contractor. You can find additional information, premium quotes, and application forms at (upr.marsh.com).

If we have not received the executed documents within six months from the date of this letter, this proposed offer of an agreement is withdrawn and becomes null and void.

If you have any questions, please contact me at ktvan@up.com.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kimberly Van".

Kimberly Van
Sr. Analyst Contracts

PIPELINE CROSSING AGREEMENT

Mile Post: 184.62, Fresno Subdivision
Location: Madera, Madera County, California

THIS AGREEMENT (“Agreement”) is made and entered into as of February 16, 2021, (“Effective Date”) by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, (“Licensor”) and **CITY OF MADERA**, to be addressed at 428 E. Yosemite Ave, Madera, California 93638 (“Licensee”).

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. LICENSOR GRANTS RIGHT.

A. In consideration of the license fee to be paid by Licensee set forth below and in further consideration of the covenants and agreements to be performed by Licensee, Licensor hereby grants to Licensee the right to construct and thereafter, during the term hereof, maintain and operate one (1) underground 30-inch PVC (SDR35/ADS Triple Wall) pipe carrying Storm Water encased in a 48-inch steel with a manhole located at a minimum of 30 feet from the perpendicular distance of Union Pacific track only, including any appurtenances required for the operation of said pipeline (collectively, "Licensee's Facilities") across Licensor's real property, trackage, or other facilities located in Madera, Madera County, State of California ("Railroad Property"). The specific specifications and limited purpose for Licensee's Facilities on, along, across and under Railroad Property are described in and shown on the Print and Specifications dated February 03, 2021, attached hereto as **Exhibit A** and made a part hereof.

B. Licensee represents and warrants that Licensee's Facilities will (i) only be used for one (1) underground 30-inch PVC (SDR35/ADS Triple Wall) pipe carrying Storm Water encased in a 48-inch steel with a manhole located at a minimum of 30 feet from the perpendicular distance of Union Pacific track, and (ii) not be used to convey any other substance, any fiber optic cable, or for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

C. Licensee acknowledges that if it or its contractor provides Licensor with digital imagery depicting Licensee's Facilities ("Digital Imagery"), Licensee authorizes Licensor to use the Digital Imagery in preparing **Exhibit A**. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Licensor to use the Digital Imagery in said manner.

Article 2. LICENSE FEE.

Upon execution of this Agreement, the Licensee shall pay to the Licensor a one-time License Fee of **Twelve Thousand Ten Dollars (\$12,010.00)**.

Article 3. TERM.

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as provided in the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

Article 4. LICENSEE'S COMPLIANCE WITH GENERAL TERMS.

Licensee represents and warrants that all work on Licensee's Facilities performed by Licensee or its contractors will strictly comply with all terms and conditions set forth herein, including the General Terms and Conditions, attached hereto as Exhibit B and made a part hereof.

Article 5. INSURANCE.

A. During the term of this Agreement, Licensee shall fully comply or cause its contractor(s) to fully comply with the insurance requirements described in **Exhibit C**, attached hereto and made a part hereof. Upon request only, Licensee shall send copies of all insurance documentation (e.g., certificates, endorsements, etc.) to Licensor at the address listed in the "NOTICES" Section of this Agreement.

B. If Licensee is subject to statute(s) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with **Exhibit C** of this Agreement, those statutes shall apply.

Article 6. DEFINITION OF LICENSEE.

For purposes of this Agreement, all references in this Agreement to Licensee will include Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority (collectively, a "Contractor"). If a Contractor is hired by Licensee to perform any work on Licensee's Facilities (including initial construction and subsequent relocation, maintenance, and/or repair work), then Licensee shall provide a copy of this Agreement to its Contractor(s) and require its Contractor(s) to comply with all terms and conditions of this Agreement, including the indemnification requirements set forth in the "INDEMNITY" Section of **Exhibit B**. Licensee shall require any Contractor to release, defend, and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend, and indemnify Licensor herein.

Article 7. ATTORNEYS' FEES, EXPENSES, AND COSTS.

If litigation or other court action or similar adjudicatory proceeding is undertaken by Licensee or Licensor to enforce its rights under this Agreement, all fees, costs, and expenses, including, without limitation, reasonable attorneys' fees and court costs, of the prevailing Party in such action, suit, or proceeding shall be reimbursed or paid by the Party against whose interest the judgment or decision is rendered. The provisions of this Article shall survive the termination of this Agreement.

Article 8. WAIVER OF BREACH.

The waiver by Licensor of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by Licensee shall in no way impair the right of Licensor to avail itself of any remedy for any subsequent breach thereof.

Article 9. ASSIGNMENT.

A. Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of Licensor, which must be requested in writing by Licensee. Any assignment or attempted transfer of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without Licensor's written consent, will be absolutely void and may result in Licensor's termination of this Agreement pursuant to the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

B. Upon Licensor's written consent to any assignment, this Agreement will be binding upon and inure to the benefit of the parties thereto, successors, heirs, and assigns, executors, and administrators.

Article 10. SEVERABILITY.

Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement.

Article 11. NOTICES.

Except Licensee's commencement of work notice(s) required under **Exhibit B**, all other notices required by this Agreement must be in writing, and (i) personally served upon the business address listed below ("Notice Address"), (ii) sent overnight via express delivery by a nationally recognized overnight delivery service such as Federal Express Corporation or United Parcel Service to the Notice Address, or (iii) by certified mail, return receipt requested to the Notice Address. Overnight express delivery notices will be deemed to be given upon receipt. Certified mail notices will be deemed to be given three (3) days after deposit with the United States Postal Service.

If to Licensor: Union Pacific Railroad Company
Attn: Analyst – Real Estate Utilities (Folder No. 03227-09)
1400 Douglas Street, MS 1690
Omaha, Nebraska 68179

If to Licensee: CITY OF MADERA
428 E. Yosemite Ave
Madera, California 93638

Article 12. SPECIAL PROVISION – CONSTRUCTION OBSERVATION.

Licensor requires Licensee to provide monitoring of tracks and construction observation through Licensor approved observer named below during all construction and installation work. Licensee is to directly coordinate services with the named inspector:

Railpros Field Services
Email: RP.Utility@railpros.com
Phone (682)223-5271

In addition, Licensee or Contractor must submit Track and Ground Elevation Monitoring Plans that were approved by Union Pacific Railroad dated 2/2/2021 before construction to named inspector listed above to verify and approve.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

CITY OF MADERA

By: _____

By: _____

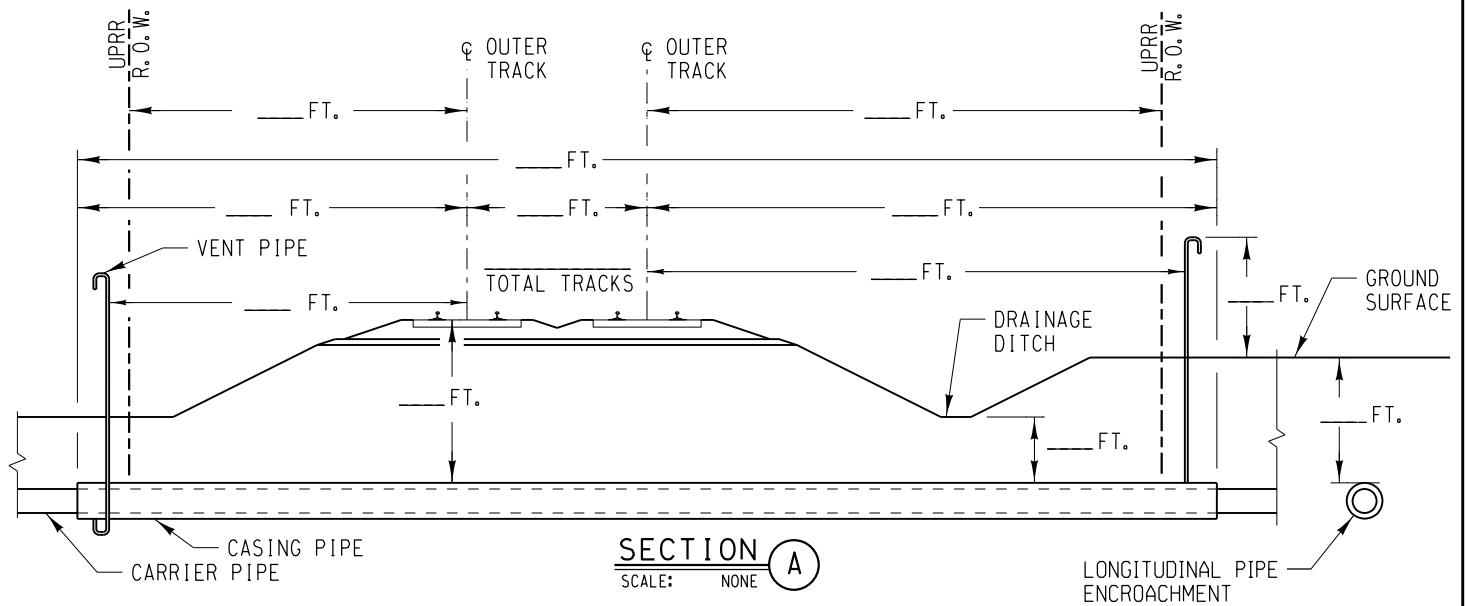
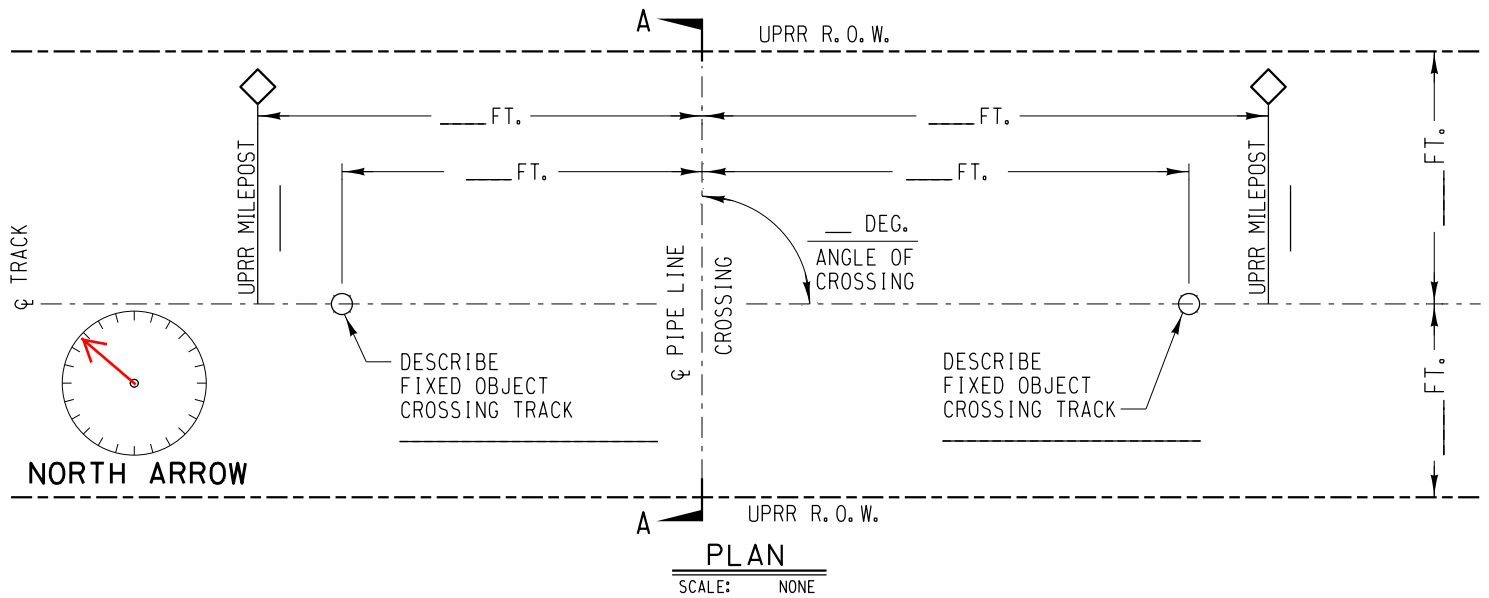
Kimberly Van
Sr. Analyst Contracts

Name Printed: _____

Title: _____

NON-FLAMMABLE LIQUID PIPELINE

- CROSSING
- ENCROACHMENT
- BOTH



- NOTES:
 1) ALL DIMENSIONS MEASURED PERPENDICULAR TO THE CENTERLINE OF TRACK.
 2) REFER TO AREMA VOLUME 1, CHAPTER 1, PART 5, SECTION 5.3.

- A) METHOD OF INSTALLATION _____
 B) DIST. FROM CENTERLINE OF TRACK TO PIPE ENCROACHMENT _____
 C) SIGNS PROVIDED? _____
 D) CARRIER MATERIAL _____. IF RCP, CLASS V? _____.
 COMMODITY TO BE CONVEYED _____.
 OPERATIONAL PRESSURE _____ PSI. MAOP _____ PSI.
 WALL THICKNESS (INCH)/ SCHEDULE _____, DIAMETER _____ IN.
 CATHODIC/COATING PROTECTION _____
 E) CASING MATERIAL _____, IF RCP, CLASS V? _____.
 TOTAL LENGTH CASING PIPE: _____ FT.
 WALL THICKNESS _____ IN. DIAMETER _____ IN.
 CATHODIC/COATING PROTECTION _____
 CASING PIPE IS _____ AT THE ENDS.
 F) DISTANCE FROM CENTERLINE OF TRACK TO NEAR FACE OF BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES _____ AND _____.



BUILDING AMERICA®

EXHIBIT "A"

SUBDIVISION:	
TRACK TYPE:	
M.P.:	LAT.:
E.S.M.:	LONG.:
NEAREST CITY:	COUNTY: STATE:
APPLICANT:	
FILE NO.:	DATE: / /

EXHIBIT B

GENERAL TERMS AND CONDITIONS

Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

A. The foregoing grant is subject and subordinate to the prior and continuing right and obligation of Licensor to use and maintain its entire property including the right and power of Licensor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Licensor without liability to Licensee or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of Railroad Property) and the right of Licensor to renew and extend the same, and is made without covenant of title or for quiet enjoyment. It shall be Licensee's sole obligation to obtain such additional permission, license and grants necessary on account of any such existing rights.

Section 2. ENGINEERING REQUIREMENTS; PERMITS.

A. Licensee's Facilities will be designed, constructed, operated, maintained, repaired, renewed, modified, reconstructed, removed, or abandoned in place on Railroad Property by Licensee or its contractor to Licensor's satisfaction and in strict conformity with: (i) Licensor's current engineering standards and specifications, including those for shoring and cribbing to protect Licensor's railroad operations and facilities ("UP Specifications"), except for variances approved in advance in writing by Licensor's Assistant Vice President Engineering – Design or its authorized representative ("UP Engineering Representative"); (ii) such other additional safety standards as Licensor, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"); and (iii) all applicable laws, rules, and regulations, including any applicable Federal Railroad Administration and Federal Energy Regulatory Commission regulations and enactments (collectively, "Laws"). If there is any conflict between UP Specifications, UP Additional Requirements, and Laws, the most restrictive will apply.

B. Licensee shall keep the soil over Licensee's Facilities thoroughly compacted, and maintain the grade over and around Licensee's Facilities even with the surface of the adjacent ground.

C. If needed, Licensee shall secure, at Licensee's sole cost and expense, any and all necessary permits required to perform any work on Licensee's Facilities.

Section 3. NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES.

A. Licensee and its contractors are strictly prohibited from commencing any work associated with Licensee's Facilities without Licensor's written approval that the work will be in strict compliance with the "ENGINEERING REQUIREMENTS; PERMITS" Section of this Exhibit B. Upon Licensor's approval, Licensee shall contact both of Licensor's field representatives ("Licensor's Field Representatives") at least ten (10) days before commencement of any work on Licensee's Facilities.

B. Licensee shall not commence any work until: (1) Licensor has determined whether flagging or other special protective or safety measures ("Safety Measures") are required for performance of the work pursuant to the "FLAGGING" Section of this **Exhibit B** and provided Licensee written authorization to commence work; and (2) Licensee has complied with the "PROTECTION OF FIBER OPTIC CABLE SYSTEMS" Section of this **Exhibit B**.

C. If, at any time, an emergency arises involving Licensee's Facilities, Licensee or its contractor shall immediately contact Licensor's Response Management Communications Center at (888) 877-7267.

Section 4. FLAGGING.

A. Following Licensee's notice to Licensor's Field Representatives required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensor shall inform Licensee if Safety Measures are required for performance of the work by Licensee or its contractor on Railroad Property. If Safety Measures are required, no work of any kind may be performed by Licensee or its contractor(s) until arrangements for the Safety Measures have been made and scheduled. If no Safety Measures are required, Licensor will give Licensee written authorization to commence work.

B. If any Safety Measures are performed or provided by Licensor, including but not limited to flagging, Licensor shall bill Licensee for such expenses incurred by Licensor, unless Licensor and a federal, state, or local governmental entity have agreed that Licensor is to bill such expenses to the federal, state, or local governmental entity. Additional information regarding the submission of such expenses by Licensor and payment thereof by Licensee can be found in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**. If Licensor performs any Safety Measures, Licensee agrees that Licensee is not relieved of any of responsibilities or liabilities set forth in this Agreement.

C. For flagging, the rate of pay per hour for each flagger will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage, and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Licensor and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Licensee (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

D. Reimbursement to Licensor will be required covering the full eight-hour day during which any flagger is furnished, unless the flagger can be assigned to other railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagger is engaged in other railroad work. Reimbursement will also be required for any day not actually worked by the flaggers following the flaggers' assignment to work on the project for which Licensor is required to pay the flaggers and which could not reasonably be avoided by Licensor by assignment of such flaggers to other work, even though Licensee may not be working during such time. When it becomes necessary for Licensor to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Licensee must provide Licensor a minimum of

five (5) days notice prior to the cessation of the need for a flagger. If five (5) days notice of cessation is not given, Licensee will still be required to pay flagging charges for the days the flagger was scheduled, even though flagging is no longer required for that period. An additional ten (10) days notice must then be given to Licensor if flagging services are needed again after such five day cessation notice has been given to Licensor.

Section 5. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any work on Railroad Property performed by Licensee or its contractor, and takes precedence over any work on Licensee's Facilities to be performed Licensee or its contractors. Licensee shall be responsible for initiating, maintaining and supervising all safety operations and programs in connection with any work on Licensee's Facilities. Licensee and its contractor shall, at a minimum comply, with Licensor's then current safety standards located at the below web address ("Licensor's Safety Standards") to ensure uniformity with the safety standards followed by Licensor's own forces. As a part of Licensee's safety responsibilities, Licensee shall notify Licensor if it determines that any of Licensor's Safety Standards are contrary to good safety practices. Licensee and its contractor shall furnish copies of Licensor's Safety Standards to each of its employees before they enter Railroad Property.

[Union Pacific Current Safety Requirements](#)

B. Licensee shall keep the job site on Railroad Property free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the work.

C. Licensee represents and warrants that all parts of Licensee's Facilities within and outside of the limits of Railroad Property will not interfere whatsoever with the constant, continuous, and uninterrupted use of the tracks, property, and facilities of Licensor, and nothing shall be done or suffered to be done by Licensee at any time that would in any manner impair the safety thereof.

D. Licensor's operations and work performed by Licensor's personnel may cause delays in Licensee's or its contractor's work on Licensee's Facilities. Licensee accepts this risk and agrees that Licensor shall have no liability to Licensee or any other person or entity for any such delays. Licensee must coordinate any work on Railroad Property by Licensee or any third party with Licensor's Field Representatives in strict compliance with the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit**

E. Licensor shall have the right, if it so elects, to provide any support it deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, repair, renewal, modification, relocation, reconstruction, or removal of Licensee's Facilities. In the event Licensor provides such support, Licensor shall invoice Licensee, and Licensee shall pay Licensor as set forth in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**.

F. Licensee may use unmanned aircraft systems ("UAS") to inspect Licensee's Facilities only upon the prior authorization from and under the direction of Licensor's Field Representatives. Licensee represents and warrants that its use of UAS on Railroad Property will comply with Licensor's then-current Unmanned Aerial Systems Policy and all applicable laws, rules and regulations, including any applicable Federal Aviation Administration regulations and enactments pertaining to UAS.

Section 6. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

Fiber optic cable systems may be buried on Railroad Property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. In addition to the notifications required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensee shall telephone Licensor during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except for holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on Railroad Property to be used by Licensee. If it is, Licensee shall telephone the telecommunications company(ies) involved, and arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will not commence any work on Railroad Property until all such protection or relocation has been completed.

Section 7. LICENSEE'S PAYMENT OF EXPENSES.

A. Licensee shall bear the entire cost and expense of the design, construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities.

B. Licensee shall fully pay for all materials joined, affixed to and labor performed on Railroad Property in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of Licensee. Licensee shall promptly pay or discharge all taxes, charges, and assessments levied upon, in respect to, or on account of Licensee's Facilities, to prevent the same from becoming a charge or lien upon any property of Licensor, and so that the taxes, charges, and assessments levied upon or in respect to such property shall not be increased because of the location, construction, or maintenance of Licensee's Facilities or any improvement, appliance, or fixture connected therewith placed upon such property, or on account of Licensee's interest therein. Where such tax, charge, or assessment may not be separately made or assessed to Licensee but shall be included in the assessment of the property of Licensor, then Licensee shall pay to Licensor an equitable proportion of such taxes determined by the value of Licensee's property upon property of Licensor as compared with the entire value of such property.

C. As set forth in the "FLAGGING" Section of this **Exhibit B**, Licensor shall have the right, if it so elects, to provide any Safety Measures Licensor deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, including, but not limited to supervision, inspection, and flagging services. In the event Licensor provides such Safety Measures, Licensor shall submit an itemized invoice to Licensee's notice recipient listed in the "NOTICES" Article of this Agreement. Licensee shall pay to Licensor the total amount listed on such invoice within thirty (30) days of Licensee's receipt of such invoice.

Section 8. MODIFICATIONS TO LICENSEE'S FACILITIES.

A. This grant is subject to Licensor's safe and efficient operation of its railroad, and continued use and improvement of Railroad Property (collectively, "Railroad's Use"). Accordingly, Licensee shall, at its sole cost and expense, modify, reconstruct, repair, renew, revise, relocate, or remove (individually, "Modification", or collectively, "Modifications") all or any portion of Licensee's Facilities as Licensor may designate or identify, in its sole discretion, in the furtherance of Railroad's Use.

B. Upon any Modification of all or any portion of Licensee's Facilities to another location on Railroad Property, Licensor and Licensee shall execute a Supplemental Agreement to this Pipeline Agreement to document the Modification(s) to Licensee's Facilities on Railroad Property. If the Modifications result in Licensee's Facilities moving off of Railroad Property, this Agreement will terminate upon Licensee's completion of such Modification(s) and all requirements contained within the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of this **Exhibit B**. Any such Modification(s) off of Railroad Property will not release Licensee from any liability or other obligation of Licensee arising prior to and upon completion of any such Modifications to the Licensee's Facilities.

Section 9. RESTORATION OF RAILROAD PROPERTY.

In the event Licensee, in any manner moves or disturbs any property of Licensor in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, then, Licensee shall, as soon as possible and at Licensee's sole cost and expense, restore Licensor's property to the same condition as the same were before such property was moved or disturbed.

Section 10. INDEMNITY.

A. Definitions. As used in this Section:

1. "Licensor" includes Licensor, its affiliates, its and their officers, directors, agents and employees, and other railroad companies using Railroad Property at or near the location of Licensee's installation and their officers, directors, agents, and employees.
2. "Licensee" includes Licensee and its agents, contractors, subcontractors, sub-subcontractors, employees, officers, and directors, or any other person or entity acting on its behalf or under its control.
3. "Loss" includes claims, suits, taxes, loss, damages (including punitive damages, statutory damages, and exemplary damages), costs, charges, assessments, judgments, settlements, liens, demands, actions, causes of action, fines, penalties, interest, and expenses of any nature, including court costs, reasonable attorneys' fees and expenses, investigation costs, and appeal expenses.

B. Licensee shall release, defend, indemnify, and hold harmless Licensor from and against any and all Loss, even if groundless, fraudulent, or false, that directly or indirectly arises out of or is related to Licensee's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, removal, presence, use, or operation of Licensee's Facilities, including, but not limited to, any actual or alleged:

1. Bodily harm or personal injury (including any emotional injury or disease) to, or the death of, any person(s), including, but not limited to, Licensee, Licensor, any telecommunications company, or the agents, contractors, subcontractors, sub-subcontractors, or employees of the foregoing;
2. Damage to or the disturbance, loss, movement, or destruction of Railroad Property, including loss of use and diminution in value, including, but not limited to, any telecommunications system(s) or fiber optic cable(s) on or near Railroad

Property, any property of Licensee or Licensor, or any property in the care, custody, or control of Licensee or Licensor;

3. Removal of person(s) from Railroad Property;
4. Any delays or interference with track or Railroad's Use caused by Licensee's activity(ies) on Railroad Property, including without limitation the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities or any part thereof, any activities, labor, materials, equipment, or machinery in conjunction therewith;
5. Right(s) or interest(s) granted pursuant to this Agreement;
6. Contents escaping from Licensee's Facilities, including without limitation any actual or alleged pollution, contamination, breach, or environmental Loss;
7. Licensee's breach of this Agreement or failure to comply with its provisions, including, but not limited to, any violation or breach by Licensee of any representations and warranties Licensee has made in this Agreement; and
8. Violation by Licensee of any law, statute, ordinance, governmental administrative order, rule, or regulation, including without limitation all applicable Federal Railroad Administration regulations.

C. THE FOREGOING OBLIGATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW FOR THE BENEFIT OF LICENSOR TO LOSSES CAUSED BY, ARISING FROM, RELATING TO, OR RESULTING FROM, IN WHOLE OR IN PART, THE NEGLIGENCE OF LICENSOR, AND SUCH NEGLIGENCE OF LICENSOR SHALL NOT LIMIT, DIMINISH, OR PRECLUDE LICENSEE'S OBLIGATIONS TO LICENSOR IN ANY RESPECT. NOTWITHSTANDING THE FOREGOING, SUCH OBLIGATION TO INDEMNIFY LICENSOR SHALL NOT APPLY TO THE EXTENT THE LOSS IS CAUSED BY THE SOLE, ACTIVE AND DIRECT NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF LICENSOR AS DETERMINED IN A FINAL JUDGMENT BY A COURT OF COMPETENT JURISDICTION.

Section 11. TERMINATION; REMOVAL OF LICENSEE'S FACILITIES.

A. If Licensee does not use the right herein granted on Licensee's Facilities for one (1) year, or if Licensee continues in default in the performance of any provision of this Agreement for a period of thirty (30) days after written notice from Licensor to Licensee specifying such default, Licensor may, at its sole discretion, terminate this Agreement by written notice to Licensee at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

B. In addition to the provisions of Paragraph "A" above, this Agreement may be terminated by written notice given by either party, without cause, upon thirty (30) days written notice to the non-terminating party at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

C. Prior to the effective date of any termination described in this Section, Licensee shall submit an application to Licensor's online Utility Contracts System at [this link](#) for Licensee's removal, or if applicable, abandonment in place of Licensee's Facilities located on Railroad Property ("Removal/Abandonment

Work"). Upon the UP Engineering Representative's approval of Licensee's application for the Removal/Abandonment Work, Licensor and Licensee shall execute a separate consent document that will govern Licensee's performance of the Removal/Abandonment Work from those portions of Railroad Property not occupied by roadbed and/or trackage ("Consent Document"). Licensee shall then restore the impacted Railroad Property to the same or reasonably similar condition as it was prior to Licensee's installation of Licensee's Facilities. For purposes of this Section, Licensee's (i) performance of the Removal/Abandonment Work, and (ii) restoration work will hereinafter be collectively referred to as the "Restoration Work".

D. Following Licensee's completion of the Restoration Work, Licensee shall provide a written certification letter to Licensor at the address listed in the "NOTICES" Article of this Agreement which certifies that the Restoration Work has been completed in accordance with the Consent Document. Licensee shall report to governmental authorities, as required by law, and notify Licensor immediately if any environmental contamination is discovered during Licensee's performance of the Restoration Work. Upon discovery, the Licensee shall initiate any and all removal, remedial and restoration actions that are necessary to restore the property to its original, uncontaminated condition. Licensee shall provide written certification to Licensor at the address listed in the "NOTICES" Article of this Agreement that environmental contamination has been remediated and the property has been restored in accordance with Licensor's requirements. Upon Licensor's receipt of Licensee's restoration completion certifications, this Agreement will terminate.

E. In the event that Licensee fails to complete any of the Restoration Work, Licensor may, but is not obligated, to perform the Restoration Work. Any such work actually performed by Licensor will be at the cost and expense of Licensee. In the event that Licensor performs any of the Restoration Work, Licensee shall release Licensor from any and all Loss (defined in the "INDEMNITY" Section of this **Exhibit B**) arising out of or related to Licensor's performance of the Restoration Work.

F. Termination of this Agreement for any reason will not affect any of rights or obligations of the parties which may have accrued, or liabilities or Loss (defined in the "INDEMNITY" Section of this **Exhibit B**), accrued or otherwise, which may have arisen prior to such termination.

EXHIBIT C

INSURANCE REQUIREMENTS

In accordance with Article 5 of this Agreement, Licensee shall (1) procure and maintain at its sole cost and expense, or (2) require its Contractor(s) to procure and maintain, at their sole cost and expense, the following insurance coverage:

A. **Commercial General Liability Insurance.** Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

B. **Business Automobile Coverage Insurance.** Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a limit of not less \$2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- "Coverage For Certain Operations In Connection With Railroads" ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

C. **Workers' Compensation and Employers' Liability Insurance.** Coverage must include but not be limited to:

- Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Licensee is self-insured, evidence of state approval and excess workers' compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. **Environmental Liability Insurance.** Environmental Legal Liability Insurance (ELL) applicable to bodily injury, property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed, cleanup costs, and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims, or compliance with statute, all in connection with any loss arising from the insured's performance under this Agreement. Except with respect to the limits of insurance, and any rights or duties specifically assigned to the first named insured, this insurance must apply as if each named insured were the only named insured; and separately to the

additional insured against which claim is made or suit is brought. Coverage shall be maintained in an amount of at least \$2,000,000 per loss, with an annual aggregate of at least \$4,000,000.

Licensee warrants that any retroactive date applicable to ELL insurance coverage under the policy is the same as or precedes the Effective Date of this Agreement, and that continuous coverage will be maintained for a period of five (5) years beginning from the time the work under this Agreement is completed or if coverage is cancelled for any reason the policies extended discovery period, if any, will be exercised for the maximum time allowed.

E. **Railroad Protective Liability Insurance.** Licensee must maintain for the duration of work "Railroad Protective Liability" insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Licensor only as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this Agreement. Notwithstanding the foregoing, Licensee does not need Railroad Protective Liability Insurance after its initial construction work is complete and all excess materials have been removed from Licensor's property; PROVIDED, however, that Licensee shall procure such coverage for any subsequent maintenance, repair, renewal, modification, reconstruction, or removal work on Licensee's Facilities.

F. **Umbrella or Excess Insurance.** If Licensee utilizes umbrella or excess policies, and these policies must "follow form" and afford no less coverage than the primary policy.

Other Requirements

G. All policy(ies) required above (except business automobile, workers' compensation and employers' liability) must include Licensor as "Additional Insured" using ISO Additional Insured Endorsement CG 20 26 (or substitute form(s) providing equivalent coverage). The coverage provided to Licensor as additional insured shall not be limited by Licensee's liability under the indemnity provisions of this Agreement. BOTH LICENSOR AND LICENSEE EXPECT THAT LICENSOR WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORM CG 20 26.

H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this Agreement, or (b) all punitive damages are prohibited by all states in which this Agreement will be performed.

I. Licensee waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Licensor and its agents, officers, directors and employees for damages covered by the workers' compensation and employers' liability or commercial umbrella or excess liability obtained by Licensee required in this Agreement, where permitted by law. This waiver must be stated on the certificate of insurance.

J. All insurance policies must be written by a reputable insurance company acceptable to Licensor or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

K. The fact that insurance is obtained by Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Licensor from Licensee or any third party will not be limited by the amount of the required insurance coverage.

EXHIBIT 2
Wireline Crossing Agreement



February 23, 2021
Folder: 03228-39

KEITH HELMUTH
CITY OF MADERA
428 E. YOSEMITE AVE
MADERA CA 93638

RE: Proposed Construction of One (1) Underground Fiber Optic Wireline Crossing Encased In A PVC Conduit at Mile Post 184.63 on the Fresno Subdivision at or near Madera, Madera County, California

Attached is an original of the agreement covering your use of the Railroad Company's right of way. Please print two copies, execute on your behalf and return ALL DOCUMENTS in one mailed packaged with a check for any payments required, as shown below to 1400 Douglas Street, Omaha, NE 68179-1690, Attn: Kimberly Van.

An original copy of the fully-executed document will be returned to you, when approved and processed by the Railroad Company. Also, please provide a resolution or other authorization for the party executing the documents, *if signature authorization is required by your Entity*.

- Payment in the amount of **Three Thousand Dollars (\$3,000.00)** is due and payable to Union Pacific Railroad Company upon your execution of the agreement. Please include your payment, **with Folder No. 03228-39 noted on that document**. If you require formal billing, you may consider this letter as a formal bill and that 94-6001323 is this Corporation's correct Federal Taxpayer Identification Number.
- Railroad Protective Liability Insurance (RPLI) may be obtained from any insurance company which offers such coverage. Union Pacific has also worked with a national broker, Marsh USA, to make available RPLI to you or your contractor. You can find additional information, premium quotes, and application forms at (upr.marsh.com).

If we have not received the executed documents within six months from the date of this letter, this proposed offer of an agreement is withdrawn and becomes null and void.

If you have any questions, please contact me at ktvan@up.com.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kimberly Van".

Kimberly Van
Sr. Analyst Contracts - Real Estate

WIRELINE CROSSING AGREEMENT

Mile Post: 184.63, Fresno Subdivision
Location: Madera, Madera County, California

THIS AGREEMENT (“Agreement”) is made and entered into as of February 16, 2021, (“Effective Date”) by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, (“Licensor”) and **CITY OF MADERA**, to be addressed at 428 E. Yosemite Ave, Madera, California 93638 (“Licensee”).

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. LICENSOR GRANTS RIGHT.

A. In consideration of the license fee to be paid by Licensee set forth below and in further consideration of the covenants and agreements to be performed by Licensee, Licensor hereby grants to Licensee the right to construct and thereafter, during the term hereof, maintain and operate one (1) underground fiber optic wireline crossing encased in a PVC conduit only, including any appurtenances required for the operation of said wireline (collectively, "Licensee's Facilities") across Licensor's real property, trackage, or other facilities located in Madera, Madera County, State of California ("Railroad Property"). The specific specifications and limited purpose for Licensee's Facilities on, along, across and under Railroad Property are described in and shown on the Print and Specifications dated August 17, 2020, attached hereto as Exhibit A and made a part hereof.

B. Licensee represents and warrants that Licensee's Facilities will (i) only be used for one (1) underground fiber optic wireline crossing encased in a PVC conduit, and (ii) not be used for any other purpose, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

C. Licensee acknowledges that if it or its contractor provides Licensor with digital imagery depicting Licensee's Facilities ("Digital Imagery"), Licensee authorizes Licensor to use the Digital Imagery in preparing Exhibit A. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Licensor to use the Digital Imagery in said manner.

Article 2. LICENSE FEE.

Upon execution of this Agreement, the Licensee shall pay to the Licensor a one-time License Fee of **Three Thousand Dollars (\$3,000.00)**.

Article 3. TERM.

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as provided in the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

Article 4. LICENSEE'S COMPLIANCE WITH GENERAL TERMS.

Licensee represents and warrants that all work on Licensee's Facilities performed by Licensee or its contractors will strictly comply with all terms and conditions set forth herein, including the General Terms and Conditions, attached hereto as Exhibit B and made a part hereof.

Article 5. INSURANCE.

A. During the term of this Agreement, Licensee shall fully comply or cause its contractor(s) to fully comply with the insurance requirements described in **Exhibit C**, attached hereto and made a part hereof. Upon request only, Licensee shall send copies of all insurance documentation (e.g., certificates, endorsements, etc.) to Licensor at the address listed in the "NOTICES" Section of this Agreement.

B. If Licensee is subject to statute(s) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with **Exhibit C** of this Agreement, those statutes shall apply.

Article 6. DEFINITION OF LICENSEE.

For purposes of this Agreement, all references in this Agreement to Licensee will include Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority (collectively, a "Contractor"). If a Contractor is hired by Licensee to perform any work on Licensee's Facilities (including initial construction and subsequent relocation, maintenance, and/or repair work), then Licensee shall provide a copy of this Agreement to its Contractor(s) and require its Contractor(s) to comply with all terms and conditions of this Agreement, including the indemnification requirements set forth in the "INDEMNITY" Section of **Exhibit B**. Licensee shall require any Contractor to release, defend, and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend, and indemnify Licensor herein.

Article 7. ATTORNEYS' FEES, EXPENSES, AND COSTS.

If litigation or other court action or similar adjudicatory proceeding is undertaken by Licensee or Licensor to enforce its rights under this Agreement, all fees, costs, and expenses, including, without limitation, reasonable attorneys' fees and court costs, of the prevailing Party in such action, suit, or proceeding shall be reimbursed or paid by the Party against whose interest the judgment or decision is rendered. The provisions of this Article shall survive the termination of this Agreement.

Article 8. WAIVER OF BREACH.

The waiver by Licensor of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by Licensee shall in no way impair the right of Licensor to avail itself of any remedy for any subsequent breach thereof.

Article 9. ASSIGNMENT.

A. Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of Licensor, which must be requested in writing by Licensee. Any assignment or attempted transfer of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without Licensor's written consent, will be absolutely void and may result in Licensor's termination of this Agreement pursuant to the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

B. Upon Licensor's written consent to any assignment, this Agreement will be binding upon and inure to the benefit of the parties thereto, successors, heirs, and assigns, executors, and administrators.

Article 10. SEVERABILITY.

Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement.

Article 11. NOTICES.

Except Licensee's commencement of work notice(s) required under Exhibit B, all other notices required by this Agreement must be in writing, and (i) personally served upon the business address listed below ("Notice Address"), (ii) sent overnight via express delivery by a nationally recognized overnight delivery service such as Federal Express Corporation or United Parcel Service to the Notice Address, or (iii) by certified mail, return receipt requested to the Notice Address. Overnight express delivery notices will be deemed to be given upon receipt. Certified mail notices will be deemed to be given three (3) days after deposit with the United States Postal Service.

If to Licensor: Union Pacific Railroad Company
Attn: Analyst – Real Estate Utilities (03228-39)
1400 Douglas Street, MS 1690
Omaha, Nebraska 68179

If to Licensee: CITY OF MADERA
428 E. Yosemite Ave
Madera, California 93638

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

CITY OF MADERA

By: _____

By: _____

Kimberly Van
Sr. Analyst Contracts

Name Printed: _____

Title: _____

PLACE ARROW INDICATING NORTH
DIRECTION RELATIVE TO CROSSING



UNDERGROUND WIRELINE CROSSING

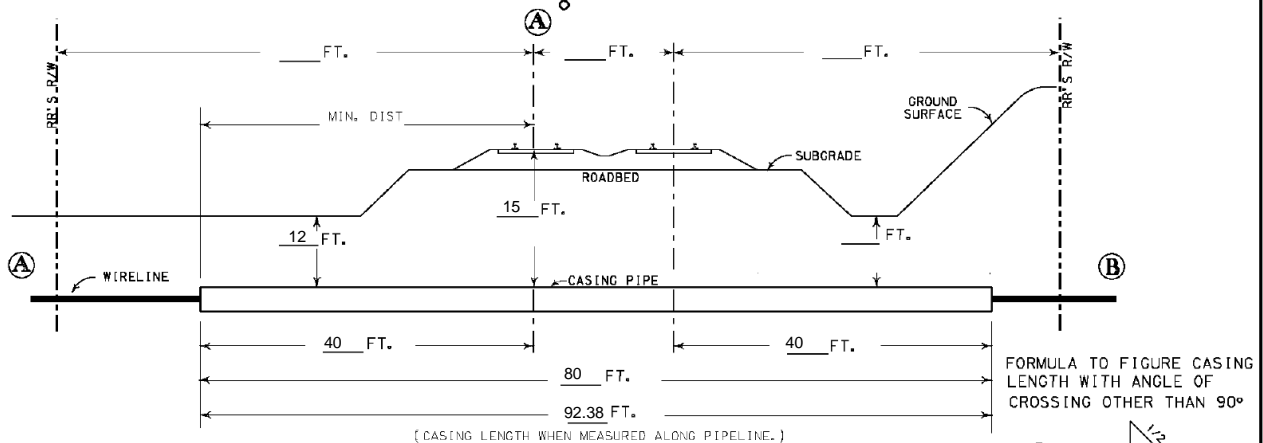
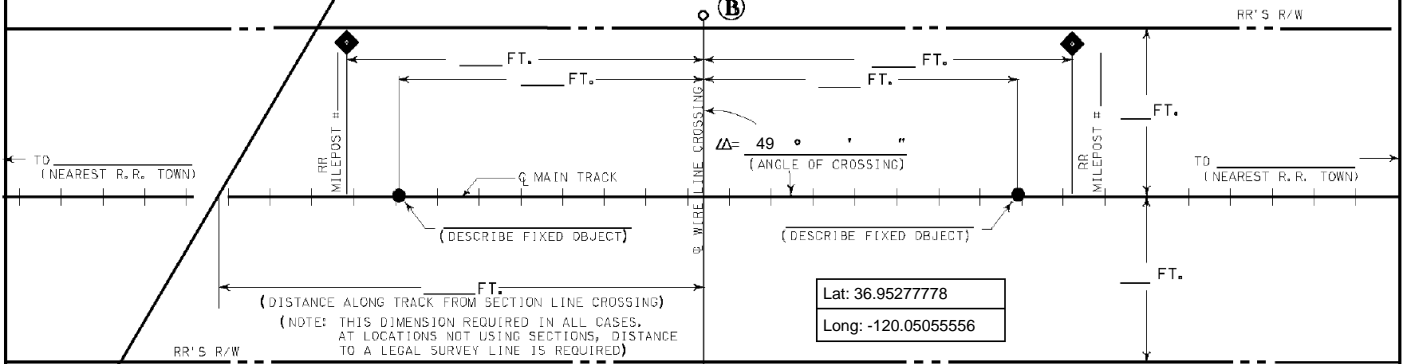
750 VOLTS OR LESS

NOTE: ALL AVAILABLE DIMENSIONS MUST BE
FILLED IN TO PROCESS THIS APPLICATION.

FORM DR-0404-F
REV 10-26-2007
www.uprr.com
NO SCALE

(OR LEGAL SURVEY LINE, WHERE APPLICABLE)

LINE SECTION _____, TOWNSHIP _____, RANGE _____, MERIDIAN _____



NOTES :

- A) TYPE WIRELINE CROSSING: FIBER OPTIC
- B) VOLTAGE TO BE CARRIED UNDER TRACK 0 NO. OF WIRES 1
- C) CASING TYPE TO BE INSTALLED PVC SCHEDULE 80
- D) METHOD OF INSTALLING CASING PIPE UNDER TRACK(S):
(WET BORE NOT PERMITTED); DIRECTIONAL BORE
- E) DISTANCE FROM CENTER LINE OF TRACK TO NEAR FACE OF BORING AND
JACKING PITS WHEN MEASURED AT RIGHT ANGLES TO TRACK 40
(30' MIN.)
- F) DISTANCE TO NEAREST ROAD CROSSING WITH SIGNAL LIGHTS OR GATES
(IF LESS THAN ONE MILE) 270
- G) APPLICANT HAS CONTACTED 1-800-336-9193,
U. P. COMMUNICATION DEPARTMENT, AND HAS DETERMINED FIBER
OPTIC CABLE _____ EXIST IN VICINITY OF
WORK TO BE PERFORMED. TICKET NO. _____

EXHIBIT "A"

(FOR RAILROAD USE ONLY - DO NOT WRITE IN THIS BOX)

UNION PACIFIC RAILROAD CO.

(SUBDIVISION)

M. P. _____ E. S. _____

UNDERGROUND WIRELINE CROSSING

MADERA

MADERA

CA

(NEAREST RR STATION)

(COUNTY)

(STATE)

FOR CITY OF MADERA

(APPLICANT)

RR FILE NO. 0322839 DATE 08/17/2020

WARNING

IN ALL OCCASIONS, U. P. COMMUNICATIONS
DEPARTMENT MUST BE CONTACTED IN ADVANCE
OF ANY WORK TO DETERMINE EXISTENCE AND
LOCATION OF FIBER OPTIC CABLE.
PHONE : 1-800-336-9193

EXHIBIT B

GENERAL TERMS AND CONDITIONS

Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

A. The foregoing grant is subject and subordinate to the prior and continuing right and obligation of Licensor to use and maintain its entire property including the right and power of Licensor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Licensor without liability to Licensee or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of Railroad Property) and the right of Licensor to renew and extend the same, and is made without covenant of title or for quiet enjoyment. It shall be Licensee's sole obligation to obtain such additional permission, license and grants necessary on account of any such existing rights.

Section 2. ENGINEERING REQUIREMENTS; PERMITS.

A. Licensee's Facilities will be designed, constructed, operated, maintained, repaired, renewed, modified, reconstructed, removed, or abandoned in place on Railroad Property by Licensee or its contractor to Licensor's satisfaction and in strict conformity with: (i) Licensor's current engineering standards and specifications, including those for aerial marker balls, shoring and cribbing to protect Licensor's railroad operations and facilities ("UP Specifications"), except for variances approved in advance in writing by Licensor's Assistant Vice President Engineering – Design or its authorized representative ("UP Engineering Representative"); (ii) such other additional safety standards as Licensor, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"); and (iii) all applicable laws, rules, and regulations, including any applicable Federal Railroad Administration, Federal Energy Regulatory Commission, and Federal Aviation Administration regulations and enactments (collectively, "Laws"). If there is any conflict between UP Specifications, UP Additional Requirements, and Laws, the most restrictive will apply.

B. If Licensee's Facilities will be located underground, Licensee shall keep the soil over Licensee's Facilities thoroughly compacted, and maintain the grade over and around Licensee's Facilities even with the surface of the adjacent ground.

C. Licensee shall not transmit electric current from Licensee's Facilities at a difference of potential in excess of the voltage indicated on **Exhibit A**. If the voltage indicated is in excess of seven hundred fifty volts (750V), and Licensee's Facilities will be buried at any location outside of track ballast or roadbed on Railroad Property, Licensee shall install metallic conduit, or non-metallic conduit encased in a minimum of three inches (3") of concrete with a minimum of four feet (4') of ground cover the entire length of Licensee's Facilities. Any of Licensee's Facilities buried by removal of soil shall have, at a depth of one foot (1') beneath the surface of the ground directly above Licensee's Facilities, with a six inch (6") wide warning tape labeled "Danger-High Voltage" or equivalent wording. Any of Licensee's Facilities encased in conduit, jacked, or bored under Railroad Property must be identified with warning signs ("Warning Signs") at each edge of Railroad Property, to be installed and properly maintained at

Licensee's cost and expense. Licensee shall not utilize Warning Signs in lieu of the warning tape where portions of the casing are installed by direct burial.

D. If needed, Licensee shall secure, at Licensee's sole cost and expense, any and all necessary permits required to perform any work on Licensee's Facilities.

Section 3. NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES.

A. Licensee and its contractors are strictly prohibited from commencing any work associated with Licensee's Facilities without Licensor's written approval that the work will be in strict compliance with the "ENGINEERING REQUIREMENTS; PERMITS" Section of this **Exhibit B**. Upon Licensor's approval, Licensee shall contact both of Licensor's field representatives ("Licensor's Field Representatives") at least ten (10) days before commencement of any work on Licensee's Facilities.

B. Licensee shall not commence any work until: (1) Licensor has determined whether flagging or other special protective or safety measures ("Safety Measures") are required for performance of the work pursuant to the "FLAGGING" Section of this **Exhibit B** and provided Licensee written authorization to commence work; and (2) Licensee has complied with the "PROTECTION OF FIBER OPTIC CABLE SYSTEMS" Section of this **Exhibit B**.

C. If, at any time, an emergency arises involving Licensee's Facilities, Licensee or its contractor shall immediately contact Licensor's Response Management Communications Center at (888) 877-7267.

Section 4. FLAGGING.

A. Following Licensee's notice to Licensor's Field Representatives required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensor shall inform Licensee if Safety Measures are required for performance of the work by Licensee or its contractor on Railroad Property. If Safety Measures are required, no work of any kind may be performed by Licensee or its contractor(s) until arrangements for the Safety Measures have been made and scheduled. If no Safety Measures are required, Licensor will give Licensee written authorization to commence work.

B. If any Safety Measures are performed or provided by Licensor, including but not limited to flagging, Licensor shall bill Licensee for such expenses incurred by Licensor, unless Licensor and a federal, state, or local governmental entity have agreed that Licensor is to bill such expenses to the federal, state, or local governmental entity. Additional information regarding the submission of such expenses by Licensor and payment thereof by Licensee can be found in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**. If Licensor performs any Safety Measures, Licensee agrees that Licensee is not relieved of any of responsibilities or liabilities set forth in this Agreement.

C. For flagging, the rate of pay per hour for each flagger will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage, and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by

agreement between Licensor and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Licensee (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

D. Reimbursement to Licensor will be required covering the full eight-hour day during which any flagger is furnished, unless the flagger can be assigned to other railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagger is engaged in other railroad work. Reimbursement will also be required for any day not actually worked by the flaggers following the flaggers' assignment to work on the project for which Licensor is required to pay the flaggers and which could not reasonably be avoided by Licensor by assignment of such flaggers to other work, even though Licensee may not be working during such time. When it becomes necessary for Licensor to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Licensee must provide Licensor a minimum of five (5) days notice prior to the cessation of the need for a flagger. If five (5) days notice of cessation is not given, Licensee will still be required to pay flagging charges for the days the flagger was scheduled, even though flagging is no longer required for that period. An additional ten (10) days notice must then be given to Licensor if flagging services are needed again after such five day cessation notice has been given to Licensor.

Section 5. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any work on Railroad Property performed by Licensee or its contractor, and takes precedence over any work on Licensee's Facilities to be performed by Licensee or its contractors. Licensee shall be responsible for initiating, maintaining and supervising all safety operations and programs in connection with any work on Licensee's Facilities. Licensor and its contractor shall, at a minimum comply, with Licensor's then current safety standards located at the below web address ("Licensor's Safety Standards") to ensure uniformity with the safety standards followed by Licensor's own forces. As a part of Licensee's safety responsibilities, Licensee shall notify Licensor if it determines that any of Licensor's Safety Standards are contrary to good safety practices. Licensee and its contractor shall furnish copies of Licensor's Safety Standards to each of its employees before they enter Railroad Property found at the link below.

[Union Pacific Current Safety Requirements](#)

B. Licensee shall keep the job site on Railroad Property free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the work.

C. Licensee represents and warrants that all parts of Licensee's Facilities within and outside of the limits of Railroad Property will not interfere whatsoever with the constant, continuous, and uninterrupted use of the tracks, property, and facilities of Licensor, and nothing shall be done or suffered to be done by Licensee at any time that would in any manner impair the safety thereof. Licensee shall take all suitable precaution to prevent interference (by induction, leakage of electricity, or otherwise) with the operation of the signal, communication lines or other installations or facilities of Licensor or of its tenants. If, at any time, the operation or maintenance of Licensee's Facilities results in any electrostatic effects which Licensor deems undesirable or harmful, or causes interference with the operation of the signal, communication lines or other installations or facilities, as now existing or which may hereafter be provided by Licensor and/or its tenants, Licensee shall, at the sole cost and expense of Licensee, immediately modify or take action as may be necessary to eliminate such interference.

D. Licensor's operations and work performed by Licensor's personnel may cause delays in Licensee's or its contractor's work on Licensee's Facilities. Licensee accepts this risk and agrees that Licensor shall have no liability to Licensee or any other person or entity for any such delays. Licensee must coordinate any work on Railroad Property by Licensee or any third party with Licensor's Field Representatives in strict compliance with the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**.

E. Licensor shall have the right, if it so elects, to provide any support it deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, repair, renewal, modification, relocation, reconstruction, or removal of Licensee's Facilities. In the event Licensor provides such support, Licensor shall invoice Licensee, and Licensee shall pay Licensor as set forth in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**.

F. Licensee may use unmanned aircraft systems ("UAS") to inspect Licensee's Facilities only upon the prior authorization from and under the direction of Licensor's Field Representatives. Licensee represents and warrants that its use of UAS on Railroad Property will comply with Licensor's then-current Unmanned Aerial Systems Policy and all applicable laws, rules and regulations, including any applicable Federal Aviation Administration regulations and enactments pertaining to UAS.

Section 6. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

Fiber optic cable systems may be buried on Railroad Property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. In addition to the notifications required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensee shall telephone Licensor during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except for holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on Railroad Property to be used by Licensee. If it is, Licensee shall telephone the telecommunications company(ies) involved, and arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will not commence any work on Railroad Property until all such protection or relocation has been completed.

Section 7. LICENSEE'S PAYMENT OF EXPENSES.

A. Licensee shall bear the entire cost and expense of the design, construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities.

B. Licensee shall fully pay for all materials joined, affixed to and labor performed on Railroad Property in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of Licensee. Licensee shall promptly pay or discharge all taxes, charges, and assessments levied upon, in respect to, or on account of Licensee's Facilities, to prevent the same from becoming a charge or lien upon any property of Licensor, and so that the taxes, charges, and assessments levied upon or in respect to such property shall not be increased because of the location, construction, or maintenance of Licensee's Facilities or any improvement, appliance, or fixture connected therewith placed upon such property, or on account of Licensee's interest therein. Where such tax, charge, or assessment may not be separately made or assessed to Licensee but shall be included in the assessment of the property of Licensor, then Licensee shall pay to

Licensors an equitable proportion of such taxes determined by the value of Licensee's property upon property of Licensor as compared with the entire value of such property.

C. As set forth in the "FLAGGING" Section of this **Exhibit B**, Licensor shall have the right, if it so elects, to provide any Safety Measures Licensor deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, including, but not limited to supervision, inspection, and flagging services. In the event Licensor provides such Safety Measures, Licensor shall submit an itemized invoice to Licensee's notice recipient listed in the "NOTICES" Article of this Agreement. Licensee shall pay to Licensor the total amount listed on such invoice within thirty (30) days of Licensee's receipt of such invoice.

Section 8. MODIFICATIONS TO LICENSEE'S FACILITIES.

A. This grant is subject to Licensor's safe and efficient operation of its railroad, and continued use and improvement of Railroad Property (collectively, "Railroad's Use"). Accordingly, Licensee shall, at its sole cost and expense, modify, reconstruct, repair, renew, revise, relocate, or remove (individually, "Modification", or collectively, "Modifications") all or any portion of Licensee's Facilities as Licensor may designate or identify, in its sole discretion, (i) in the furtherance of Railroad's Use, or (ii) as is necessary to ensure safe and reliable maintenance and operation of the facilities of Licensor and/or its tenants because of interference from Licensee's Facilities.

B. Upon any Modification of all or any portion of Licensee's Facilities to another location on Railroad Property, Licensor and Licensee shall execute a Supplemental Agreement to this Wireline Agreement to document the Modification(s) to Licensee's Facilities on Railroad Property. If the Modifications result in Licensee's Facilities moving off of Railroad Property, this Agreement will terminate upon Licensee's completion of such Modification(s) and all requirements contained within the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of this **Exhibit B**. Any such Modification(s) off of Railroad Property will not release Licensee from any liability or other obligation of Licensee arising prior to and upon completion of any such Modifications to the Licensee's Facilities.

Section 9. RESTORATION OF RAILROAD PROPERTY.

In the event Licensee, in any manner moves or disturbs any property of Licensor in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, then, Licensee shall, as soon as possible and at Licensee's sole cost and expense, restore Licensor's property to the same condition as the same were before such property was moved or disturbed.

Section 10. INDEMNITY.

A. Definitions. As used in this Section:

1. "Licensor" includes Licensor, its affiliates, its and their officers, directors, agents and employees, and other railroad companies using Railroad Property at or near the location of Licensee's installation and their officers, directors, agents, and employees.
2. "Licensee" includes Licensee and its agents, contractors, subcontractors, sub-subcontractors, employees, officers, and directors, or any other person or entity acting on its behalf or under its control.

3. "Loss" includes claims, suits, taxes, loss, damages (including punitive damages, statutory damages, and exemplary damages), costs, charges, assessments, judgments, settlements, liens, demands, actions, causes of action, fines, penalties, interest, and expenses of any nature, including court costs, reasonable attorneys' fees and expenses, investigation costs, and appeal expenses.

B. Licensee shall release, defend, indemnify, and hold harmless Licensor from and against any and all Loss, even if groundless, fraudulent, or false, that directly or indirectly arises out of or is related to Licensee's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, removal, presence, use, or operation of Licensee's Facilities, including, but not limited to, any actual or alleged:

1. Bodily harm or personal injury (including any emotional injury or disease) to, or the death of, any person(s), including, but not limited to, Licensee, Licensor, any telecommunications company, or the agents, contractors, subcontractors, sub-subcontractors, or employees of the foregoing;
2. Damage to or the disturbance, loss, movement, or destruction of Railroad Property, including loss of use and diminution in value, including, but not limited to, any telecommunications system(s) or fiber optic cable(s) on or near Railroad Property, any property of Licensee or Licensor, or any property in the care, custody, or control of Licensee or Licensor;
3. Removal of person(s) from Railroad Property;
4. Any delays or interference with track or Railroad's Use caused by Licensee's activity(ies) on Railroad Property, including without limitation the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities or any part thereof, any activities, labor, materials, equipment, or machinery in conjunction therewith;
5. Right(s) or interest(s) granted pursuant to this Agreement;
6. Electrical interference or other types of interference created or caused by or escaping from Licensee's Facilities;
7. Licensee's breach of this Agreement or failure to comply with its provisions, including, but not limited to, any violation or breach by Licensee of any representations and warranties Licensee has made in this Agreement; and
8. Violation by Licensee of any law, statute, ordinance, governmental administrative order, rule, or regulation, including without limitation all applicable Federal Railroad Administration regulations.

C. THE FOREGOING OBLIGATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW FOR THE BENEFIT OF LICENSOR TO LOSSES CAUSED BY, ARISING FROM, RELATING TO, OR RESULTING FROM, IN WHOLE OR IN PART, THE NEGLIGENCE OF LICENSOR, AND SUCH NEGLIGENCE OF LICENSOR SHALL NOT LIMIT, DIMINISH, OR PRECLUDE LICENSEE'S OBLIGATIONS TO LICENSOR IN ANY RESPECT. NOTWITHSTANDING THE FOREGOING, SUCH OBLIGATION TO INDEMNIFY LICENSOR SHALL NOT APPLY TO THE

EXTENT THE LOSS IS CAUSED BY THE SOLE, ACTIVE AND DIRECT NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF LICENSOR AS DETERMINED IN A FINAL JUDGMENT BY A COURT OF COMPETENT JURISDICTION.

Section 11. TERMINATION; REMOVAL OF LICENSEE'S FACILITIES.

A. If Licensee does not use the right herein granted on Licensee's Facilities for one (1) year, or if Licensee continues in default in the performance of any provision of this Agreement for a period of thirty (30) days after written notice from Licensor to Licensee specifying such default, Licensor may, at its sole discretion, terminate this Agreement by written notice to Licensee at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

B. In addition to the provisions of Paragraph "A" above, this Agreement may be terminated by written notice given by either party, without cause, upon thirty (30) days written notice to the non-terminating party at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

C. Prior to the effective date of any termination described in this Section, Licensee shall submit an application to Licensor's online at [this link](#), for Licensee's removal, or if applicable, abandonment in place of Licensee's Facilities located underground on Railroad Property ("Removal/Abandonment Work"). Upon the UP Engineering Representative's approval of Licensee's application for the Removal/Abandonment Work, Licensor and Licensee shall execute a separate consent document that will govern Licensee's performance of the Removal/Abandonment Work from those portions of Railroad Property not occupied by roadbed and/or trackage ("Consent Document"). Licensee shall then restore the impacted Railroad Property to the same or reasonably similar condition as it was prior to Licensee's installation of Licensee's Facilities.

For purposes of this Section, Licensee's (i) performance of the Removal/Abandonment Work, and (ii) restoration work will hereinafter be collectively referred to as the "Restoration Work".

D. Following Licensee's completion of the Restoration Work, Licensee shall provide a written certification letter to Licensor at the address listed in the "NOTICES" Article of this Agreement which certifies that the Restoration Work has been completed in accordance with the Consent Document. Licensee shall report to governmental authorities, as required by law, and notify Licensor immediately if any environmental contamination is discovered during Licensee's performance of the Restoration Work. Upon discovery, the Licensee shall initiate any and all removal, remedial and restoration actions that are necessary to restore the property to its original, uncontaminated condition. Licensee shall provide written certification to Licensor at the address listed in the "NOTICES" Article of this Agreement that environmental contamination has been remediated and the property has been restored in accordance with Licensor's requirements. Upon Licensor's receipt of Licensee's restoration completion certifications, this Agreement will terminate.

E. In the event that Licensee fails to complete any of the Restoration Work, Licensor may, but is not obligated, to perform the Restoration Work. Any such work actually performed by Licensor will be at the cost and expense of Licensee. In the event that Licensor performs any of the Restoration Work, Licensee shall release Licensor from any and all Loss (defined in the "INDEMNITY" Section of this **Exhibit B**) arising out of or related to Licensor's performance of the Restoration Work.

F. Termination of this Agreement for any reason will not affect any of rights or obligations of the parties which may have accrued, or liabilities or Loss (defined in the "INDEMNITY" Section of this **Exhibit B**), accrued or otherwise, which may have arisen prior to such termination.

EXHIBIT C

INSURANCE REQUIREMENTS

In accordance with Article 5 of this Agreement, Licensee shall (1) procure and maintain at its sole cost and expense, or (2) require its Contractor(s) to procure and maintain, at their sole cost and expense, the following insurance coverage:

A. Commercial General Liability Insurance. Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- "Contractual Liability Railroads" ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

B. Business Automobile Coverage Insurance. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a limit of not less \$2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- "Coverage For Certain Operations In Connection With Railroads" ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.

C. Workers' Compensation and Employers' Liability Insurance. Coverage must include but not be limited to:

- Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Licensee is self-insured, evidence of state approval and excess workers' compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. Railroad Protective Liability Insurance. Licensee must maintain for the duration of work "Railroad Protective Liability" insurance written on ISO occurrence form CG 00 35 12 04 (or a

substitute form providing equivalent coverage) on behalf of Licensor only as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this Agreement. Notwithstanding the foregoing, Licensee does not need Railroad Protective Liability Insurance after its initial construction work is complete and all excess materials have been removed from Licensor's property; PROVIDED, however, that Licensee shall procure such coverage for any subsequent maintenance, repair, renewal, modification, reconstruction, or removal work on Licensee's Facilities.

The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this Agreement.

E. Umbrella or Excess Insurance. If Licensee utilizes umbrella or excess policies, and these policies must "follow form" and afford no less coverage than the primary policy.

Other Requirements

F. All policy(ies) required above (except worker's compensation and employers' liability) must include Licensor as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Licensor as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Licensor's negligence whether sole or partial, active or passive, and shall not be limited by Licensee's liability under the indemnity provisions of this Agreement.

G. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this Agreement, or (b) all punitive damages are prohibited by all states in which this Agreement will be performed.

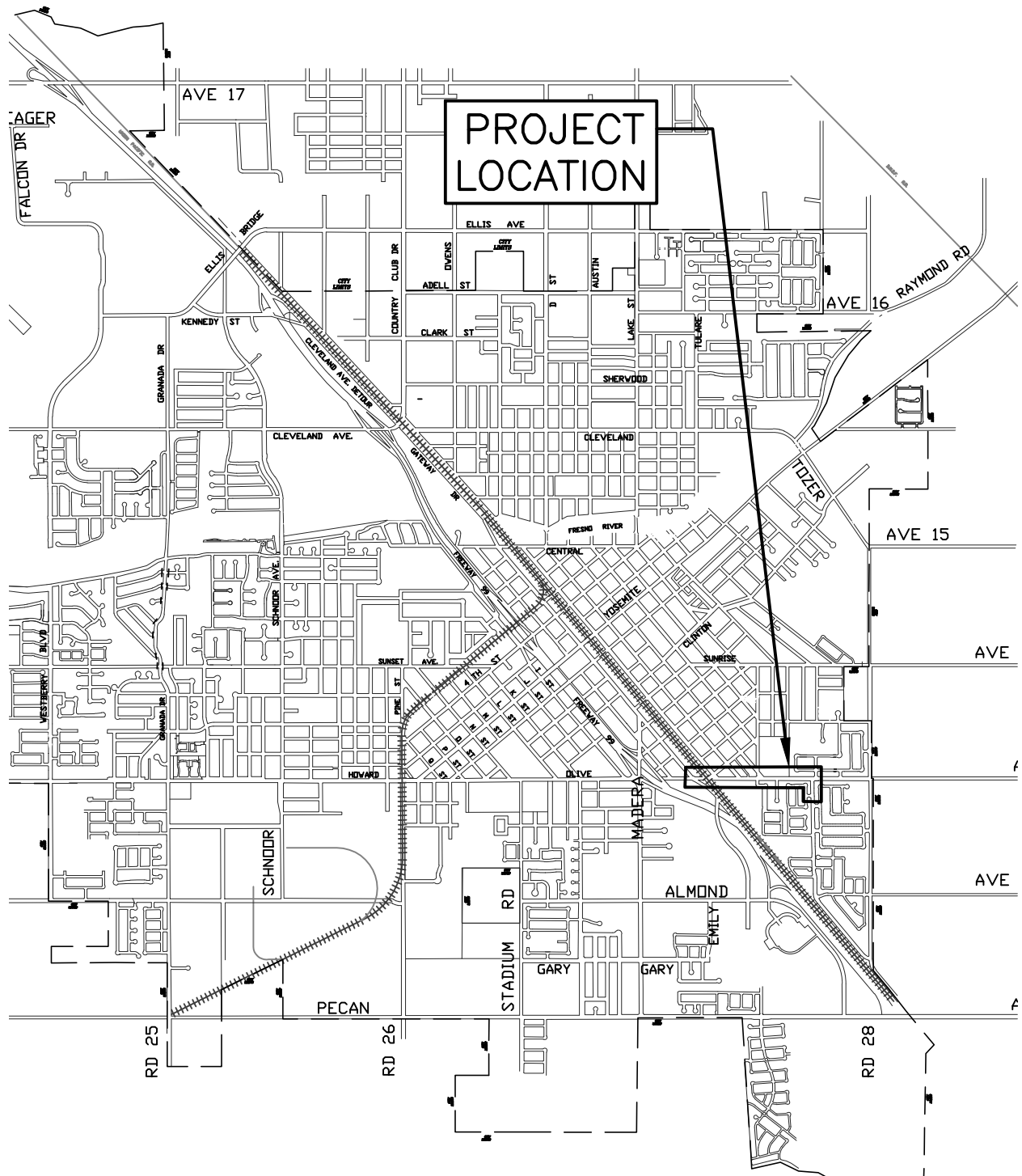
H. Licensee waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Licensor and its agents, officers, directors and employees for damages covered by the workers' compensation and employers' liability or commercial umbrella or excess liability obtained by Licensee required in this Agreement, where permitted by law. This waiver must be stated on the certificate of insurance.

I. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

J. The fact that insurance is obtained by Licensee or by Licensor on behalf of Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Licensor from Licensee or any third party will not be limited by the amount of the required insurance coverage.

ATTACHMENT 2
Project Vicinity Map

CITY OF MADERA

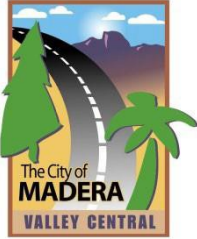


VICINITY MAP

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

OLIVE AVENUE WIDENING
 GATEWAY TO KNOX

DR BY: RB
 CH BY: RB
 DATE: 08/04/21
 SCALE: AS SHOWN
 SHT 1 OF 1



REPORT TO CITY COUNCIL

Approved by:

Daniel Foss, Interim Public Works Director

Arnaldo Rodriguez, City Manager

Council Meeting of: August 4, 2021

Agenda Number: B-6

SUBJECT:

Amendment No. 3 to Madera Aviation Group, LLC lease agreement at Madera Municipal Airport

RECOMMENDATION:

Adopt a Resolution approving Amendment No. 3 to Madera Aviation Group, LLC, Lease Agreement

SUMMARY:

The proposed Amendment No. 3 amends the lease agreement sections concerning the description of the property to be leased and the rate to be paid for the extension area. The proposed hangar extension area will be subject to the new airport ground lease rate of \$.32 per square foot per year which was adopted on July 1, 2020, following a rate study prepared by Aviation Management Consulting Group on behalf of the City. At the end of each five-year period, the annual rent shall be adjusted in accordance with the 1982-1984 based San Francisco-Oakland-San Jose All Urban Consumer Price Index (CPIU) calculated by the Federal Government.

DISCUSSION:

On October 4, 2006, the City Council (Council) approved a 40-year land lease agreement with Madera Aviation Group, LLC. Madera Aviation Group requested a third amendment to their lease agreement to include a 4,000 square foot hangar extension (see Figure 1). The current lease expires on August 4, 2049.

Amendment No.1 was approved by Council on November 19, 2008. This amendment authorized the self-fueling of the tenant's aircraft, sale of fuels to the public, and onsite fuel storage.

Amendment No. 2 was approved by Council on August 5, 2009. The tenant leased additional property and the description of property was amended by increasing the property size from the original 24,375 square feet to 42,750 square feet. The term of the agreement was also extended by changing the expiration date from 2046 to 2049 and rent was also adjusted for the increase in square footage.

Proposed Amendment No. 3 will only include changes to the description of property and rent for expanded area and all else will stay the same. Rent for the hangar extension will be \$.32 per square foot per year and will be the sum of \$1,280 per year.

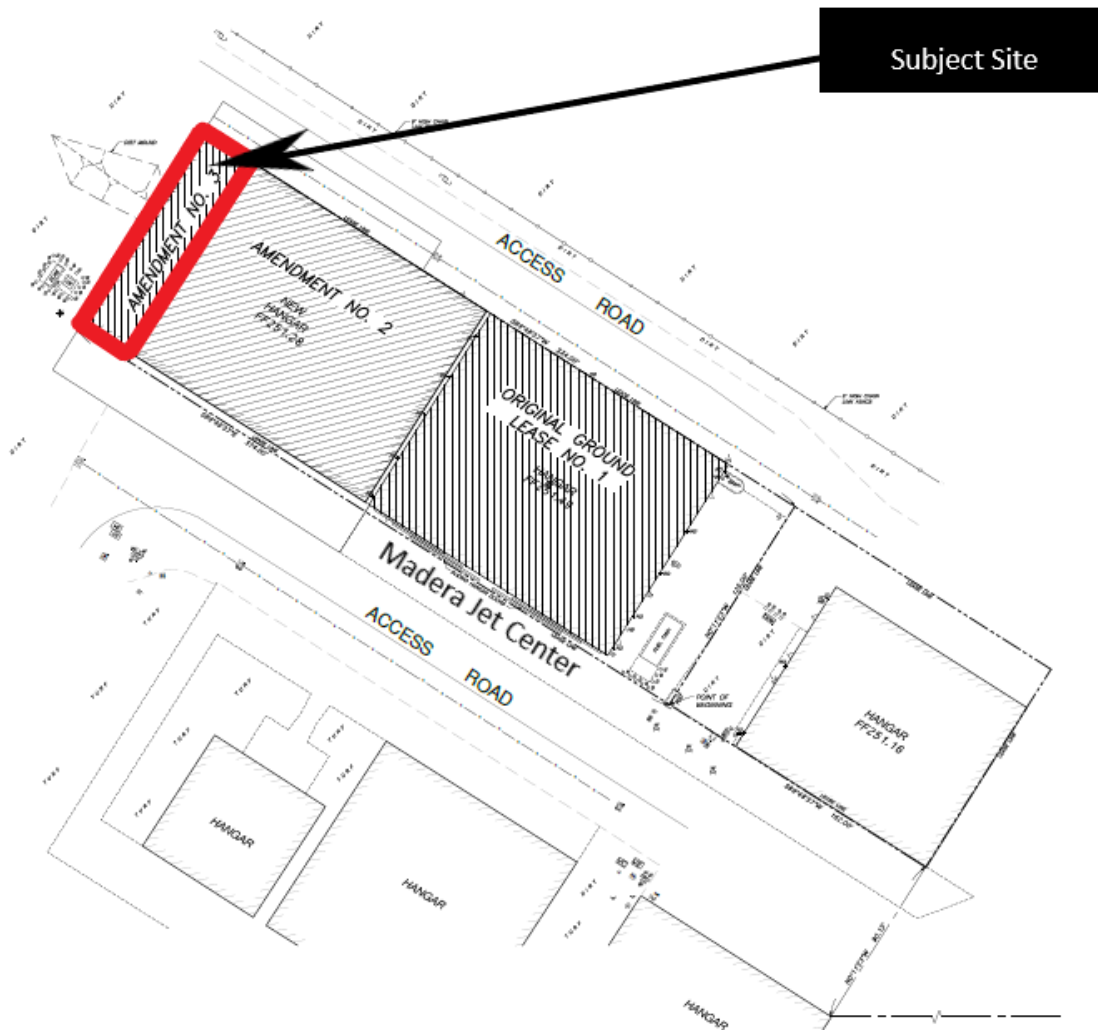


Figure 1: Area of Hangar Expansion

FINANCIAL IMPACT:

The Madera Municipal Airport is an Enterprise Fund and all funds received are invested back into the airport. The airport will generate \$1,280 per year from this hangar extension and will be reinvested in the airport.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

ALTERNATIVES:

Council may elect to not approve Amendment No. 3 to Madera Aviation Group, LLC lease agreement. Council may also elect to provide input on a different rent rate.

ATTACHMENTS:

1. Resolution
2. Exhibit A to Resolution: Lease Amendment No. 3
3. Exhibits A and B to Lease Amendment No. 3

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA APPROVING AMENDMENT NO. 3 TO MADERA AVIATION
GROUP, LLC LEASE AGREEMENT**

WHEREAS, the City of Madera ('City') and Madera Aviation Group, LLC are parties to a Lease Agreement for airport property which was originally entered into by and between the City and Madera Aviation Group, LLC, on October 4, 2006, per City Council approval; and

WHEREAS, Amendment No.1 was approved by Council on November 19, 2008. This amendment authorized the self-fueling of the tenant's aircraft, sale of fuels to the public, and onsite fuel storage; and

WHEREAS, Amendment No. 2 was approved by Council on August 5, 2009. The tenant leased additional property and the description of property was amended by increasing the property size. The term of the agreement was also extended, and rent was adjusted; and

WHEREAS, Madera Aviation Group, LLC is requesting a third amendment to the Hangar Lease; and

WHEREAS, the third amendment to the lease agreement will include a 4,000 square feet hangar expansion; and

WHEREAS, the rent for the hangar extension will be based on the City's new airport ground lease rate of \$.32 per square foot per year which was adopted on July 1, 2020. At the end of each five-year period, the annual rent shall be adjusted in accordance with the 1982-1984 based San Francisco-Oakland-San Jose All Urban Consumer Price Index (CPIU) calculated by the Federal Government.

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

1. The above recitals are true and correct.
2. The City Council approves the Third Amendment to Madera Aviation Group, LLC, attached to this resolution as Exhibit A.
3. The Mayor is authorized to execute Amendment No. 3 to Lease Agreement.
4. This resolution is effective immediately upon adoption.

* * * * *

RECORDING REQUESTED BY CITY OF MADERA

AFTER RECORDING, PLEASE MAIL TO:

City of Madera
Office of the City Clerk
205 West 4th Street
Madera, California 93637

(Fee Waived Per Government Code Section 27383, No Fee Due)

(SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY)

**AMENDMENT NO. 3 TO LEASE AGREEMENT
BETWEEN THE CITY OF MADERA AND MADERA AVIATION GROUP, LLC
(AIRPORT PROPERTY)**

This Amendment No. 3 to Lease Agreement is entered by and between the City of Madera, a municipal corporation of the State of California, hereinafter called "Lessor," and Madera Aviation Group, LLC, a California Limited Liability Company, hereinafter called "Tenant."

RECITALS

WHEREAS, the City of Madera ('City') and Madera Aviation Group, LLC are parties to a Lease Agreement for airport property which was originally entered into by and between the City and Madera Aviation Group, LLC, on October 4, 2006, per City Council approval; and

WHEREAS, the Lease Agreement was amended on October 4, 2006, (Amendment No. 1) and again on August 5, 2009 (Amendment No.2); and

WHEREAS, the parties wish to enter this Amendment No. 3 to Lease Agreement to include a 4000 square feet hangar expansion and rent for the hangar extension which will be based on the City's new airport ground lease rate of \$.32 per square foot per year which was adopted on July 1, 2020.

AMENDMENT

SECTION 1. Section 1 of the Lease Agreement, as amended, is amended by replacing the following text to the current language in that section:

"2. Description of Property. "City hereby leases to TENANT and TENANT hereby leases from CITY on the terms and conditions hereinafter set forth all that portion of city-owned real property situated in the City of Madera and County of Madera, State of California, and comprising approximately 46,750 square feet of land more or less, and more particularly described in Exhibits "A"

and "B" attached hereto and incorporated herein by reference.

SECTION 2. Section 3 of the Lease Agreement, as amended, is amended by adding the following text to the current language in that section:

“3. Rent. Tenant agrees to pay to City rent for the current leased property (42,750 square feet) in the sum set forth in Amendment No. 2 to the Lease Agreement. Rent for the hangar extension shall be the sum of One Thousand Two Hundred and Eighty Dollars (\$1,280.00) per year (based on thirty-two (\$.32) per square foot for 4000 square feet payable (the increased footage) in monthly installments of \$106.66 in advance. At the end of each five-year period, the annual rent shall be adjusted in accordance with the 1982-1984 based San Francisco-Oakland-San Jose All Urban Consumer Price Index (CPIU) calculated by the Federal Government. ” The rent payment each month shall include the total of the rent amount pursuant to Amendment No. 2 and the rent amount pursuant to this Amendment No. 3.

SECTION 4. Except as amended by this Amendment No. 3 all terms and conditions of the Lease Agreement, as amended, shall continue in full force and effect.

SECTION 5. This Amendment No. 3 shall be effective on August 4, 2021.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Amendment No. 3 to Lease Agreement to be executed as of the date and year first above written.

CITY OF MADERA
a Municipal Corporation

Madera Aviation Group, LLC
a California Limited Liability Company

By: _____
Santos Garcia
Mayor

By: _____
Title: _____

ATTEST:

By: _____
Alicia Gonzales
City Clerk

(Tax Payer I.D. Number)

APPROVED AS TO FORM:

(attach notary acknowledgement)

By: _____
Hilda Cantú Montoy
City Attorney

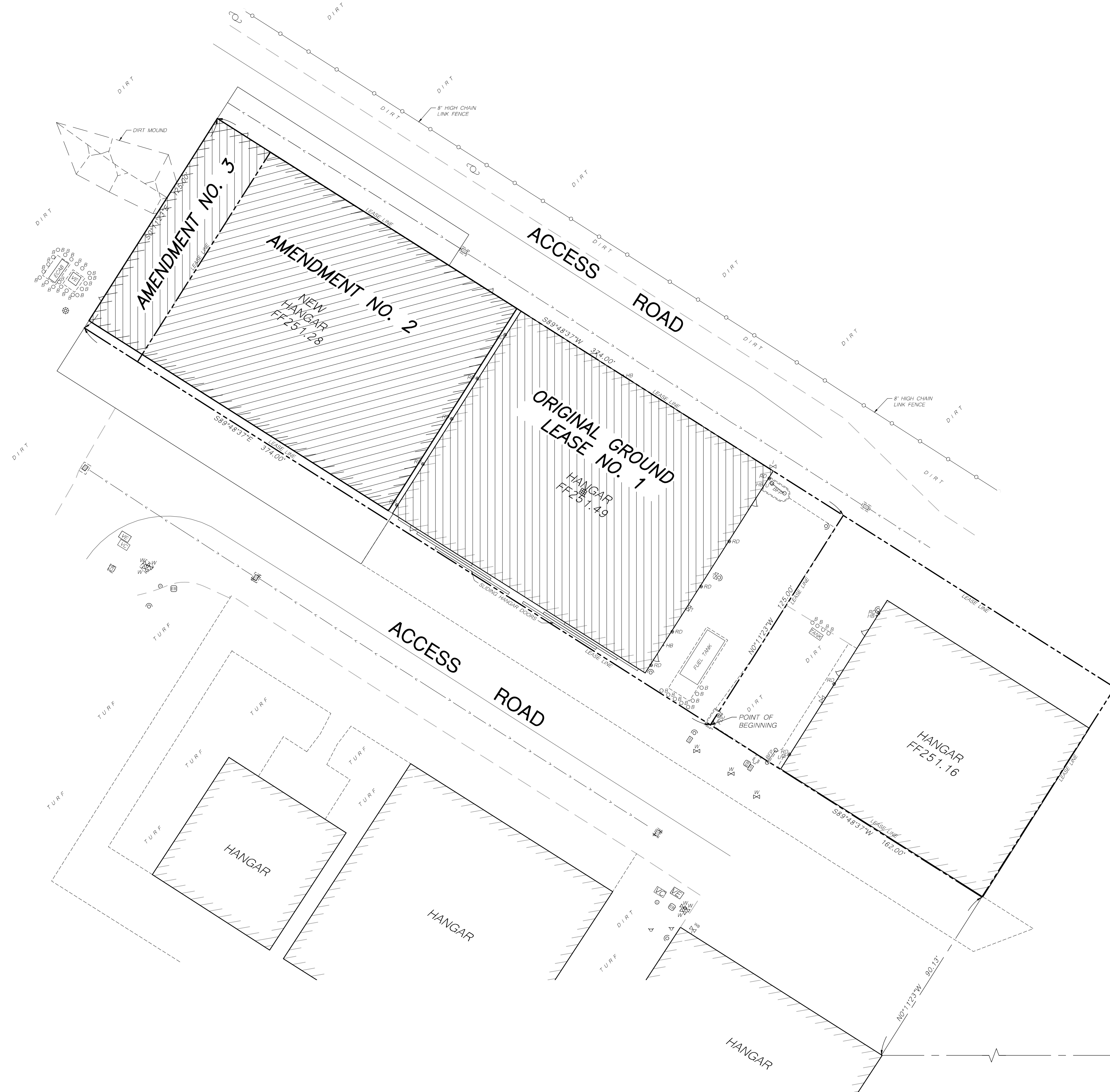
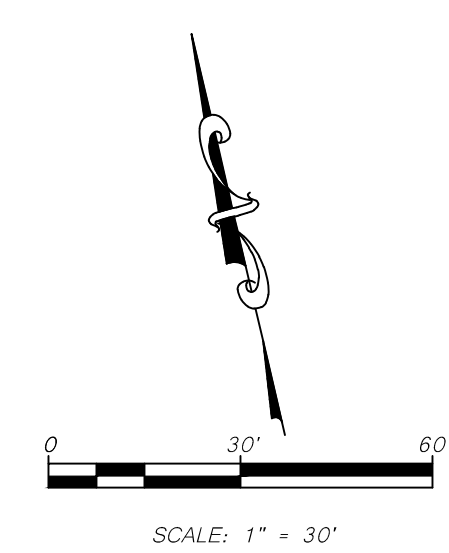


EXHIBIT "A"
MADERA AVIATION GROUP, LLC
AIRPORT GROUND LEASE NO. 1
AMENDMENT NO. 3



Alan Mok, PE, PLS,
LEED AP
Principal

Alan Mok Engineering

7415 N. PALM AVENUE #101
 FRESNO, CALIFORNIA 93711
 Tel. 559-432-6879
 Fax. 559-432-6897
 www.alanmokengeering.com

PROJECT:

SITE IMPROVEMENTS AT MADERA JET CENTER

LOCATION:
 4181 Aviation Dr.
 Madera, CA 93637
 (559)675-1400

DRAWN FOR:

MADERA JET CENTER

LOCATION:
 4181 Aviation Dr.
 Madera, CA 93637
 (559)675-1400

ALAN K. MOK, P.E., R.C.E. 42,618

EDWARD M. WONG, P.E., R.C.E. 54,740

ALAN MOK ENGINEERING EXPRESSLY RESERVES ITS COMMON LAW COPYRIGHT AND OTHER APPLICABLE PROPERTY RIGHTS IN THESE PLANS. THESE PLANS ARE NOT TO BE REPRODUCED, CHANGED, OR COPIED IN ANY FORM OR MANNER WHATSOEVER, NOR ARE THEY TO BE ASSIGNED TO A THIRD PARTY WITHOUT FIRST OBTAINING THE WRITTEN PERMISSION AND CONSENT OF THE ENGINEER. IN THE EVENT OF UNAUTHORIZED REUSE OF THESE PLANS BY A THIRD PARTY, THE THIRD PARTY SHALL HOLD THE ENGINEER HARMLESS, AND SHALL BEAR THE COST OF THE ENGINEER'S LEGAL FEES, ASSOCIATED WITH DEFENDING AND ENFORCING THESE RIGHTS.

REVISIONS:

No.	DATE	DESCRIPTION

SHEET DESCRIPTION:

EXHIBIT "A"

PROJECT COORDINATOR: AKM	SHEET No.
PROJECT No. 220-0229	
DATE: 5-12-2021	
SCALE: AS NOTED	

EXHIBIT "B"
Madera Aviation Group, LLC
Airport Ground Lease Description #1
Amendment #3
Madera Municipal Airport
City of Madera

Commencing at the Southwest corner of Section 10, Township 11 South, Range 17 East, Mount Diablo Base and Meridian. Basis of Bearing, the South line of said Section 10 as South 45°05'03" West; thence North 36°27'53" West, a distance of 3,258.77 feet; thence South 25°35'47" West, a distance of 431.29 feet; thence South 89°48'37" West, a distance of 440.12 feet; thence North 0°11'23" West, a distance of 90.13 feet; thence South 89°48'37" West, a distance of 162.00 feet to the POINT OF BEGINNING; thence North 00°11'23" West, a distance of 125.00 feet; thence South 89°48'37" West, a distance of 374.00 feet; thence South 0°11'23" East; a distance of 125.00 feet; thence North 89°48'37" East, a distance of 374.00 feet to the POINT OF BEGINNING

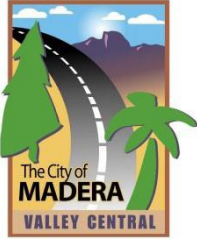
Containing 1.07 acres, more or less.



Alan K. Mok P.L.S.6828



July 22, 2021



REPORT TO CITY COUNCIL

Approved by:

Daniel Foss, Interim Public Works Director

Arnaldo Rodriguez, City Manager

Council Meeting of: August 4, 2021

Agenda Number: B-7

SUBJECT:

Airport access agreement renewal with Stephen J. and Nadine Sagouspe

RECOMMENDATION:

Adopt a Resolution approving Airport Access Agreement

SUMMARY:

On October 13, 1998, the City Council (Council) approved a 20-year airport access agreement lease agreement with Stephen J. and V. Nadine Sagouspe. However, this access agreement expired as of October 12, 2018. The lessee has requested to extend the agreement and after consultation with the Federal Aviation Administration (FAA), staff is recommending that Council entertain approving a new agreement.

DISCUSSION:

The airport access agreement is concerning a through the fence agreement, which are agreements that allow people with aircraft storage facilities near an airport to access the airport from off-airport property. The subject property is a hangar that occupies 4,500 square feet (see Figure 1) and will be subject to the rent rate of \$.32 per square feet per year, which was adopted on July 1, 2020, following a rate study prepared by Aviation Management Consulting Group on behalf of the City. This rate is equivalent to the rate for leased land in the operations areas of the Madera Municipal Airport and will be adjusted every five years in accordance with up-to-date Urban Consumer Price Index (CPIU). The sum of rent shall be \$1,440 per year and the proposed renewal will be for 30 years.



Figure 1 Property of Interest

FINANCIAL IMPACT:

The Madera Municipal Airport is an Enterprise Fund and all funds received are invested back into the airport. The airport will generate \$1,440 per year from this airport access agreement and will be reinvested in the airport.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

ALTERNATIVES:

Council may elect to not approve the airport access agreement. Council may also elect to provide input on a different rent rate.

ATTACHMENTS:

1. Resolution
2. Exhibit A: Airport Access Agreement

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA APPROVING AN AIRPORT ACCESS AGREEMENT WITH
STEPHEN J. AND V. NADINE SAGOUSPE**

WHEREAS, the City of Madera ('City') and Stephen J. and V. Nadine Sagouspe were parties to an Airport Access Agreement for airport property which was originally entered into by and between the City and Stephen J. and V. Nadine Sagouspe on October 13, 1998; and

WHEREAS, the Access Agreement has expired; and

WHEREAS, Stephen J. and V. Nadine Sagouspe wish to renew the Access Agreement; and

WHEREAS, the Access Agreement is for a 30 year term; and

WHEREAS, the access fee shall be the sum of one thousand and four hundred and forty dollars (\$1,440) and per year (based on \$.32 per square foot per year for 4,500 square feet, equivalent to the rate for leased land in the operations areas of the Madera Municipal Airport) and will be adjusted every five years in accordance with up to date Urban Consumer Price Index (CPIU).

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

1. The above recitals are true and correct.
2. The City Council approves the airport access agreement to Stephen J. and V. Nadine Sagouspe, attached to this resolution as Exhibit A.
3. This resolution is effective immediately upon adoption.

* * * * *

Exhibit A

AFTER RECORDING PLEASE MAIL TO:

City of Madera
City Clerk
205 W. 4th Street
Madera, California 93637

Space above this line for Recorder's Use Only

AIRPORT ACCESS AGREEMENT

STEPHEN J. AND V. NADINE SAGOUSPE

This AIRPORT ACCESS AGREEMENT made and entered into this _____ day of _____ by and between the CITY OF MADERA, a municipal corporation of the State of California, hereinafter called "CITY", and STEPHEN J. AND V. NADINE SAGOUSPE, hereinafter called "TENANT".

WHEREAS, CITY is the owner of certain real property situate in the County of Madera, State of California, which is being used for airport purposes; and

WHEREAS, Sections 37389 and 50478 of the Government Code of the State of California authorize a city to grant conditional access to property owned by it for purposes incidental to aircraft, including construction and maintenance of hangars, service shops and other aircraft facilities; and

WHEREAS, the Federal Aviation Administration recognizes that a conditional Access Agreement may be granted on a case-by-case basis so long as certain guidance is followed; and

WHEREAS, it is the mutual intent and desire of CITY and TENANT to enter into an Access Agreement at the Madera Municipal Airport in accordance with the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants, terms, provisions and conditions hereinafter set forth, the parties hereto agree as follows:

1. Consideration

In exchange for a fee, CITY hereby grants to TENANT conditional access on the terms and conditions hereinafter set forth, all that portion of City-owned real property situate in the County of Madera, State of California, more particularly described as the public use landing areas and taxi routes at the Madera Municipal Airport.

2. Term

Except as provided in Paragraphs 4 and 6 hereof, the term of this Agreement shall be for a period of thirty (30) years commencing on August 5, 2021, and terminating August 31, 2051, subject to any other provisions for termination provided for herein.

3. Access Fee and Method of Payment

TENANT agrees to pay CITY a monthly Access Fee for a single engine aircraft less than 6,000 pounds gross weight as follows. Commencing on August 5, 2021, the access fee shall be the sum of one thousand and four hundred and forty dollars (\$1440) and per year (based on \$.32 per square foot per year for 4,500 square feet, equivalent to the rate for leased land in the operations areas of the Madera Municipal Airport), payable in monthly installments of \$120 in advance, until the end of the first five years of this agreement. At the end of each five-year period, the annual access fee shall be adjusted in accordance with the 1982-1984 based San Francisco-Oakland-San Jose All Urban Consumer Price Index (CPIU) calculated by the Federal Government.

Beginning rate per month is one hundred and twenty dollars (\$120.00), payable in advance on or before the first day of each month. If the term of this Agreement commences on day other than the first business day of the month, the first month access fee shall be prorated on a daily basis. The first month Access Fee is payable upon execution of this Agreement. A five percent (5%) per month service charge shall be imposed on all accounts currently past due.

TENANT may make advance payments. However, such advance payments shall not affect the rights of CITY to terminate this Agreement in accordance with paragraphs 4 and 6 hereof. If advance payments are made and the Agreement is terminated before the months paid, fees will be prorated, and refunds made after all debts are paid. TENANT shall make payments in person or via mail to City of Madera, Finance Department, 205 West Fourth Street, Madera, CA 93637. All notices and other information concerning the Agreement shall be directed personally or by mail to the Public Works Director, 4020 Aviation Drive, Madera, CA 93637. All official notices to TENANT will be mailed to the address in paragraph 1. TENANTS are advised to keep CITY informed of address changes. If City is unable to contact TENANT by mail, this Agreement may be terminated.

4. Delinquency or Non-Payment of Rent

If there is any delinquency or non-payment of fee by TENANT, CITY reserves the right to terminate this Agreement with ten (10) days written notice to TENANT.

5. Use Purposes

The premises described in Paragraph 1 are to be used for the sole purpose of takeoff, landing and taxiing of aircraft.

TENANT will not conduct commercial operations of any type on the Airport and will not offer aeronautical services to the public under the auspices of this Agreement.

6. Breach of Agreement

In the event of any breach of this Agreement by TENANT, CITY, besides other rights or remedies it may have, shall have the right to terminate this Agreement with ten (10) days written notice to TENANT. TENANT agrees to terminate his airport access within ten (10) days as applicable to this paragraph 6 when notified, or ten (10) days per paragraph 4. By failing to cease access as herein provided, TENANT hereby authorizes CITY, its employees or its authorized agents to deny airport access and prevent aircraft from accessing the airport, and TENANT hereby waives any and all claims for damages against CITY, its employees or agents. Nothing herein shall be deemed a waiver of any rights of CITY to demand and obtain cessation of access in accordance with law in the event TENANT violates any part of any terms and conditions hereof.

7. Assignment

TENANT shall not assign this Access Agreement nor any right herein, nor suffer any other party to occupy or access said premises described in Paragraph 1 or any portion thereof without prior written consent of CITY. In the event of a breach of this covenant, CITY shall have the right to immediately declare this Access Agreement terminated. If TENANT relinquishes his rights as described in this Agreement, this Agreement will automatically terminate. If a new party wishes to gain airport access rights as described in this Agreement, a new Agreement must be executed.

8. Liability Insurance

Without limiting Tenant's indemnification of City, and prior to commencement of Occupation or Construction, Tenant shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all SubTenants 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

Tenant 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. General liability policies shall be endorsed using ISO form CG 20 10 to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- \$2,000,000 **Aircraft Liability** insurance with a minimum limit of \$2,000,000 per accident and aggregate covering liability for bodily injury (including death), passenger liability, and property damage liability. Aircraft Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional

insureds under such policies.

Maintenance of Coverage

Tenant 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 Tenant, his agents, representatives, employees, SubTenants or subconsultants as specified in this Agreement.

Proof of Insurance

Tenant 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 Tenant, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Tenant 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 subtenants.

Enforcement of Contract Provisions (non estoppel)

Tenant acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Tenant 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 Tenant maintains

higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Tenant.

Notice of Cancellation

Tenant 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

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

Additional Insurance

Tenant 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.

9. Taxes

TENANT shall take notice that the access interest created herein may be subject to property taxation and that the party in whom the possessory interest is vested (TENANT) may be subject to payment of property taxes on such interest. TENANT shall be responsible for and shall pay all possessory interest tax which may be assessed or levied, if any, on the value of this Agreement.

10. Hold Harmless

TENANT agrees to defend and does hereby hold City of Madera, its appointive and elective boards, officers, commissions, volunteers and employees harmless from any and all liability for damages or claims for damages for personal injuries or death to any person or persons, or property damage which may arise from TENANT'S occupation and use of said areas described in Paragraph 1 or any one or more persons directly employed by or acting as agents for TENANT or as contractors for TENANT. TENANT agrees to and shall defend CITY, its elective and appointive boards, officers, commissions, volunteers and employees from any suits or actions at law or in equity for damages caused or alleged to have been caused by reason of the aforesaid operations, provided however, that CITY does not and shall not waive any rights against

TENANT which it may have by reason of this Hold Harmless Agreement, by reason of acceptance by CITY of deposit with CITY by TENANT of any insurance policies or certificates of insurance described in Paragraph 8 hereof, and provided further that this Hold Harmless Agreement shall apply to all damages and claims for damages of every kind suffered or alleged to have been suffered by reason of TENANT'S operations, whether or not such insurance policies have been determined to be applicable to any of such damages or claims for damages, and is deemed to include any damages or injuries to CITY, CITY'S property, officers or employees.

11. Litigation Involving Agreement

In the event that CITY is made a party to any litigation concerning this Agreement or by reason of any act or omission by TENANT, TENANT promises to hold CITY harmless and indemnify CITY from all loss or liability, including reasonable attorney's fees necessarily incurred by CITY in such litigation. In case suit shall be brought for unlawful access, for the recovery of any fees due under the provisions hereof, or because of the breach of any other covenant, term, condition or provisions herein contained on the part of TENANT to be kept or preformed, and CITY prevails therein, TENANT shall pay to CITY a reasonable attorney's fee which shall be fixed by the court; provided however, in the event either party finds it necessary to institute suit for any other purpose in connection with the terms of the enforcement of this Agreement, it is agreed that the prevailing party shall collect from the losing party reasonable attorney's fees which shall be fixed by the court plus actual costs of suits incurred.

12. Maintenance of Airport

TENANT shall not commit or suffer to be committed any waste or nuisance upon the airport, nor store, use or sell any article in or about the airport nor commit any act that would cause cancellation of any insurance policy covering the airport, nor occupy, suffer or permit the airport or any part thereof to be used for any illegal or dangerous purpose or in any way contrary to law or rules or regulations of any public authority.

13. Temporary Airport Closures

TENANT acknowledges that occasional large-scale special events and airport construction projects may take place at Madera Municipal Airport requiring temporary closure of all runways and taxiways.

14. Other Airport Rules and Regulations

- a) TENANT is not authorized to drive motor vehicles on taxiways and runways under any circumstances
- b) TENANT is not authorized to operate all-terrain vehicles, dirt bikes, mopeds, motorized skateboards, etc. anywhere on the airport.
- c) TENANT will ensure that pets brought onto the airport are on a leash and under the immediate control of the owner at all times.

- d) TENANT will ensure that children remain under direct supervision of an adult at all times while on the airport. Radio controlled toys, bicycles, skates, etc. are not permitted on the airport, particularly in the T-Hangar area.

15. Successors. Assigns. Governing Law

This Agreement shall be binding upon and insure to the benefit of the legal representatives, heirs, successors and assigns of the parties and shall be governed by and construed in accordance with the laws of the State of California.

16. Sole and Only Agreement

This Agreement supersedes any and all other Agreements, either oral or written between the parties hereto with respect to their rights and obligations hereunder and contains all of the covenants and Agreements between the parties related thereto.

17. Time of the Essence

Time is of the essence in the performance of each provision of this Access Agreement.

18. Effective Agreement

This Access Agreement only applies to those aircraft owned, leased or operated by the owner or tenants of the property located at 2801 Airport Drive, Madera, California 93637. No other aircraft shall have benefit of this Agreement. This Agreement shall not be effective until receipt by the CITY of required insurance documents, required access fees and a properly executed acceptance of this Agreement, subject to all the terms and conditions herein set forth.

19. Renewal

TENANT, provided that all terms, covenants and conditions of this Agreement have been met and fulfilled, is hereby granted first right of refusal to negotiate a new agreement for airport access for an additional ten (10) year period from and after the expiration of the original thirty (30) year term. Written notice of TENANT'S intention to renew this agreement shall be given to CITY no less than sixty (60) calendar days prior to the expiration of the initial term of this agreement or this option shall be null and void.

20. Acceptance

TENANT hereby accepts the foregoing and hereby expressly agrees to the terms and conditions as hereinabove set forth.

TENANTS

STEPHEN J. SAGOUSPE, Tenant

Date

V. NADINE SAGOUSPE, Tenant

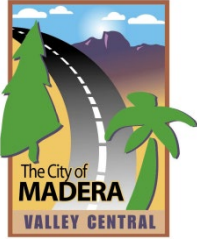
Date

CITY OF MADERA

Santos Garcia, Mayor of the City of Madera

Date

SIGNATURES ARE REQUIRED TO BE NOTARIZED.




REPORT TO CITY COUNCIL

Approved by:



Keith Helmuth, P.E., Department Director


Arnaldo Rodriguez, City Manager

Council Meeting of: August 4, 2021

Agenda Number: B-8

SUBJECT:

Reimbursement Agreement with Full Throttle Suspension for Storm Drain Public Improvements (Site Plan Review No. 2019-05)

RECOMMENDATION:

Adopt a Resolution Approving Reimbursement Agreement with Full Throttle Suspension for Storm Drain Public Improvements Relating to Site Plan Review No. 2019-05 and CUP Nos. 2019-03 and 2019-04

SUMMARY:

On February 19, 2019, the City's Planning Commission approved Site Plan Review No. SPR 2019-05 and Conditional Use Permits CUP 2019-03 and CUP 2019-04 for Full Throttle Suspension ("Project"). As a condition of approval, the Project was required to construct off-site storm drain public improvements in conjunction with the project.

DISCUSSION:

Frank Bertao, a single man, as to an undivided 1/2 interest and Joseph Bertao, a single man, as to an undivided 1/2 interest owns Full Throttle Suspension and is referred to as the Project Owner. The Project Owner has completed construction of the improvements required as part of the conditions of approval. The improvements include construction of a storm drain pipeline in Aviation Drive. The Developer is anticipated to submit a request for reimbursement of master planned facilities that are eligible for reimbursement under the City's Development Impact Fee Program. To reimburse the Developer for improvements, the City and Developer must enter into a Reimbursement Agreement. We note that most of the terms and conditions in this Agreement have already been met; however, this request for approval is made consistent with the Madera Municipal Code.

FINANCIAL IMPACT:

The Project Owner has paid the required inspection and plan checking fees prior to the issuance of the encroachment permit for all off-site improvements. Acceptance of these improvements will result in

additional maintenance and resulting costs from Developer to City. Reimbursements will be funded through the City's Impact Fee Program.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Reimbursement of the improvements is not directly addressed in the vision or action plans; however, the requested action could address the following specific task in the action plan:

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

ALTERNATIVES:

Not approve one or more items associated with this Staff Report. If Council does not approve the execution of the Agreement, it would result in the inability to reimburse the Developer for the completed improvements.

ATTACHMENTS:

1. Resolution – Approving Reimbursement Agreement
 - Exhibit A – Reimbursement Agreement
 - Exhibit A – Legal Description
 - Exhibit B – Development Impact Fees
 - Exhibit C – Insurance Requirements
2. Project Location Map

Attachment 1

Resolution
Agreement

RESOLUTION NO. 21-___

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA,
APPROVING REIMBURSEMENT AGREEMENT WITH FULL THROTTLE SUSPENSION
FOR STORM DRAIN PUBLIC IMPROVEMENTS RELATING TO SITE PLAN REVIEW
NO. 2019-05 AND CUP NO. 2019-03 AND CUP 2019-04**

WHEREAS, Frank Bertao, a single man, as to an undivided 1/2 interest and Joseph Bertao, a single man, as to an undivided 1/2 interest submitted a development project for review by City and obtained entitlements under Site Plan Review No. 2019-05 and CUP Nos. 2019-03 and 2019-04 for its development project; and

WHEREAS, the Site Plan Review and CUP approvals conditioned the approvals on Owner's construction of a storm drain pipeline in Aviation Drive ("Public Improvements"); and

WHEREAS, the plans for the Public Improvements were prepared by Yamabe & Horn Engineering, Inc., for Frank Bertao, a single man, as to an undivided 1/2 interest and Joseph Bertao, a single man, as to an undivided 1/2 interest, owner of Full Throttle Suspension ("Owner"), and have been approved by the City Engineer; and

WHEREAS, the Owner is required to enter into an agreement with the City for reimbursement of costs relating to Public Improvements.

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 entitled "Reimbursement Agreement Between City of Madera and Full Throttle Suspension (Site Plan Review No. 2019-05 and CUP No. 2019-03 and 2019-04)" attached as Exhibit "A" is approved as to form. A copy of the Reimbursement Agreement shall be kept on file in the office of the City Clerk.
3. The Staff is authorized to record Reimbursement Agreement for reimbursement of improvements for Full Throttle Suspension (Site Plan Review No. 2019-05 and CUP No. 2019-03 and CUP No. 2019-04).
4. This resolution is effective immediately upon adoption.

* * * * *

Exhibit A

Reimbursement 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

**REIMBURSEMENT AGREEMENT BETWEEN CITY OF MADERA AND
FULL THROTTLE SUSPENSION
(SITE PLAN REVIEW NO. 2019-05 AND CUP NO. 2019-03 AND CUP NO. 2019-04)**

THIS REIMBURSEMENT AGREEMENT ("Agreement") is entered into this ___ day of _____, 2021, (the "Effective Date") by and between the City of Madera, a municipal corporation of the State of California, hereinafter called "City" and Frank Bertao, a single man, as to an undivided 1/2 interest and Joseph Bertao, a single man, as to an undivided 1/2 interest, hereinafter called "Owner."

RECITALS

- A. Owner owns that property east of Condor Drive and south of the Aviation Drive alignment located in the City of Madera, County of Madera, State of California (the "Subject Property") and more particularly described as set forth in Exhibit "A" which is incorporated by reference.
- B. Owner has obtained from City certain entitlements and/or permits for a development project pursuant to Site Plan No. 2019-05 and CUP No. 2019-03 and CUP No. 2019-04.
- C. As a condition of the City approval of said Site Plan and CUPs, Owner is required to construct a storm drain pipeline in Aviation Avenue ("Public Improvements").
- D. Owner will construct the Public Improvements required by City standards and procedures as required by the Site Plan Review and CUP approvals and such construction is eligible for reimbursement from City.
- E. Owner has obtained an encroachment permit from the office of the City Engineer of the City of Madera and complied with the requirements thereof.
- F. Reference is made hereby to (a) improvement construction plans, (b) those certain specifications on file in the office of the City Engineer entitled, "City of Madera Standard Plans and Specifications," and (c) "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 plans and specifications referred to in this paragraph are hereby incorporated herein and made a part of this Agreement by reference thereto.

- G. City and Owner desire to enter this Agreement to allow for reimbursement to Owner for the construction of the Public Improvements.

AGREEMENT

In consideration of the foregoing recitals which are made a substantive part of this Agreement, Owner and City do hereby mutually agree as follows:

ARTICLE I. GENERAL PROVISIONS

A. AGREEMENT

This Agreement is entered into pursuant to Section 10-8.12 *et seq.* of Chapter 8 of Title X of the Madera Municipal Code. The provisions of this Agreement and the improvements to be constructed as required by 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 Drawings and Specifications, including attached details and amendments thereto.
4. "Improvements" shall mean all work and improvements, including those depicted or required on the plans, which may include plans relating to sewer, water, streets, storm drainage, street lighting, concrete, paving, fencing, landscaping, irrigation, grading, and traffic signals.

C. CONSTRUCTION OF IMPROVEMENTS

Owner shall, at the Owner's own cost and expense, construct all of the Public Improvements in accordance with and to the extent and as provided in those certain plans entitled, "Plans for the Construction of: Full Throttle Suspension Manufacturing and Warehousing Facility," as approved by the City Engineer and on file with the City Engineer of the City of Madera and the City of Madera Standard Drawings 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.

D. DEVELOPMENT FEES

1. Development Impact Fees: Owner is obligated to pay all applicable 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.

E. 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.

F. INSURANCE

Prior to the issuance of an Encroachment Permit, 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 as required by the City's Encroachment Permit Contract, section "Insurance Requirements for Individuals and Contractors Working in the Public Right-of-Way" on Exhibit "C" attached hereto and incorporated by reference.

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.

G. BONDS AND OTHER SECURITY

Prior to Encroachment Permit issuance, or unless otherwise indicated, Owner shall furnish to the City performance guarantees as required in association with the encroachment permit application process. 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 to City performance security in an amount 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 Attorney.

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. EASEMENTS

Owner shall, as may be applicable, 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.

J. 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.

K. 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.

L. 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 and shall constitute a covenant running with the land and an equitable servitude upon the real property.

M. 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. This Agreement supersedes all prior negotiations, representation, or agreements, whether written or oral.

N. CONDITIONS OF APPROVAL

Owner shall comply with all conditions of approval set forth in SPR 2019-05 approving the Project as adopted on February 19, 2019 by the Planning Commission, including the requirements and conditions of the City Engineer, and all specifications or requirements set forth on the plans, all of which are on file with the City Clerk.

O. 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.

P. 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 E 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.

Q. 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.

R. 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.

S. 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.

T. 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.

U. 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.

V. SUBORDINATION

Owner hereby warrants that any and all parties having record title interest in the Subject Property 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.

W. 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.

X. 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.

Y. 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.

Z. 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.

AA. 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.

BB. PIPES AND MONUMENTS

All pipes and monuments shown on the plans or those which are damaged, destroyed or displaced during construction operations shall be replaced by Owner prior to the time of the final inspection of the Improvements hereunder by City.

CC. OWNERSHIP OF IMPROVEMENTS

It is agreed that title and ownership of any public improvements constructed hereunder by Owner shall vest absolutely in City upon completion and acceptance of such Improvements by City.

DD. 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 as part of the encroachment permit process; and (2), work not in conformance with said plans and specifications is removed from the project site to the satisfaction of the City Engineer.

EE. OWNER 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.

FF. REIMBURSEMENTS/FAIR SHARE CONTRIBUTIONS DUE FROM OWNER

There are no reimbursements/fair share contributions due from Owner.

GG. REIMBURSEMENTS TO BE PROVIDED TO OWNER

In consideration of Public Improvements constructed through plans approved by City, the City agrees to reimburse the Owner reasonable costs for construction of the following public improvements:

1. Aviation Drive

- (i) Storm Drain Main Construction – Approximately 371 linear feet of 30-inch pipeline are eligible for reimbursement through the City's Impact Fee Program, subject to the availability of funds.

HH. 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 Public Improvements as determined by the City Engineer at his sole discretion and whose decision shall be final and as set forth below. Any reimbursements shall be 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.
- ii. 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: a) list of bidders from whom bids were requested; b) copies of the original contract with contractor(s); c) copies of all invoices, with unconditional lien releases submitted by contractor(s); d) copies of all checks issued by Owner with related invoices indicated, including copies of cancelled checks for payment made (copies of both the front and back of canceled checks; e) a summary tabulation (spreadsheet) of all contractor(s) invoices and Owner's payments including check numbers; and f) such further documentation as may be reasonably required by the City to evidence completion of the construction and the payment for the construction.
- iii. 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.
- iv. 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.

II. 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.

JJ. 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.

KK. 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 required under this Agreement 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 Project, 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 six months from the issuance of an encroachment permit and prior to occupancy being granted for the associated on-site improvements and structures unless Owner requests an extension to the encroachment permit.

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 and prior to occupancy being granted. 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 project, 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 Full Throttle Suspension (Site Plan Review No. 2019-05). 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 public streets necessary to stay in compliance with dust control requirement of this Agreement. 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 bill Owner for such expenses.

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: _____
Santos Garcia, Mayor

APPROVED:

By: _____
Keith Helmuth, P.E., City Engineer

APPROVED AS TO FORM:

By: _____
Hilda Cantú Montoy, City Attorney

SUBDIVIDER/OWNER:

Frank Bertao, a single man, as to an undivided 1/2 interest and Joseph Bertao, a single man, as to an undivided 1/2 interest

By: _____
Frank Bertao, Owner

By: _____
Joseph Bertao, Owner

ATTEST:

By: _____
Alicia Gonzales, City Clerk

NOTARY ACKNOWLEDGEMENT REQUIRED

EXHIBIT "A"
Legal Description

Real property in the City of Madera, County of Madera, State of California, described as follows:

PARCEL B OF PARCEL MAP NO. 07-P-04, IN THE CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA, RECORDED JUNE 19, 2007, IN BOOK 57, PAGES 40 AND 41 OF PARCEL MAPS, MADERA COUNTY RECORDS.

APN: 013-050-006-000

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"
Insurance Requirements
(Sheet 1 of 2)

**Insurance Requirements for Individuals and Contractors
Working in the Public Right-of-Way**

For the purposes of this document, any individual or contractor seeking a permit to work in the public right-of-way will be referred to as "Contractor." Contractor shall procure and maintain for the duration of the project insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work identified in the applicable encroachment permit and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

Minimum Scope and Limits of Insurance

Contractor shall maintain limits no less than:

- \$1,000,000 General Liability (including operations, products and completed operations) per occurrence for bodily injury, personal injury, and property damage at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage (occurrence Form CG 00 01).
-
- \$1,000,000 Automobile Liability per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 covering Automobile Liability, code 1 (any auto).
-
- Worker's Compensation as required by the State of California.

If Contractor maintains higher limits than the minimums required above, the City shall be entitled to coverage at the higher limits maintained by Contractor.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City.

Other Insurance Provisions

The general liability policy is to contain, or be endorsed to contain, the following provisions:

- The City of Madera, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability policies shall be endorsed using ISO forms CG 20 10 and CG 20 37, or their equivalents.
- For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

EXHIBIT "C"
Insurance Requirements
(Sheet 2 of 2)

- Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
- Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

Waiver of Subrogation

Contractor hereby agrees to waive subrogation which any insurer of contractor may acquire from contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

The workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of the City for all work performed by the contractor, its agents, employees, independent contractors, and subcontractors.

Acceptability of Insurers

Insurance is to be placed with California admitted insurers with a current AM Best's rating of no less than A: VII, unless otherwise acceptable to the City.

Verification of Coverage

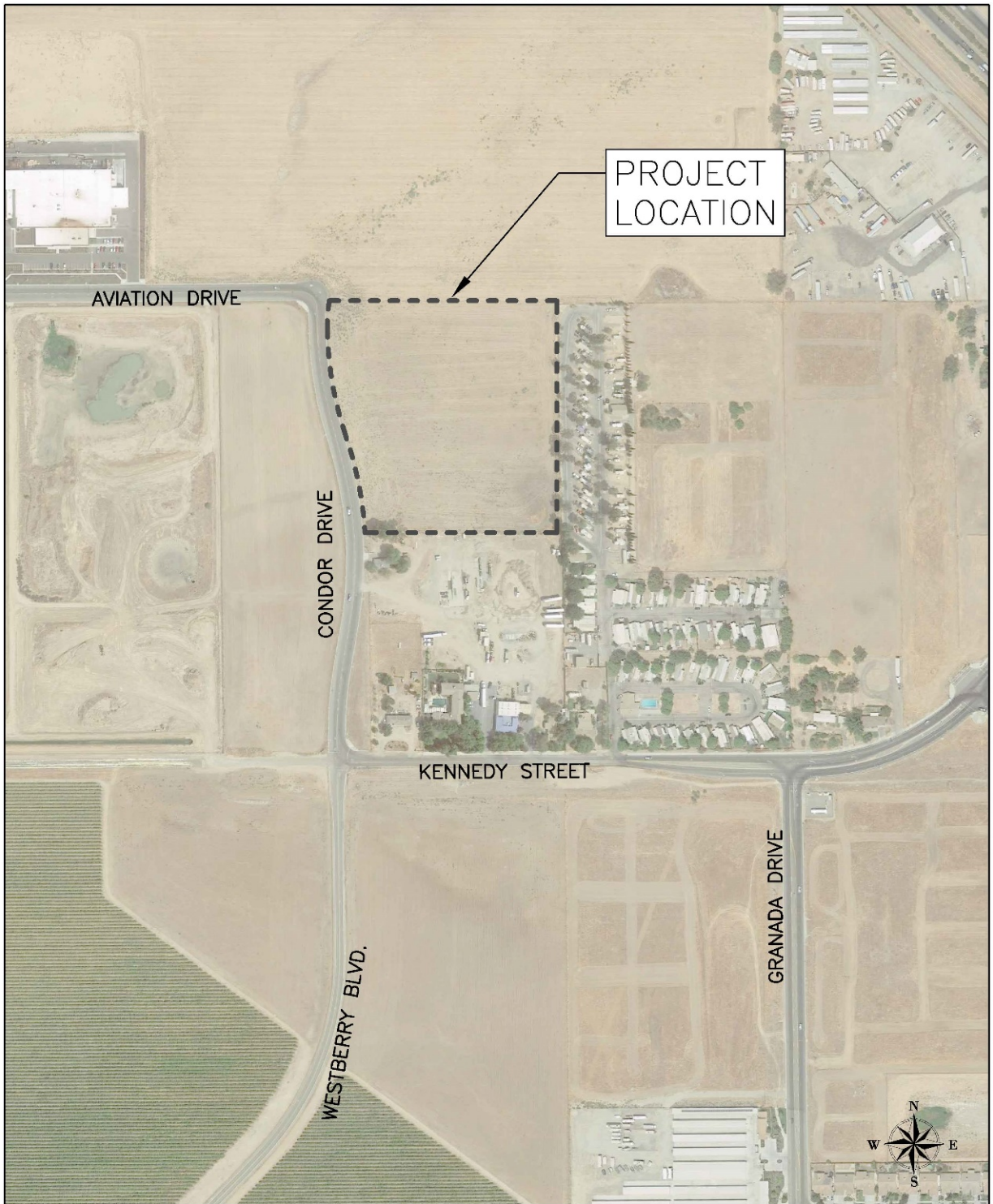
Contractor shall furnish the City with copies of original certificates and endorsements, including amendatory endorsements, effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences; however, failure to do so shall not operate as a waiver of these insurance requirements. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Attachment 2

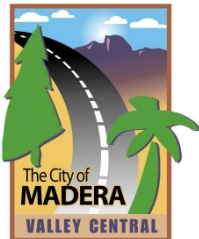
LOCATION MAP



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

FULL THROTTLE
SUSPENSION

DR BY: EP
CH BY: TL
DATE: 3/4/20
SCALE: NTS
SHT 1 OF 1



REPORT TO CITY COUNCIL

Approved by:

A handwritten signature in blue ink, appearing to read "Alicia Gonzales".

Alicia Gonzales, City Clerk

A handwritten signature in blue ink, appearing to read "Arnoldo Rodriguez".

Arnoldo Rodriguez, City Manager

Council Meeting of: August 4, 2021

Agenda Number: B-9

SUBJECT:

2021 Old Timers Day Parade Entry Form for City Participation

RECOMMENDATION:

Adopt a Minute Order authorizing submittal of the entry form and authorizing the Mayor to sign on behalf of the City the Hold Harmless Agreement for City Council participation in the Old Timers Day Parade scheduled September 25, 2021

SUMMARY:

The City Council has traditionally participated in the Old Timers Day Parade. The parade is one of Madera's most historic, and longest legacies. This year marks the parades 90th year of history. The Mayor and Councilmembers have used a variety of vehicles over the years as their parade entry with fire engines and police vehicles being the most common.

DISCUSSION:

Should the Council decide to participate in the parade, the parade organizers require that a Hold Harmless Agreement be signed and submitted with the entry application. The City Clerk will work with the Police and Fire Departments to arrange transportation during the parade.

FINANCIAL IMPACT:

The parade entry fee of \$75.00 is a budgeted expense.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

While this action is not specifically identified in the Vision and Action Plan; it is closely aligned with Strategy 317.4, develop, and encourage gatherings, festivals, and events.

ALTERNATIVES:

The Council may direct staff not to participate in the parade.

ATTACHMENTS:

1. Parade Entry Form and Hold Harmless Agreement

Category of Entries (SELECT ONE)

(see parade rules #5 & #6)

Class 1: Floats

- 1. Commercial
- 2. Youth Groups
- 3. Organizations

Class 2: Military Units

- 1. Drill Teams
- 2. Color Guard

Class 3: Bands

- 1. High School (over 1600 students)
- 2. High School (700-1599)
- 3. High School (100-699)
- 4. Junior High School

Class 4: Drill Teams (Non Military)

- 1. Auxiliary – Jr.
- 2. Auxiliary – Sr.

Class 5: Majorette/Drum Majors

- 1. Majorette, Peewee Group (3 or more)
- 2. Majorette, Single Junior
- 3. Majorette, Single Senior
- 4. Majorette, Jr. Group (3 or more)
- 5. Majorette, Sr. Group (3 or more)
- 6. Drum Major, Junior. High School
- 7. Drum Major, Senior High School

Class 6 Open Class

- 1. Future Horseman (ages 1 - 8)
Costume or Western
- 2. Junior Equestrian (ages 9 - 12)

Class 7: Divided Classes (Male & Female)

- 1. Mounted Group
- 2. Color Guard
- 3. Charro/Charra
- 4. Parade Horse or Pony
- 5. Charro/Charra Costume
- 6. Working Horse Western – Jr.
- 7. Working Horse Western – Sr.
- 8. Fancy Dressed Western – Jr.
- 9. Fancy Dressed Western – Sr.
- 10. Plain Western – Jr.
- 11. Plain Western – Sr.
- 12. Novelty – Fiesta (Jr. & Sr.)

Class 8: Hitch Classes

- 1. Horse
- 2. Pony
- 3. Mule

Class 9: Special Groups

- 1. Antique Auto
- 2. Antique Auto Group (3 or more)
- 3. Classic Auto
- 4. Classic Auto Group (3 or more)
- 5. Decorated Auto, Truck, Car, or Boat
- 6. Dune Buggy or 4-Wheel Drive
- 7. Comic
- 8. Street Rods
- 9. Motorcycle
- 10. Old Fire Trucks

Class 10: Youth Groups

- 1. Dance Group
- 2. Performing Gymnastics Group
- 3. Youth Comic
- 4. Scout Troops
- 5. Bike Group/Clubs
- 6. Cheer
- 7. Youth Activities-Other

Class 11: Non-Judged

- 1. Commercial
- 2. Political Individual/Group
- 3. Miscellaneous

Entry Fees:

Political	\$100.00
All Others	\$45.00
Late Fees (after 9/10/2021)	\$20.00
<i>No Entry Fee for Bands</i>	

Completed signed application and hold harmless agreement can be mailed or delivered to:

Old Timers' Day Parade
c/o Madera Chamber of Commerce
120 North E Street
Madera, CA 93638

Or email forms to:
District3@maderacounty.com

Please make checks payable to:
Madera Downtown Association

PARADE RULES

- 1. Parade starts at 10:00 a.m. SHARP!
- 2. Forward motion at all times. Units will be penalized for delay.
- 3. Maintain approximately 50 ft. between units.
- 4. NO throwing or distributing of candy or objects to spectators.
- 5. Junior Units are age 13 and under. (circle)
- 6. Senior Units are age 14 and older. (circle)
- 7. Bands should play often along route.
- 8. Identification numbers are to be placed in view of the judges (facing north).
- 9. Entries involving vehicles or animals must maintain control of same at all time.
- 10. Entries may enter in only one category.
- 11. Only one trophy awarded per entry.
- 12. Children under the age of 6 may not enter unless accompanied by a person 18 years of age or older.
- 13. Parade officials reserve the right to discharge any parade participant...
- 14. All vehicles participating in parade must be insured for liability.

PARADE GOES ON RAIN OR SHINE!

AWARDS CEREMONY

After the parade, and upon judges final tallying of scores, the Awards Ceremony will be held after the parade, at Courthouse Park.

AWARDS

1st, 2nd & 3rd Place categories receive trophies.

Bands: In addition to 1st, 2nd, and 3rd place trophies, the school who places 1st Overall (band, aux., and drum major) will receive \$200.00

Equestrian: All will be judged by CAHA judge. The 1st Overall equestrian will receive \$150.00, 2nd Overall will receive \$100.00 and 3rd Overall will receive \$50.00. Trophies will be awarded for all equestrian entries.

Questions??

Call: 559-474-9901

Email: district3@maderacounty.com



ENTRY FORM

2021 Old Timers' Day Parade
Saturday, September 25, 2021
Entries Close September 15, 2021

Organization Name _____

Authorized Representative _____

Address _____

City _____ Zip _____

Phone _____

Email _____

of Participants _____ # of Vehicles _____

Entry Type _____

(ex: Semi-Trailer/Car/Truck/Horses/Float/Harley)

Approx. length of entry _____

Amount Enclosed \$ _____

My signature certifies the category of entry in which to be judged. In entering this event, I agree to accept the decision of the duly appointed judges. I have read and agree to abide by all rules and regulations of the event. I agree to release the Madera Downtown Association, Madera Sunrise Rotary, and all their associates affiliates with this event from any, and all, responsibility for loss, damage, and/or personal injury to any person or property from any participation in this event. I also confirm that this entry holds a current liability insurance policy to cover event participation.

Signature of Authorized Representative _____



2021 Old Timers Day Parade

HOLD HARMLESS AGREEMENT

In submitting this application, the Applicant (organization/group name) _____, and its agents and those assigned, agrees to release and hold harmless the, Madera Downtown Association, City of Madera, Madera Sunrise Rotary Club, and their directors, members, employees, volunteers, and other representatives, and to promptly indemnify same, from and against any and all claims, actions, damages, liability of every typed and nature, including all costs and legal expenses incurred by the applicant or any other party, by reason of any activity arising under, or in connection with the applicant's participation in the Old Timers Day Parade including but not limited to loss of life, personal injury, and/or damage to property arising from, or out, of any occurrence, omission, or activity to such participation. In the event Madera Downtown Association, City of Madera, and Madera Sunrise Rotary Club shall be made a party to any litigation by or against the Applicant, then the Applicant shall hold the Madera Downtown Association, City of Madera, and Madera Sunrise Rotary Club harmless and shall pay all cost, expenses and attorney's fees incurred or paid by them in connection with such litigation. In signing below, I verify that in consideration of your acceptance of this entry, I intend to be legally bound myself , my heirs, executors and administrators, waive and release any and all rights I may have against Madera Downtown Association, City of Madera, and Madera Sunrise Rotary Club, and all other associated sponsors, promoters, and agents for any and all injuries suffered by me in conjunction with/and or arising in and out of my traveling to, participate in, and returning from Old Timers Day Parade.

By signing this document, the applicant certifies that they have read, understand and will comply with the Old Timers Day Parade Rules and Regulations. The applicant further certifies that all members participating in the unit identified in the application have been advised of and are knowledgeable of said rules and regulations and have agreed to comply with them. The applicant further agrees to hold harmless, the Madera Downtown Association, City of Madera, Madera Sunrise Rotary Club and its designated representatives, volunteers and sponsors, for all claims, damages and liability arising from any injury associated with the parade in all manner.

THIS HOLD HARMLESS AGREEMENT MUST BE SIGNED OR THE APPLICANT WILL NOT BE ADMITED TO THE PARADE.

I agree to the Hold Harmless Agreement.

SIGNATURE OF AUTHORIZED REPRESENTATIVE TO GIVE CONSENT:

Print Name of AUTHORIZED REPRESENTATIVE TO GIVE CONSENT

Date _____



**The Madera Downtown Association & Madera Sunrise Rotary
2021 Old Timers' Day Parade
SATURDAY, SEPTEMBER 25, 2021 AT 10:00 A.M.**

Entries due by September 15, 2021

Announcers Script Information

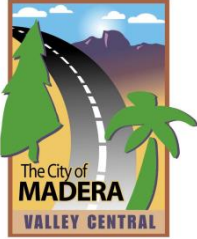
Please tell us a little about your entry, your past awards, and other parades you've been involved in. If your entry is a float, please tell us who built it, the name of your sponsors, etc. This information will be read by the parade announcer and will be used in the pre-parade publicity. Please limit your script to 50 words. We will edit your script if necessary.

Your entry will be final when all paperwork; entry form, hold harmless agreement, publicity information sheet, and payment has been submitted. After completion of parade application forms, please make a copy for your records.

Mail or deliver your completed entry form, with payment (Cash, Check, or Credit Card, to:

**Madera Old Timers' Day Parade c/o Madera Chamber of Commerce
120 N. E St. Madera, CA 93638
Or email forms to: district3@maderacounty.com**

**Please contact the parade organizer with any questions at:
District3@maderacounty.com or [\(559\) 474-9901](tel:(559)474-9901)**



REPORT TO CITY COUNCIL

Approved by:


Arnaldo Rodriguez, City Manager

Council Meeting of: August 4, 2021

Agenda Number: B-10

SUBJECT:

Farm Workforce Modernization Act of 2021 Letter of Support

RECOMMENDATION:

Approve Minute Order Approving a Letter in Support of Proposed Changes to Farm Workforce Modernization Act of 2021

SUMMARY:

On March 18, 2021, the U.S. House of Representatives passed the Farm Workforce Modernization Act of 2021. This bill contains provisions related to undocumented employees, including provisions establishing a certified agricultural worker (CAW) status and changing the H-2A temporary worker program. The Department of Homeland Security (DHS) may grant CAW status to an undocumented employee that:

- Performed at least 1,035 hours of agricultural labor during the two-year period prior to March 8, 2021
- On that date was inadmissible, deportable, or under a grant of deferred enforced departure or temporary protected status
- Has been continuously present in the United States from that date until receiving CAW status

CAW status shall be valid for 5.5 years and may be extended. An person with a pending application may not be detained or removed by DHS and shall be authorized for employment until DHS makes a final decision on the application.

DISCUSSION:

The U.S. House of Representative’s version of the legislation does not include employees of packing houses or processing facilities under the definition of “agricultural labor or services.”

Packing houses and processing plants are a vital economic sector in our community. They provide our residents with good-paying jobs. It would be unfair for these workers who are sorting, packing, or processing agriculture commodities to have to resign from these agricultural jobs to seek another that meets the legislation's current definition of agricultural labor or services.

Packing house and processing plant employees are vital to our communities and our economies here in the Central Valley. The Council has long recognized and stood with the hard-working employees who make up the Valley's agricultural labor force. Should such employees not be included, it could prove disastrous for many families in our community.

FINANCIAL IMPACT:

Submittal of the support letter provides no direct financial impact to the City.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

ALTERNATIVES:

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

ATTACHMENTS:

1. Support Letter Addressed to the Honorable Dianne Feinstein, United States Senator
2. Support Letter Addressed to the Honorable Alex Padilla, United States Senator



August 4, 2021

The Honorable U. S. Senator Dianne Feinstein
331 Senate Hart Office Building
Washington, D. C. 20510

RE: Farm Workforce Modernization Act of 2021 Letter of Support

Dear Senator Feinstein,

The City of Madera is grateful for the approval of the Farm Workforce Modernization Act of 2021 by the United States House of Representatives. We are optimistic that it will pass the Senate, particularly given the demonstrated importance of undocumented farmworkers and other agricultural employees during the COVID-19 pandemic. However, in its present form, the law excludes a significant portion of our undocumented agricultural workforce, including those employed in packing houses and processing facilities.

Packing houses and processing plants are an important part of our community's economy. They provide good-paying jobs for our residents. It would be unfair for these workers who sort, pack, or process agricultural commodities to be forced to resign from their current jobs in order to find another that meets the current legislation's definition of agricultural labor or services. They, too, work long and arduous hours, particularly during peak season. Work done, whether that be in the field, packing houses, or at processing plants, is vital to the agricultural industry.

In this push to legalize the agricultural workforce, dreamers must not be forgotten. Many Dreamers in our community have parents who work in agriculture. The failure to move forward without legislation for Dreamers jeopardizes their future. A court's ruling or a new President of the United States could take away everything they have worked so hard for. Educators, doctors, lawyers, and workers in almost every field could be affected.

The City of Madera respectfully requests that the Farm Workforce Modernization Act of 2021 be amended to include employees who work in packing houses and processing plants, and that legislation for Dreamers be passed concurrently.

Sincerely,

Mayor Santos Garcia
City of Madera



August 4, 2021

The Honorable U. S. Senator Alex Padilla
B03 Russell Senate Office Building
Washington, D. C. 20510

RE: Farm Workforce Modernization Act of 2021 Letter of Support

Dear Senator Padilla,

The City of Madera is grateful for the approval of the Farm Workforce Modernization Act of 2021 by the United States House of Representatives. We are optimistic that it will pass the Senate, particularly given the demonstrated importance of undocumented farmworkers and other agricultural employees during the COVID-19 pandemic. However, in its present form, the law excludes a significant portion of our undocumented agricultural workforce, including those employed in packing houses and processing facilities.

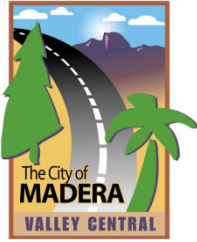
Packing houses and processing plants are an important part of our community's economy. They provide good-paying jobs for our residents. It would be unfair for these workers who sort, pack, or process agricultural commodities to be forced to resign from their current jobs in order to find another that meets the current legislation's definition of agricultural labor or services. They, too, work long and arduous hours, particularly during peak season. Work done, whether that be in the field, packing houses, or at processing plants, is vital to the agricultural industry.

In this push to legalize the agricultural workforce, dreamers must not be forgotten. Many Dreamers in our community have parents who work in agriculture. The failure to move forward without legislation for Dreamers jeopardizes their future. A court's ruling or a new President of the United States could take away everything they have worked so hard for. Educators, doctors, lawyers, and workers in almost every field could be affected.

The City of Madera respectfully requests that the Farm Workforce Modernization Act of 2021 be amended to include employees who work in packing houses and processing plants, and that legislation for Dreamers be passed concurrently.


Sincerely,

Mayor Santos Garcia
City of Madera



REPORT TO CITY COUNCIL, MADERA PUBLIC FINANCING AUTHORITY AND MADERA SUCCESSOR AGENCY

Approved by:



Roger Sanchez, Director of Financial Services



Arnaldo Rodriguez, City Manager

Council Meeting of: August 4, 2021

Agenda Number: B-11

SUBJECT:

Consulting Services Agreement with Hawkins Delafield & Wood LLP

RECOMMENDATION:

Adopt a resolution approving an Agreement between the City, Madera Public Financing Authority, Successor Agency, and Hawkins Delafield & Wood LLP to Prepare the Arbitrage Analysis Rebate Reports for the Fiscal Years (FY) 2021/22 through 2021/24

SUMMARY:

The City of Madera (City), Madera Public Financing Authority (Authority), and Madera Successor Agency (Agency) have five outstanding tax-exempt bonds that require that the earnings on the bond funds held by the trustee be analyzed periodically to determine whether the earnings have exceeded the Internal Revenue Service (IRS) rules' threshold. If the City bond earnings exceed the IRS earnings rules, the City may be required to pay back a portion of those earnings to the IRS. The arbitrage analysis reports measure the earnings and identify any potential liability the City, Authority, and/or Agency may have.

DISCUSSION:

The City, through a Joint Powers Agreement (JPA) with the Authority, has issued three (3) bonds, the City has issued one (1) special tax bond, and the Agency has one (1) tax allocation bond, all of which require arbitrage calculations be completed on a periodic basis. The following is a table of the relevant outstanding bonds and arbitrage reporting requirements.

Table 1: Outstanding Bonds Requiring Arbitrage Analysis Reports

<i>Bond Issue</i>	<i>Amount of Original Issue</i>	<i>Report Frequency</i>
2019 Lease Revenue Bond – Fire Station (City/Authority)	\$4,005,000	Annual
2019 Water Refunding Bond (City/Authority)	\$9,016,903	5 years
2015 Water/Wastewater Refunding Bonds (City/Authority)	\$30,140,000	Annual
2018A Successor Agency Tax Allocation Bonds (Agency)	\$31,140,000	Annual
2018 Community Facilities District 2006-1 (City)	\$2,452,228	5 years

Arbitrage is earned when the proceeds of a tax-exempt bond issue are used to acquire investments that earn a yield in excess of the bond yield (or arbitrage yield), the average yield issuers pay to their bondholders. Liabilities are measured by computing the excess amount earned on investments over the amount that would have been earned if the proceeds were invested at the bond yield. Unless the issuer can apply an exception or exemption to the arbitrage rebate and yield restriction requirements, excess earnings must be rebated to the IRS.

BNY Mellon, the trustee for the City's bonds, currently prepares the City's arbitrage rebate analysis reports. However, BNY is eliminating their arbitrage department and will no longer provide these services. The City paid BNY \$1,500 per report for the last several years.

A Request for Quote (RFQ) was sent out on June 10, 2021 to five (5) consultants and posted on the City's website. The City received 6 responses, with estimated fees quoted as follows:

Table 2: Responding Consultants and Estimated Fee Quote for Services

<i>Consultant</i>	<i>Quote – 5 year total</i>	<i>Ranking</i>
Hawkins, Delafield & Wood	\$20,950	1
BLX Group, LLC	\$26,400	2
Hilltop Securities	\$27,750	3
Kutak Rock, Attorneys at Law	\$28,250	4
PFM Asset Management	\$29,500	5
Arbitrage Compliance Specialist	\$11,350	6

Staff recommends Hawkins Delafield & Wood LLP (Hawkins) as the consultant to prepare the City's arbitrage reports for the City's bond issuances. Hawkins provided a comprehensive proposal, detailing the firm's process for analyzing and preparing the reports. They are a nationwide law firm with extensive experience in municipal bond debt and a leading bond counsel firm. As a national law firm, Hawkins has access to attorneys and CPAs with relevant tax and municipal bond expertise.

The City received several proposals that were competitive with similar resources and expertise. However, Hawkins provided a comprehensive proposal with a competitive cost. Additionally,

they have programs to train clients on post-issuance compliance, which is designed to assist municipalities maintain compliance with the IRS regulations.

FINANCIAL IMPACT:

The estimated fees, which include some additional funding for potential analysis and legal work, are funded by the Fund/Org in which the subject bond is accounted and paid for, as follows:

Table 3: Budget/Fund Appropriation: 07/01/21-22 through 07/01/25-26 (5 years)		
<i>Bond Issue</i>	<i>Fund</i>	<i>Amount</i>
2019 Lease Revenue Bond – Fire Station (City/Authority)	Measure K	\$8,000
2019 Water Refunding Bond (City/Authority)	Water	\$3,000
2015 Water/Wastewater Refunding Bonds (City/Authority)	Water and Sewer	\$4,000 \$4,000
2018A Successor Agency Tax Allocation Bonds (Agency)	Successor Agency	\$8,000
2018 Community Facilities District 2006-1 (City)	CFD 2006-1	\$3,000
Total Contract Amount for 5 Years		\$30,000

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

ALTERNATIVES:

Council may direct staff to award an agreement to a different firm or to provide additional information and continue the item to a future meeting.

ATTACHMENTS:

1. Resolution
 - a. Consulting Services Agreement with Hawkins Delafield & Wood LLP

RESOLUTION NO. _____
MPFA RES. NO. _____
SA RES. NO. _____

JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, MADERA PUBLIC FINANCING AUTHORITY AND SUCCESSOR AGENCY APPROVING AN AGREEMENT WITH HAWKINS DELAFIELD & WOOD LLP TO PREPARE THE ARBITRAGE ANALYSIS REBATE REPORTS FOR CITY, THE PUBLIC FINANCING AUTHORITY AND THE SUCCESSOR AGENCY FOR THE FISCAL YEARS (FY) 2021/22 THROUGH FY 2023/24

WHEREAS, the City of Madera, the Public Financing Authority and the Successor Agency have a responsibility to monitor the earnings on the proceeds of certain tax-exempt bonds and calculate arbitrage rebate liability; and

WHEREAS, the firm of Hawkins Delafield & Wood LLP engaged in a competitive Request for Quotes from firms who conduct such services; and

WHEREAS, the firm of Hawkins Delafield & Wood LLP submitted a quote and was ranked number 1 in the review process; and

WHEREAS, Hawkins Delafield & Wood LLP has considerable experience in preparing arbitrage analysis rebate reports; and

WHEREAS, the prices proposed for services as indicated in the agreement from Hawkins Delafield & Wood LLP are found to be fair and reasonable.

NOW THEREFORE, THE COUNCIL OF THE CITY OF MADERA AND THE BOARD OF DIRECTORS OF THE PUBLIC FINANCING AUTHORITY AND SUCCESSOR AGENCY does hereby resolve, find and order as follows:

1. The above recitals are true and correct.
2. The Agreement between the City of Madera, Madera Public Financing Authority and Successor Agency and Hawkins Delafield & Wood LLP in an amount not to exceed a total of \$30,000 for five (5) years, a copy of which is attached to this resolution and incorporated by reference, is hereby approved.
3. The Mayor is hereby authorized to execute the Agreement with Hawkins Delafield & Wood LLP.
4. The resolution is effective immediately upon adoption.

AGREEMENT
FOR CONSULTING SERVICES BETWEEN THE CITY OF MADERA, MADERA PUBLIC FINANCING
AUTHORITY, CITY OF MADERA SUCCESSOR AGENCY AND HAWKINS DELAFIELD & WOOD LLP TO
PREPARE THE ARBITRAGE REBATE ANALYSIS REPORTS FOR CITY OF MADERA, FINANCING AUTHORITY
AND SUCCESSOR AGENCY FOR FISCAL YEARS 2021 THROUGH 2026

This Consulting Services Agreement (“Agreement”) is made and entered into on this 4th day of August between the City of Madera, a city under the laws of the State of California, the Madera Public Financing Authority, and the City of Madera Successor Agency hereinafter collectively referred to as “City” and Hawkins Delafield & Wood LLP (“Consultant”).

RECITALS

WHEREAS, the City, the Madera Public Financing Authority, and the City of Madera Successor Agency require ongoing Arbitrage Rebate Analysis Services (hereinafter referred to “Services”); and,

WHEREAS, Consultant is qualified to provide the service of preparing said Arbitrage Rebate Analysis Services.

AGREEMENT

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

I. SCOPE OF SERVICES

1.1 General Scope of Services

Consultant shall provide Services related to the City. Services shall be completed in accordance with the arbitrage reporting requirements as outlined in the outstanding bond issues and Federal Internal Revenue Code and will include, but not limited to, all other duties and responsibilities as set forth in the Scope of Work attached hereto as Exhibit “A” and incorporated herein by this reference.

Each report will include all data required under Federal Internal Revenue Code and the terms for measuring arbitrage rebate outlined in the bond documents. The consultant will provide the City with the reports pursuant to the terms of the arbitrage reporting requirements.

1.2 Term

The term of Agreement shall begin on August 4, 2021 and continue for a five-year term through August 4, 2026, or until terminated by City or Consultant pursuant to the provisions of this Agreement.

II. COMPENSATION

Services shall be compensated on a per report basis in accordance with the estimated fee schedule as follows:

Fee per Annual Report	\$ 950
Fee per Five Year Report	\$ 2,550

Incremental Fees for Other Services (if applicable):

- Commingled Fund Analysis Fee \$ 150
- Extended Computation Periods \$ 400
- Transferred Proceeds Analysis Fee \$ 150
- Universal Cap Analysis Fee \$ 150
- Debt Service Fund Test Fee \$ 150
- Yield Restriction Analysis Fee \$ 150

Legal advice for extraordinary circumstances, such as in the event of an IRS audit or examination, will be billed on an hourly basis as follows:

Descriptions	Hourly Rates
Tax Partner	\$650
Tax Associate	\$425
FAS Director	\$400
FAS Associate Director	\$350
FAS Consultant	\$200
FAS Financial Analyst	\$150
FAS Administrative Assistant	\$100

III. METHOD OF PAYMENT

Consultant shall submit an invoice within thirty days of performing services stating the amount owed. Invoices are a per report basis.

Payment of the invoice will be made after acceptance by the City. Such acceptance shall not be unreasonably withheld.

IV. INDEMNIFICATION AND INSURANCE

4.1 Indemnity

Consultant shall indemnify, defend, and hold harmless the City, its officers, employees, agents and volunteers ("City indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Consultant's performance of its obligations under this agreement or out of

the operations conducted by Consultant, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Consultant's performance of this agreement, the Consultant shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

4.2 Insurance

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

Minimum Scope and Limits of Insurance

Consultant shall maintain limits no less than:

- **\$2,000,000 General Liability** (including operations, products and completed operations) per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO form CG 20 10 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and **\$1,000,000 Employer's Liability** per accident for bodily injury or disease. Consultant shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, it's 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 or Fitch Rating Guide.

Waiver of Subrogation

Except for professional Liability Insurance, 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.

V. TERMINATION

This contract may be terminated by either party on thirty (30) days written notice to the other. The City and Agency shall compensate Consultant for services performed and expenses incurred prior to the date of transmittal or receipt of said written notice.

VI. ATTORNEY'S FEES AND COSTS

In any litigation, arbitration or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, each party shall bear its own attorney fees, together with any costs and expenses to resolve the dispute and to enforce the final judgement.

VII. NOTICES

All notices that are required to be given by one to the other under this Agreement shall be in writing to the other part.

City of Madera, Madera Public Financing Authority and Successor Agency
Attn: Finance Services Director
205 West Fourth Street
Madera, CA 93637
(559) 661-5453

Hawkins Delafield & Wood LLP
Attn: Takashi Iwata
One Embarcadero Center
San Francisco, CA 94111
(415) 486-4200

VIII. INDEPENDENT CONTRACTOR

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

IX. COMPLIANCE WITH LAWS

In the performance of this Agreement, Consultant shall comply with all applicable local, state, federal laws and regulations and laws referenced in this section.

- 9.1 Laws Incorporated by Reference. The full text of the laws listed in this Section, including enforcement and penalty provisions, are incorporated by reference into this Agreement.
- 9.2 Conflict of Interest. By executing this Agreement, Consultant certifies that it does not know of any fact which constitutes a violation of Title 9, Chapter 7 of the California Government Code (Section 87100 et seq.) or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 et seq.) and further agrees promptly to notify the City if it becomes aware of any such fact during the term of this Agreement.

- 9.3 Proprietary Information. In the performance of Services, Consultant may have access to City's proprietary or confidential information, the disclosure of which to third parties may damage City. If City discloses proprietary or confidential information to Consultant, such information must be held by Consultant in confidence and used only in performing the Agreement. Consultant shall exercise the standard of care to protect such information as a reasonably prudent Consultant would use to protect its own proprietary or confidential information.
- 9.4 Nondiscrimination Requirements. Consultant shall comply with all state and federal laws in the administration of this Agreement.
- 9.5 Alcohol and Drug-Free Workplace. City reserves the right to deny access to, or require Consultant to remove from, City facilities personnel of any Consultant or subcontractor who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City's ability to maintain safe work facilities or to protect the health and well-being of City employees and the general public. City shall have the right of final approval for the entry or re-entry of any such person previously denied access to, or removed from, City facilities. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for which the individual lacks a valid prescription. Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol.
- 9.6 Public Records Act. Consultant acknowledges that this Agreement and all records related to its formation, Consultant's performance of services, and City's payment are subject to the California Public Records Act, (California Government Code Section 6250 et seq.). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state, or local law.

X. MISCELLANEOUS

- 10.1 Governing Laws. The laws of the State of California shall govern the rights and obligations of the parties under this Agreement, including the interpretation of the Agreement. If any part of the Agreement is adjudged to be invalid or unenforceable, such invalidity shall not affect the full force and effect of the remainder of the Agreement.
- 10.2 Assignment. Neither the City nor the Consultant will assign its interest in this Agreement without the written consent of the other.
- 10.3 Venue. The formation, interpretation, and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this Agreement shall be the County of Madera.
- 10.4 Entire Agreement. This Agreement and the attachments and exhibits incorporated herein, represents the entire agreement and understanding between the parties. Any modifications to this Agreement shall be in writing and signed by authorized representatives of the parties. One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant.

The City and Hawkins Delafield and Wood LLP have executed this Agreement as of the date set

ATTEST:

**CITY OF MADERA/MADERA PUBLIC
FINANCING AUTHORITY/SUCCESSOR
AGENCY**

CITY CLERK of the City of
Madera, California

By: _____
Its: _____
Dated: _____, 2021

Approved as to form:

CONSULTANT

City Attorney

By: _____
Its: _____
Dated: _____, 2021

EXHIBIT "A"

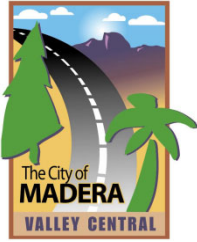
SCOPE OF SERVICES

CONSULTANT provides services as follows:

1. Review key features of the bond transcripts for the following bond issues:


Table 1. Outstanding Bonds Requiring Arbitrage Analysis Reports		
<i>Bond Issue</i>	<i>Amount of Original Issue</i>	<i>Report Frequency</i>
2019 Lease Revenue Bond – Fire Station (Authority)	\$ 4,005,000	Annual
2019 Water Refunding Bond (Authority)	\$ 9,016,903	5 years
2015 Water/Wastewater Refunding Bonds (Authority)	\$ 30,140,000	Annual
2018A Successor Agency Tax Allocation Bonds (Agency)	\$ 31,140,000	Annual
2018 Community Facilities District 2006-1 (City)	\$ 2,452,228	5 years

2. Conduct core analysis of each debt issuance to determine arbitrage yield and consider rebate exceptions.
3. Provide Arbitrage Compliance Report that summarizes assumptions and result of the arbitrage rebate calculations. Report will also include Hawkins Tax Opinion that the methodology used in the calculations is in conformance with the Code and Federal tax regulations.
4. Prepare and provide detailed instructions on filling IRS forms.



REPORT TO CITY COUNCIL AND MADERA PUBLIC FINANCING AUTHORITY

Approved by:



 Roger Sanchez, Director of Financial Services



 Arnoldo Rodriguez, City Manager

Council Meeting of: August 4, 2021

Agenda Number: B-12

SUBJECT:

Consulting Services Agreement with Thales Consulting, Inc.

RECOMMENDATION:

Adopt the resolution approving a Consulting Services Agreement between the City, Madera Public Financing Authority and Thales Consulting, Inc. for three fiscal years totaling \$13,500 to prepare and file the City Financial Transaction Report, the Financing Authority Special District Report, and the Annual Transit Report.

BACKGROUND:

Every City and Special District is required to report its financial transactions annually to the State Controller's Office. In addition, the City is required to file a Financing Authority Special District Report and an Annual Transit Report. It is recommended Council approve a Consulting Services Agreement with Thales Consulting to prepare and file the indicated reports on behalf of the City. The proposed agreement is for three (3) years at a total cost of \$4,500 each year for the reports.

DISCUSSION

The City may elect to file the City Financial Transaction Report, Financing Authority Special District Report, and Annual Transit Report through an independent auditor, via consultant, or even by using City staff members. In reviewing available options, it is staff's opinion that retaining a consultant continues to be the best and most cost-efficient method for the preparation of the necessary reports. Thales Consulting, Inc., has prepared the subject reports for the City since 2012. The previous agreement with Thales Consulting, Inc. expired after preparation of the FY 2019/2020 reports.

Review and selection were done in accordance with the City's purchasing policies as it relates to the hiring of consultants for this type of work. Three firms were contacted for a price quote, however two declined to quote as they offer these consulting services only to their audit clients. Based upon our findings it is recommended that the Council approve an agreement with Thales

Consulting, Inc., to prepare the required reports for the fiscal years 2020/2021, 2021/2022, and 2022/2023.

FINANCIAL IMPACT:

The cost to prepare the reports is \$4,500 each, and \$13,500 total for all three years. Adequate funds have been appropriated for the FY 2020/2021 reports in the current budget for the Finance Department in the Contracted Services account. Table 1 provides a summary of the proposed fees.

Table 1: Synopsis of Fees to Prepare Required Reports			
Report Name	FY 2020/21*	FY 2021/22	FY 2022/23
City Financial Transactions Report	\$3,300	\$3,300	\$3,300
Transit Report	\$800	\$800	\$800
Financing Authority Transaction Report	\$400	\$400	\$400
Total Cost	\$4,500	\$4,500	\$4,500

**Year noted is year of report, not City budget year. Reports for a particular Fiscal Year are prepared and submitted in the following Fiscal Year.*

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

ALTERNATIVES:

Council may direct staff to find another consultant or prepare the reports internally.

ATTACHMENTS:

1. Resolution
 - a. Agreement for Consulting Services between the City, Madera Public Financing Authority, and Thales Consulting, Inc.

RESOLUTION NO. _____
MPFA RES. NO. _____

**JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, AND MADERA PUBLIC FINANCING AUTHORITY APPROVING AN
AGREEMENT WITH THALES CONSULTING, INC. TO PREPARE AND FILE CITY'S
FINANCIAL TRANSACTIONS REPORT, FINANCING AUTHORITY SPECIAL DISTRICT
REPORT, AND ANNUAL TRANSIT REPORT FOR FISCAL YEARS 2020/21,
2021/2022 AND 2022/2023**

WHEREAS, the City of Madera and the Public Financing Authority have a responsibility to provide certain reports relating to financial transactions, financing authority and transit to the State of California; and

WHEREAS, the City contacted three firms; and

WHEREAS, two of the three firms declined to provide a quote; and

WHEREAS, the firm of Thales Consulting, Inc. has agreed to provide the necessary reporting services in accordance with the terms of the Agreement; and

WHEREAS, Thales Consulting, Inc. has prepared the above reports for the City of Madera and the Public Financing Authority since FY 2012/2013; and

WHEREAS, the prices proposed for services as indicated in the agreement from Thales Consulting, Inc. are found to be fair and reasonable.

NOW THEREFORE, THE COUNCIL OF THE CITY OF MADERA AND THE BOARD OF DIRECTORS OF THE PUBLIC FINANCING AUTHORITY do hereby resolve, find and order as follows:

1. The above recitals are true and correct.
2. The Consulting Services Agreement between the City of Madera, Madera Public Financing Authority and Thales Consulting, Inc., in an amount not to exceed \$13,500, a copy of which is attached to this resolution as Exhibit 1 and incorporated by reference is hereby approved.
3. The Mayor is hereby authorized to execute the agreement with Thales Consulting, Inc.
4. The resolution is effective immediately upon adoption.

AGREEMENT

FOR CONSULTING SERVICES BETWEEN THE CITY OF MADERA, MADERA PUBLIC FINANCING AUTHORITY AND THALES CONSULTING, INC. TO PREPARE AND FILE CITY'S FINANCIAL TRANSACTION REPORT FOR THE CITY OF MADERA, FINANCING AUTHORITY SPECIAL DISTRICT REPORT AND ANNUAL TRANSIT REPORT FOR FISCAL YEARS 2020/21, 2021/22 AND 2022/23

This Consulting Services Agreement ("Agreement") is made and entered into on this 4th day of August between the City of Madera, a city under the laws of the State of California, and the Madera Public Financing Authority hereinafter collectively referred to as "City" and Thales Consulting, Inc. ("Consultant").

RECITALS

WHEREAS, the City and the Madera Public Financing Authority are required to provide certain financial transaction and transit reports to the State Controller's Office pursuant to Government Code Section 53891; and

WHEREAS, the City has the authority to contract for said services through a designated individual or entity; and

WHEREAS, Consultant is qualified to provide the services of preparing said financial transaction and transit reports, hereinafter referred to as "Services".

AGREEMENT

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

I. SCOPE OF SERVICES

1.1 General Scope of Services

Consultant shall provide Services related to the City and Authority. Services shall be completed in accordance with the State Controller's guidelines and will include, but not be limited to, all other duties and responsibilities as set forth in the Scope of Work attached hereto as Exhibit A and incorporated herein by this reference.

1.2 Term

The term of Agreement shall begin on August 4, 2021 and continue until the reports for fiscal year ending June 30, 2024 have been completed and filed, or until terminated by City or Consultant pursuant to the provisions of this Agreement.

II. COMPENSATION

Services shall be compensated on a per report basis in accordance with the fee schedule as follows:

Report Name	FY 2020/21	FY 2021/22	FY 2022/2023	Total
City Financial Transaction Report	\$ 3,300	\$ 3,300	\$ 3,300	\$ 9,900
Financing Authority Transaction Rpt	\$ 800	\$ 800	\$ 800	\$ 2,400
Annual Transit Report	\$ 400	\$ 400	\$ 400	\$ 1,200
Total amount each fiscal year	\$ 4,500	\$ 4,500	\$ 4,500	\$13,500

III. METHOD OF PAYMENT

Consultant shall submit an invoice within thirty days of performing services stating the amount owed. Invoices are a per report basis.

Payment of the invoice will be made after acceptance by the City. Such acceptance shall not be unreasonably withheld.

IV. INDEMNIFICATION AND INSURANCE

4.1 Indemnity

Consultant shall indemnify, defend, and hold harmless the City, its officers, employees, agents and volunteers (“City indemnitees”), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels’ fees and costs of litigation (“claims”), arising out of the Consultant’s performance of its obligations under this agreement or out of the operations conducted by Consultant, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Consultant’s performance of this agreement, the Consultant shall provide a defense to the City indemnitees, or at the City’s option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels’ fees, incurred in defense of such claims.

4.2 Insurance

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

Minimum Scope and Limits of Insurance

Consultant shall maintain limits no less than:

- \$2,000,000 **General Liability** (including operations, products and completed operations) per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO form CG 20 10 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and \$1,000,000 **Employer's Liability** per accident for bodily injury or disease. Consultant shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.
- \$1,000,000 **Professional Liability (Errors & Omissions)** per claim and in the aggregate. Consultant shall maintain professional liability insurance that insures against professional errors and omission that may be made in performing the Services to be rendered in connection with this Agreement. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement. The cost of such insurance shall be included in Consultant's bid.

Maintenance of Coverage

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

Proof of Insurance

Consultant shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

Acceptable Insurers

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

Waiver of Subrogation

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

Enforcement of Contract Provisions (non estoppel)

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

Specifications not Limiting

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

Notice of Cancellation

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

Self-insured Retentions

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

Timely Notice of Claims

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

Additional Insurance

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

V. TERMINATION

This contract may be terminated by either party on thirty (30) days written notice to the other. The City and shall compensate Consultant for services performed and expenses incurred prior to the date of transmittal or receipt of said written notice.

VI. ATTORNEY'S FEES AND COSTS

In any litigation, arbitration or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under

this Agreement, each party shall bear its own attorney fees, together with any costs and expenses to resolve the dispute and to enforce the final judgement.

VII. NOTICES

All notices that are required to be given by one to the other under this Agreement shall be in writing to the other part.

City of Madera and Madera Public Financing Authority
Attn: Financial Services Director
205 West Fourth Street
Madera, CA 93637
(559) 661-5453

Thales Consulting, Inc.
Attn: Joe Stimac
980 Ninth Street
Sixteenth Floor, PMB 1604
Sacramento, CA 95814
(530) 979-1648

VIII. INDEPENDENT CONTRACTOR

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

IX. COMPLIANCE WITH LAWS

In the performance of this Agreement, Consultant shall comply with all applicable local, state, federal laws and regulations and laws referenced in this section.

- 9.1 Laws Incorporated by Reference. The full text of the laws listed in this Section, including enforcement and penalty provisions, are incorporated by reference into this Agreement.
- 9.2 Conflict of Interest. By executing this Agreement, Consultant certifies that it does not know of any fact which constitutes a violation of Title 9, Chapter 7 of the California Government Code (Section 87100 et seq.) or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 et seq.) and further agrees promptly to notify the City if it becomes aware of any such fact during the term of this Agreement.
- 9.3 Proprietary Information. In the performance of Services, Consultant may have access to City's proprietary or confidential information, the disclosure of which to third parties may damage City. If City discloses proprietary or confidential information to Consultant, such information must be held by Consultant in confidence and used only in performing the Agreement. Consultant shall exercise the standard of care to protect such information as a reasonably prudent Consultant would use to protect its own proprietary or confidential information.
- 9.4 Nondiscrimination Requirements. Consultant shall comply with all state and federal laws in the administration of this Agreement.
- 9.5 Alcohol and Drug-Free Workplace. City reserves the right to deny access to, or require Consultant to remove from, City facilities personnel of any Consultant or subcontractor who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City's ability to maintain safe work facilities or to protect the health and well-being of City employees and the general public. City shall have the right of final approval for the entry or re-entry of any such person previously denied access to, or removed from, City facilities. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for which the individual lacks a valid prescription. Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol.
- 9.6 Public Records Act. Consultant acknowledges that this Agreement and all records related to its formation, Consultant's performance of services, and City's payment are subject to the California Public Records Act, (California Government Code Section 6250 et seq.). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state, or local law.

X. MISCELLANEOUS

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

- 10.2 Assignment. Neither the City nor the Consultant will assign its interest in this Agreement without the written consent of the other.
- 10.3 Venue. The formation, interpretation, and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this Agreement shall be the County of Madera.
- 10.4 Entire Agreement. This Agreement and the attachments and exhibits incorporation herein, represents the entire agreement and understanding between the parties. Any modifications to this Agreement shall be in writing and signed by authorized representatives of the parties. One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant.

The City, Authority, and Thales Consulting, Inc. have executed this Agreement as of the date set forth above.

ATTEST:

 CITY CLERK of the City of
 Madera, California

Approved as to legal form:

 City Attorney

**CITY OF MADERA/MADERA PUBLIC
 FINANCING AUTHORITY**

By: _____

Its: _____

Dated: _____, 2021

CONSULTANT

By: _____

Its: _____

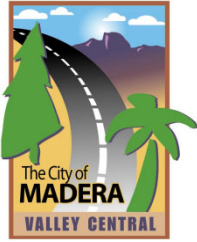
Dated: _____, 2021

EXHIBIT A

SCOPE OF SERVICES


CONSULTANT provides services as follows:

1. Prepare and file City's Annual Financial Transactions Report for FYs 2020/21, 2021/22 and 2022/23.
2. Prepare and file the City of Madera Financing Authority's Annual Financial Report for Special Districts for the FYs 2020/21, 2021/22 and 2022/23.
3. Prepare the Annual Transit Report for the FYs 2020/21, 2021/22 and 2022/23.

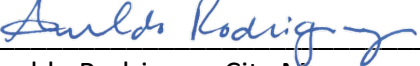


REPORT TO CITY COUNCIL

Approved by:



Roger Sanchez, Director of Financial Services



Arnoldo Rodriguez, City Manager

Council Meeting of: August 4, 2021

Agenda Number: C-1

SUBJECT:

Allocation of the American Rescue Plan Act of 2021 (ARPA) funds

RECOMMENDATION:

Adopt the resolution accepting funding award of \$23 million from the ARPA and authorize the City Manager to allocate related resources to existing projects from the Capital Improvements Program (CIP) related to Water, Sewer, and Drainage or provide direction on the City's priorities for the use funding

BACKGROUND:

ARPA is a \$1.9 trillion economic stimulus bill signed into law on March 11, 2021 that included \$65 billion for local governments nationwide. The purpose of the funds is to fund projects or needs addressing economic harm resulting from or exacerbated by the COVID-19 public health emergency. More specifically:

- Support urgent COVID-19 response efforts to continue to decrease spread of the virus and bring the pandemic under control
- Replace lost public sector revenue to strengthen support for vital public services and help retain jobs
- Support immediate economic stabilization for households and businesses
- Address systemic public health and economic challenges that have contributed to the inequal impact of the pandemic

Staff has identified potential projects that include improvements to critical infrastructure, such as the City's sewer, water, and drainage systems.

DISCUSSION

ARPA's funding has multiple goals and needs to meet the objectives as indicated by the legislation, including the following:

Support Public Health Response

Fund COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff

Address Negative Economic Impacts

Respond to economic harms to workers, families, small businesses, impacted industries, and the public sector

Replace Public Sector Revenue Loss

Use funds to provide government services to the extent of the reduction in revenue experienced due to the pandemic

Premium Pay for Essential Workers

Offer additional support to those who have and will bear the greatest health risks because of their service in critical infrastructure sectors

Water and Sewer Infrastructure

Make necessary investments to improve access to clean drinking water and invest in wastewater and stormwater infrastructure

Broadband Infrastructure

Make necessary investments to provide unserved or underserved locations with new or expanded broadband access

Staff has identified that critical infrastructure, such as sewer and water system upgrades, would provide the most benefit to the entire community. As outlined in the City's Capital Improvement Plan, there are several pending multi-million-dollar projects that are critical in nature. Without outside funding, significant rate hikes would more than likely be necessary. Thus, staff recommends that 100 percent of ARPA funds be allocated to such improvements which would help mitigate potential increases in user rates.

FINANCIAL IMPACT:

Acceptance and allocate ARPA funds of approximately \$23 million to the water and sewer enterprise accounts that would mitigate potential rate increases.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

ALTERNATIVES:

Council may direct staff to return the cash or shift priorities.

ATTACHMENTS:

1. Resolution

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA
ACCEPTING FUNDING AWARD FROM THE US AMERICAN RESCUE PLAN ACT OF
2021 (ARPA) IN THE AMOUNT OF \$23 MILLION FOR FISCAL YEAR 21/22
THROUGH 22/23 AND AUTHORIZE THE CITY MANAGER AND FINANCIAL
SERVICES DIRECTOR TO SIGN NECESSARY DOCUMENTS FOR FUNDING AWARD
AND REPORTING**

WHEREAS, on March 19, 2020, the Governor of California issued a statewide Executive Order, N-33-20, which required Californians to remain at their home or place of residence, except as necessary to carry out essential activities; and

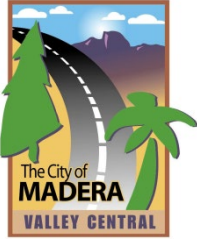
WHEREAS, the COVID-19 pandemic has had continued impacts to the economic well-being of the local community and the County has continued to provide an on-going response to this pandemic locally; and

WHEREAS, on March 11, 2021, the President of the United States signed into law the American Rescue Plan Act (“ARPA”), which included \$362 billion in federal fiscal recovery aid to state and local governments (State and Local Aid), including \$65.1 billion direct aid to counties; and

WHEREAS, on May 10, 2021 the US Treasury issued funding allocations for State and Local Aid of which the funding allocation award to the City of Madera is \$23,070,374.

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

1. The above recitals are true and correct.
2. The Council authorizes the City Manager and the Director of Financial Services to allocate the ARPA funding and to spend related monies through December 31, 2026 on authorized and qualified projects.
3. The resolution is effective immediately upon adoption.



REPORT TO CITY COUNCIL

Approved by:

Alicia Gonzales, City Clerk

Arnoldo Rodriguez, City Manager

Council Meeting of: August 4, 2021

Agenda Number: E-1

SUBJECT:

Designation of a Voting Delegate and Alternates for the League of California Cities 2021 Annual Conference

RECOMMENDATION:

Adopt a Resolution to designate a voting delegate and up to two alternates for the 2021 League of California Cities' Annual Business Meeting

SUMMARY:

This year's League of California Cities Annual Conference is scheduled for Wednesday, September 22, through Friday, September 24, 2021. After 18 months of virtual learning and connecting, this year's Annual Conference will be held in person.

One important aspect of the Annual Conference is the annual Business Meeting when the membership acts on conference resolutions. The Business Meeting will take place on Friday, September 24, 2021.

To expedite the conduct of business, every City is being requested to designate a voting representative and up to two alternates from the City who will be present at the Business Meeting. League bylaws provide that each city is entitled to one vote to determine a city position in matters affecting municipal or League policy matters.

DISCUSSION:

As of the writing of this report, Mayor Garcia, Mayor Pro Tem Villegas, and Councilmembers Gallegos, Rodriguez, and Evans are registered to attend the conference.

Besides other business which takes place at the meeting, several resolutions are voted on which reflect policy issues facing the State. The resolutions adopted are forwarded to the State and action is encouraged.

Each City that is a member of the League of California Cities is encouraged to designate a voting delegate to represent them at the League. The delegate will have the authority to vote on the resolutions at the meeting. The attached report from the League outlines the procedures for the meeting and describes each resolution that has been submitted for consideration.

The attached correspondence from the League (Attachment 1) requests that the Council designate a voting delegate and up to two alternates to represent the City at the League's Annual Business Meeting.

The conference takes place from September 22-24, 2021, with the Business Meeting taking place on the 24th.

FINANCIAL IMPACT:

There is no direct fiscal impact associated with designating a voting delegate and two alternates for the 2021 League of California Cities' (League) Annual Business Meeting, sans preparation of this staff report.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

ALTERNATIVES:

The Council may elect not to designate a voting delegate and alternates and forfeit the City's voting ability at this year's League of CA Cities Annual Business Meeting.

ATTACHMENTS:

1. Letter from the League of CA Cities



Council Action Advised by August 31, 2021

June 16, 2021

TO: City Managers and City Clerks

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference & Expo – September 22-24, 2021**

Cal Cities 2021 Annual Conference & Expo is scheduled for September 22-24, 2021 in Sacramento. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly) on Friday, September 24. At this meeting, Cal Cities membership considers and acts on resolutions that establish Cal Cities policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to Cal Cities office no later than Wednesday, September 15. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please note: Our number one priority will continue to be the health and safety of participants. We are working closely with the Sacramento Convention Center to ensure that important protocols and cleaning procedures continue, and if necessary, are strengthened. Attendees can anticipate updates as the conference approaches.

- **Action by Council Required.** Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration will open mid-June at www.cacities.org. In order to cast a vote, at least one voter must be present at the Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.
- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but

only between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.

- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the Sacramento Convention Center, will be open at the following times: Wednesday, September 22, 8:00 a.m. – 6:00 p.m.; Thursday, September 23, 7:00 a.m. – 4:00 p.m.; and Friday, September 24, 7:30 a.m.– 11:30 a.m. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to the League's office by Wednesday, September 15. If you have questions, please call Darla Yacub at (916) 658-8254.

Attachments:

- Annual Conference Voting Procedures
- Voting Delegate/Alternate Form



Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the Cal Cities Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.