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

205 W. 4th Street, Madera, California 93637

NOTICE AND AGENDA

Wednesday, April 15, 2026
6:00 p.m.

Council Chambers
City Hall

The Madera City Council meetings are open to the public. This meeting will also be available for public viewing and participation through Zoom. Members of the public may also observe the live-streamed meeting on the City's website at www.madera.gov/live. Members of the public may comment on agenda items at the meeting or remotely through an electronic meeting via phone by dialing (669) 900-6833 enter ID: 859 0384 5246 #. Press *9 to raise your hand to comment and *6 to unmute yourself to speak. Comments will also be accepted via email at citycouncilpubliccomment@madera.gov or by regular mail at 205 W. 4th Street, Madera, CA 93637.

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CALL TO ORDER:

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

INVOCATION: Pastor David Hawes, Fourth Street Church

PLEDGE OF ALLEGIANCE:

APPROVAL OF AGENDA:

PRESENTATIONS:

1. **Proclamation Recognizing the Retirement of City Employee Lynn Hollier, Water System Lead Worker**
2. **Proclamation Recognizing April as Sexual Assault Awareness Month**
3. **Proclamation Recognizing National Volunteer Month**
4. **Certificate of Recognition Recognizing Linda Garner, Founder of Doors of Hope**
5. **Mid Valley 2025 Annual Update, Recycler of the Year, and Madera High School Scholarship Recipients**

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

A. PUBLIC HEARINGS:

A-1 Initiation of Proceedings for the Annexation of the Sienna Estates Subdivision into Community Facilities District No. 2005-1

Recommendation: Declaring its Intention to Annex Territory (Including a portion of Tract 05-S-19 and Tract 22-S-01, the Sienna Estates Subdivision) to the City of Madera Community Facilities District No. 2005-1 (Public Services), to Authorize the Levy of Special Taxes Therein, and Setting Public Hearing (Annexation No. 18) (Report by Will Tackett)

A-2 Annexation of the Sienna Estates Subdivision, Phase 2 into Landscape Maintenance District Zone of Benefit 45A for Fiscal Year 2026/27

Recommendation: Adopt a Resolution Approving Annexation No. 2026-01 for Annexation of the Sienna Estates, Phase 2 Subdivision (Tract No. 22-S-01) into Zone of Benefit 45A, Confirming the Diagram and Assessment for Landscape Maintenance District (LMD) Zone of Benefit 45A for Fiscal Year (FY)

2026/27; and Authorizing the City Clerk to File the Diagram and Assessment with the Madera County Auditor (Report by Keith Helmuth)

A-3 Measure T Annual Expenditure Plan (AEP) for Fiscal Year (FY) 2026/27

Recommendation: Adopt a Resolution Approving the Measure T AEP for FY 2026/27 and authorizing submission of the AEP to the Madera County Transportation Authority (MCTA) for adoption (Report by Keith Helmuth)

A-4 Public Hearing and First Reading and Introduction of an Ordinance Amending the City's Municipal Code Relating to Fireworks

Recommendation: Introduce by Title Only an Ordinance of the City Council of the City of Madera Repealing Chapters 13 and 13B of Title III, and Adopting a New Chapter 13 of Title III Entitled "Regulation of Fireworks" and Waive the First Reading (Report by Giachino Chiaramonte)

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 18, 2026

Recommendation: Approve the City Council Minutes of March 18, 2026 (Report by Alicia Gonzales)

B-2 Informational Report on Register of Audited Demands

Recommendation: Review Register of Audited Demands Report for March 7 to April 3, 2026 (Report by Michael Lima)

B-3 Informational Report on Personnel Activity

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

B-4 Piggyback Purchase Agreements for Fleet Division-Related Purchase

Recommendation: Adopt a Resolution Approving Sourcewell Piggyback Purchase Agreement for a Four-inch Portable Storm Drain Pump from MULTIQUIP Inc. for $15,000 (Report by Michael Lima)

B-5 Granada Drive Pedestrian Improvement City Project TS-34 State Project HSIP 5157(127)

Recommendation: Adopt a Minute Order Approving:

1. Acceptance of the Granada Drive Pedestrian Improvement City Project TS-34 State Project HSIP 5157(127)
2. Recording of Notice of Completion
3. Release of retention 35 days after the recording of the Notice of Completion (Report by Keith Helmuth)

B-6 **Interfund Loan Transfer and Budget Amendment for Sewer System Master Plan Update**

Recommendation: Adopt a Resolution Authorizing and Approving an Interfund Transfer of $167,000 and Amendment to the City of Madera Fiscal Year 2025/2026 Budget (Report by Keith Helmuth)

B-7 **NeoGov Services Agreement with GovernmentJobs.com, Inc.**

Recommendation: Adopt a Resolution Approving a NeoGov Services Agreement with GovernmentJobs.com, Inc., for Ongoing Software Licensing, Implementation, and Training Services (Report by Wendy Silva)

B-8 **Proclamation Recognizing Upstanders Day**

Recommendation: Adopt a Minute Order Approving a Proclamation Recognizing Upstander's Day (Report by Alicia Gonzales)

B-9 **City Participation in the National Opioid Settlement Agreements with Six (6) Remnant Defendants**

Recommendation: Adopt a Resolution:

1. Approving Settlement Agreements and Participation Forms for the City's participation in the National Opioid Settlement Agreements with Associated Pharmacies, Inc. (American Associated Pharmacies); J. M. Smith Corporation; Morris & Dickson Co., L.L.C.; Louisiana Wholesale Drug Company, Inc.; North Carolina Mutual Wholesale Drug Company, Inc.; and United Natural Foods, Inc. (SuperValu), collectively referred to as the Six (6) Remnant Defendants, and authorizing the City Manager to execute all necessary documents and carryout all required actions to ensure the City's participation, including transmittal of executed documents and participation in future related settlements, as applicable; and
2. Approving the California State-Subdivision Agreements Regarding Distribution and Use of Settlement Funds relating to the New National Opioid Settlement Agreements with Six (6) Remnant Defendants (Report by Arnoldo Rodriguez)

B-10 **Community Cleanup and Employment Pathway Grant – Revised Restricted Grant Agreement**

Recommendation: Adopt a Resolution Approving a Revised Restricted Grant Agreement between the State of California, acting by and through its Department of Transportation, referred herein as Caltrans, and the City of Madera for the Community Cleanup and Employment Pathway Grant in the amount of $300,000, rescinding Resolution Number 26-46 (Report by Joseph Hebert)

B-11 **Madera County Food Bank Waiver Requests for Senior Nutrition and Produce Program & Brown Bag Program**

Recommendation: Adopt Resolutions:

1. Waiving the Rental Fees of the Lions Town & Country Park starting on May 13, 2026, and ending on October 28, 2026, related to the Senior Nutrition and Produce Program event hosted by the Madera County Food Bank, at an anticipated rental fee of $605; and
2. Waiving the Rental Fees of the Pan American Community Center starting on April 22, 2026, and ending on December 16, 2026, related to the Senior Brown Bag Program hosted by the Madera County Food Bank, at an anticipated rental fee of $305 (Report by Joseph Hebert)

B-12 **Madera Evening Lions of California Donation $1,000**

Recommendation: Adopt a Resolution Accepting Madera Evening Lions of California's Donation of $1,000 (Report by Joseph Hebert)

B-13 **Span Construction & Engineering, Inc. Donation of $500**

Recommendation: Adopt a Resolution Accepting SPAN Construction & Engineering's Donation of $500 (Report by Joseph Hebert)

B-14 **Second Reading and Adoption of an Ordinance Creating an Expedited and Streamlined Permitting Process for Electric Vehicle Charging Stations**

Recommendation: Waive Full Reading and Adopt by Title Only an Ordinance of the City Council of the City of Madera, adding Chapter 7 of Title IX of the City Municipal Code, to create an Expedited Permit Process for Electrical Vehicle Charging Stations, with the associated CEQA findings (CEQA Guidelines Section 15061[b][3]) (Report by Will Tackett)

B-15 **Agreement with Liebert Cassidy Whitmore**

Recommendation: Adopt a Resolution Approving a Consulting Services Agreement with Liebert Cassidy Whitmore for Updated Civil Service Rules and Personnel Policies (Report by Wendy Silva)

B-16 **Second Amendment to Airport Engineering and Construction Management Services Agreement with Brandley Engineering**

Recommendation: Adopt a Resolution Retroactively Approving Amendment No. 2 to the Airport Engineering and Construction Management Services Agreement with Brandley Engineering, Inc. (Report by Harpiar Gandhi)

B-17 **Caltrans Division of Aeronautics Annual Credit Program Funds**

Recommendation: Adopt a Resolution:

1. Authorizing the Acceptance of $10,000 in FY 2025/26 Annual Credit Program funds from the Caltrans Division of Aeronautics; and
2. Authorizing the City Manager, or Designee, to Execute and Submit all Required Documents, including the Disbursement Request (Form DOA-0009) and any Required Certifications (Report by Harpiar Gandhi)

B-18 **Waste Gas Burner/Flare Unit for the Digesters at the Wastewater Treatment Plant**

Recommendation: Adopt a Resolution:

1. Authorizing a Sole Source Purchase from Varec Biogas, a Division of Ovivo USA, LLC, for the Procurement of a Varec 239 Waste Gas Burner/Flare Unit for the Wastewater Treatment Plant; and
2. Authorizing the City Manager, or Designee, to Execute a Contract in an Amount not to exceed $74,400, Subject to Approval as to form by the City Attorney and Compliance with Applicable City Purchasing Requirements (Report by Harpiar Gandhi)

C. **WORKSHOP:** None

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

D-1 **Phyllis's Garden Soft Interview Room Memorandum of Understanding**

Recommendation: Adopt a Resolution Approving a Memorandum of Understanding with Phyllis's Garden Non-Profit Organization and Authorizing the City Manager to Execute the Agreement (Report by Giachino Chiaramonte)

D-2 **Rescind the Naming of Cesar Chavez Plaza**

Recommendation: Adopt a Resolution Rescinding Resolution No. 96-71, which designated the plaza located on North E Street between Yosemite Avenue and East 5th Street as "Cesar Chavez Plaza" (Report by Arnoldo Rodriguez)

E. **ADMINISTRATIVE REPORTS:**

E-1 **Final Allocations for the Program Year 2026/27 Community Development Block Grant and HOME Investment Partnerships Program Annual Action Plan**

Recommendation: Approve the Final Allocations for the Program Year 2026/27 Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) Annual Action Plan in the Amount of $1,602,179 (Report by Michael Lima)

E-2 **Domestic Well Mitigation Program (DWMP) Updates *(Action on this item by the Successor Agency)***

Recommendation: Receive presentation from John Davids with regard to the Domestic Well Mitigation Program (DWMP) (Report by Keith Helmuth)

E-3 **Selecting Recipients for May Proclamations**

Recommendation: Request for Council's Selection of Recipients for the Proclamation Recognizing National Foster Care Awareness Month, Relay for Life, and Letter Carrier's Stamp Out Hunger Food Drive Day (Report by Alicia Gonzales)

E-4 **Discussion and Direction Regarding Participation Rules for the Woman of the Year Program**

Recommendation: This report was prepared at the direction of the City Council (Council) to facilitate discussion on participation guidelines for the Woman of the Year event (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 Threat to Public Services or Facilities (Government Code §54957(a))

Consultation with: City Manager and City Attorney

FUTURE MEETING DATES:

- Wednesday, May 6, 2026
- Wednesday, May 20, 2026

ADJOURNMENT:

- The meeting room is accessible to the physically disabled. Requests for accommodations for persons with disabilities such as signing services, assistive listening devices, or alternative format agendas and reports needed to assist participation in this public meeting may be made by calling the City Clerk's Office at (559) 661-5405 or emailing cityclerkinfo@madera.gov . Those who are hearing impaired may call 711 or 1-800-735-2929 for TTY Relay Service. Requests should be made as soon as practicable as additional time may be required for the City to arrange or provide the requested accommodation. Requests may also be delivered/mailed to: City of Madera, Attn: City Clerk, 205 W. 4th Street, Madera, CA 93637. At least seventy-two (72) hours' notice prior to the meeting is requested but not required. When making a request, please provide sufficient details that the City may evaluate the nature of the request and available accommodations to support meeting participation. Please also provide appropriate contact information should the City need to engage in an interactive discussion regarding the requested accommodation.
- Please silence or turn off cell phones and electronic devices while the meeting is in session.
- Regular meetings of the Madera City Council are held the 1st and 3rd Wednesday of each month at 6:00 p.m. in the Council Chambers at City Hall.
- Any writings or documents provided to a majority of the City Council within 72 hours of the meeting regarding any item on this agenda will be made available for public inspection at the City Clerk's office located at 205 W. 4th Street, Madera, CA 93637 and on the City website at www.madera.gov
- Questions regarding the meeting agenda or conduct of the meeting, please contact the City Clerk's Office at (559) 661-5405.
- Para asistencia en español sobre este aviso, por favor llame al (559) 661-5405.

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 April 15, 2026, near the front entrances of City Hall and on the City's website www.madera.gov at 1:00 p.m. on April 10, 2026.

Alicia Gonzales, City Clerk

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Will Tackett, Community Development Director

Arnoldo Rodriguez, City Manager

Council Meeting of: April 15, 2026

Agenda Number: A-1

SUBJECT:

Initiation of proceedings for the annexation of the Sienna Estates Subdivision into Community Facilities District 2005-1

RECOMMENDATION:

That Council adopt a Resolution:

1. Declaring Its Intention to Annex Territory (Including a portion of Tract 05-S-19 and Tract 22-S-01, the Sienna Estates Subdivision) to the City of Madera Community Facilities District No. 2005-1 (Public Services), to Authorize the Levy of Special Taxes Therein, and Setting Public Hearing (Annexation No. 18)

SUMMARY:

The attached resolution will begin the proceedings for the annexation of the development project known as the Sienna Estates Subdivision (the "Project"), which consists of Tract 22-S-01 and a portion of Tract 05-S-19 into Community Facilities District No. 2005-1 ("CFD 2005-1"). The conditions of approval for the Project require it to annex into CFD 2005-1, which was established as an annexable district to provide funding to offset the increased cost for public safety, open space, and parks maintenance created by new development.

DISCUSSION:

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

A portion of Tract 05-S-19 (Phase I) and the entirety of Tract 22-S-01 (Phase II), the Sienna Estates Subdivision, makes up Annexation No. 18 and is owned by Tarlton Properties LLC, Tarlton Las Vegas, LLC, and Tarlton Fresno, LLC, a California Liability Company. The Project includes the development of approximately 133 single family residential units and one Outlot (Outlot A of Tract 05-S-19). The boundaries of the Project consist of the area within original Assessor's Parcel Number's (APN's) 008-131-001 through -045, 008-131-050 through -057, 008-132-021 through -047, 008-132-049, and 008-132-050 as depicted on Attachment 1.

Table 1: *Project Overview*

Project Name	*Owner*	*Units*	*Location*
Sienna Estates Subdivision, Tract 22-S-19 (portion) & Tract 22-S-01	Tarlton Properties LLC, Tarlton Las Vegas, LLC & Tarlton Fresno, LLC	133	Northeast of the Storey Road and East Yosemite Avenue (State Route 145) Intersection

The attached resolution represents the first steps that must be taken in the annexation process. The resolution declares the City's intention to annex the proposed territory into CFD 2005-1, and establishes May 20, 2026, as the public hearing date for consideration of the annexation of the property into CFD 2005-1. See Attachment 1 to view a diagram of the properties proposed to be annexed. As with all residential subdivisions, conditions of approval for the subdivision require annexation into CFD 2005-1 prior to recordation of the final subdivision map. This will comprise the 18th annexation into CFD 2005- 1. See Exhibit A of Attachment 1 for a history of annexations into CFD 2005-1.

FINANCIAL IMPACT:

The 2026/2027 Fiscal Year CFD 2005-1 assessment for single-family residential development is not yet available. However, the 2025/2026 Fiscal Year CFD 2005-1 assessment for single-family residential development is $583.98 per dwelling unit. Based on this figure, the estimated annual revenue that will be received by the City (Fund 76650) for all 113 units in Annexation No. 18 will be $65,989.74.

Assessment rates for CFD 2005-1 include an annual Consumer Price Index ("CPI") adjustment; therefore, this amount will escalate over time. The process for annexation is funded by the developer and no General Fund monies are used for this effort.

ALTERNATIVES:

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

ATTACHMENTS:

1. Resolution – Intent to Annex No. 18
   Exhibit A – CFD 2005-1 Boundary Map

Exhibit B. – Annexation No. 18 Map
Exhibit C – Rate and Method of Apportionment

2. Sienna Estates Subdivision Maps, Tract 05-S-19 & 22-S-01

ATTACHMENT 1

Resolution – Intent to Annex No. 18

Including:

Exhibit A – CFD 2005-1 Boundary map

Exhibit B – Annexation No. 18 Map

Exhibit C – Rate and Method of Apportionment

RESOLUTION NO. _____

DECLARING ITS INTENTION TO ANNEX TERRITORY (INCLUDING A PORTION OF TRACT 05-S-19 AND TRACT 22-S-01, THE SIENNA ESTATES SUBDIVISION) TO THE CITY OF MADERA COMMUNITY FACILITIES DISTRICT NO. 2005-1 (PUBLIC SERVICES), TO AUTHORIZE THE LEVY OF SPECIAL TAXES THEREIN, AND SETTING PUBLIC HEARING (ANNEXATION NO. 18)

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

WHEREAS, under the Act, the City Council, as the legislative body for the CFD, is empowered with the authority to annex territory to the CFD, and now desires to undertake proceedings to annex the territory including a portion of Tract 05-S-19 and the entirety of Tract 22-S-01, the Sienna Estates Subdivision ("Annexation No. 18") to the CFD. Annexation No. 18 will consist of 113 single family residential units and one Outlot located northeast of the Storey Road and East Yosemite Avenue (State Route 145) intersection.

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

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

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

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

The territory now proposed to be annexed to the CFD is as shown on the Boundary Map of Annexation No. 18 to the CFD, on file with the City Clerk, a copy of which is attached hereto as Exhibit "B" and made a part hereof.

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

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

SECTION 6. The City Staff presented Annexation No. 18 to City Council at a Council Meeting on April 15, 2026, in order to begin annexation proceedings.

SECTION 7. The City Council fixes May 20, 2026, at 6:00 p.m., in the regular meeting place of this Council, being the City Council Chambers, located at 205 W. 4 St, Madera, California, the Council, as legislative body for the CFD, to conduct a public hearing on the annexation of territory to the CFD and consider and finally determine whether the public interest, convenience and necessity require said annexation of territory to the CFD and the levy of said special tax therein.

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

PASSED AND ADOPTED by the City Council of the City of Madera on this 15th day of April 2026 by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

APPROVED:

_____

CECELIA K. GALLEGOS, Mayor

ATTEST:

_____

ALICIA GONZALES, City Clerk

Exhibit A

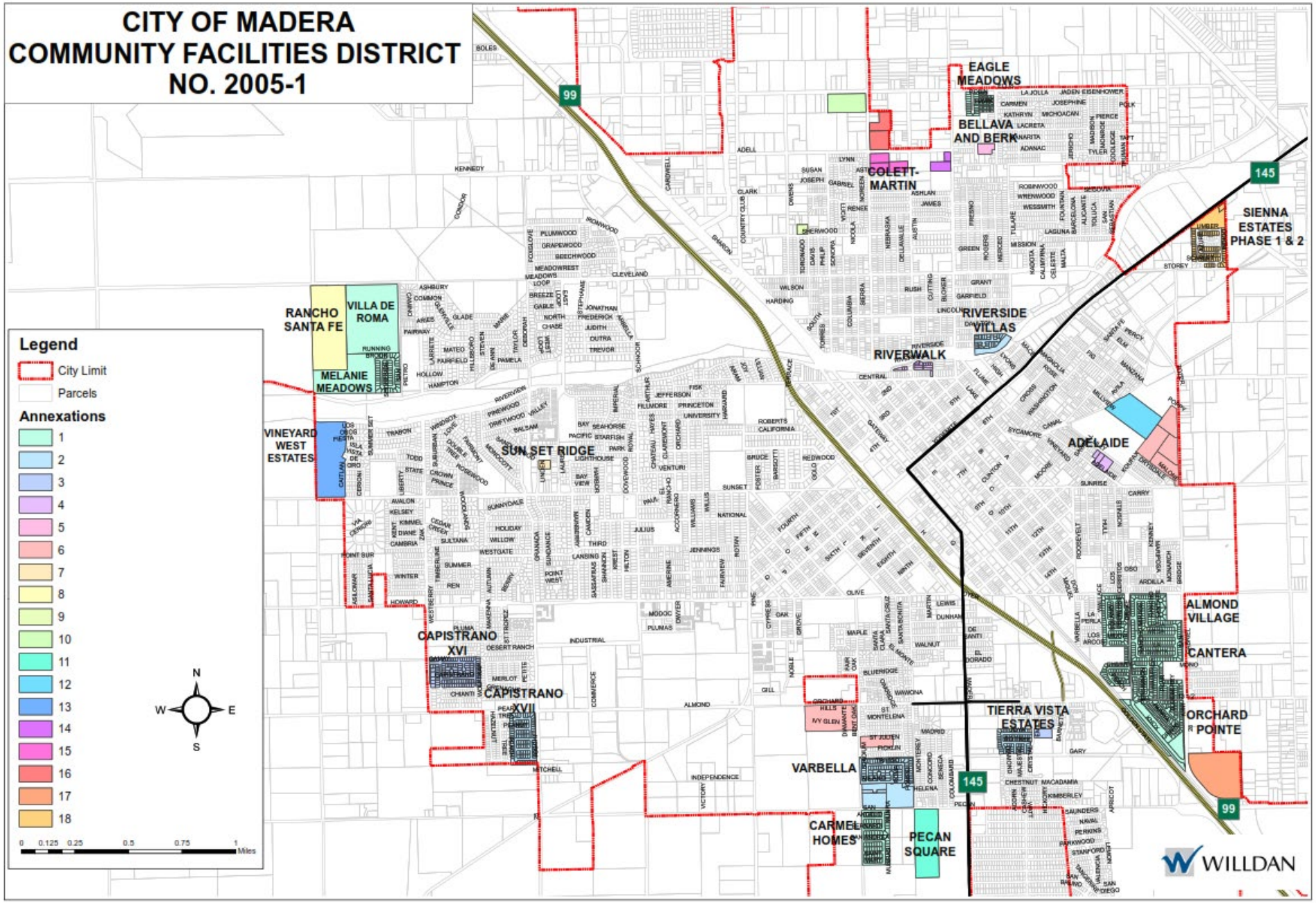

CITY OF MADERA
COMMUNITY FACILITIES DISTRICT
NO. 2005-1
Legend
City Limit
Parcels
Annexations
1
2
3
4
5
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8
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11
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0 0.125 0.25 0.5 0.75 1 Miles
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EAGLE MEADOWS
BELLAVA AND BERK
COLETT-MARTIN
SIENNA ESTATES PHASE 1 & 2
RANCHO SANTA FE
VILLA DE ROMA
MELANIE MEADOWS
RIVERSIDE VILLAS
RIVERWALK
VINEYARD WEST ESTATES
SUN SET RIDGE
ADELAIDE
ALMOND VILLAGE
CANTERA
ORCHARD POINTE
CAPISTRANO XVI
CAPISTRANO XVII
TIERRA VISTA ESTATES
VARBELLA
CARMEL HOMES
PECAN SQUARE
99
145
WILLDAN

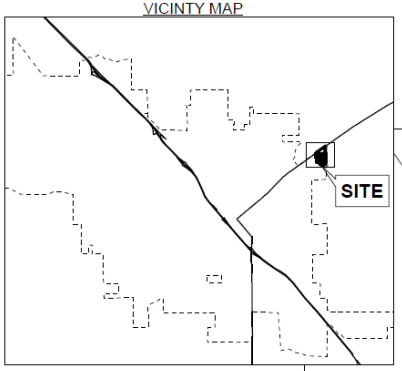
Exhibit B

SHEET 1 OF 1

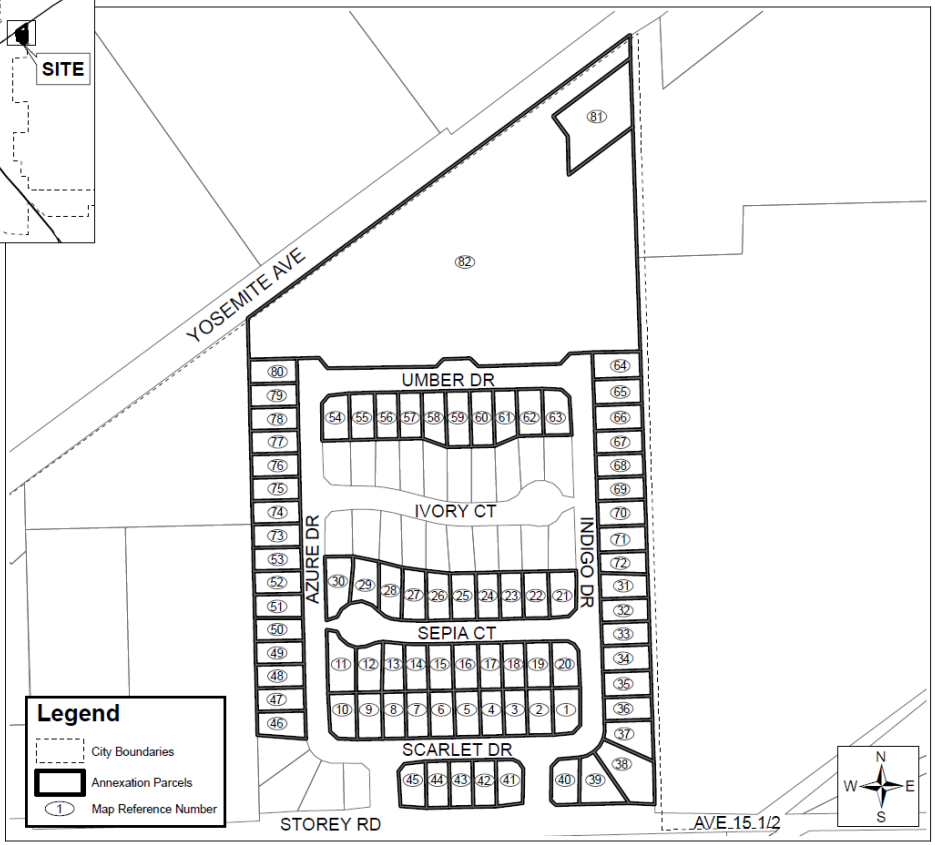
ANNEXATION MAP NO. 18
COMMUNITY FACILITIES DISTRICT NO. 2005-1

CITY OF MADERA
COUNTY OF MADERA
STATE OF CALIFORNIA

VICINTY MAP



MAP NUMBER	ASSESSOR'S PARCEL NUMBER	MAP NUMBER	ASSESSOR'S PARCEL NUMBER
1	008-131-001	42	008-131-042
2	008-131-002	43	008-131-043
3	008-131-003	44	008-131-044
4	008-131-004	45	008-131-045
5	008-131-005	46	008-131-050
6	008-131-006	47	008-131-051
7	008-131-007	48	008-131-052
8	008-131-008	49	008-131-053
9	008-131-009	50	008-131-054
10	008-131-010	51	008-131-055
11	008-131-011	52	008-131-056
12	008-131-012	53	008-131-057
13	008-131-013	54	008-132-021
14	008-131-014	55	008-132-022
15	008-131-015	56	008-132-023
16	008-131-016	57	008-132-024
17	008-131-017	58	008-132-025
18	008-131-018	59	008-132-026
19	008-131-019	60	008-132-027
20	008-131-020	61	008-132-028
21	008-131-021	62	008-132-029
22	008-131-022	63	008-132-030
23	008-131-023	64	008-132-031
24	008-131-024	65	008-132-032
25	008-131-025	66	008-132-033
26	008-131-026	67	008-132-034
27	008-131-027	68	008-132-035
28	008-131-028	69	008-132-036
29	008-131-029	70	008-132-037
30	008-131-030	71	008-132-038
31	008-131-031	72	008-132-039
32	008-131-032	73	008-132-040
33	008-131-033	74	008-132-041
34	008-131-034	75	008-132-042
35	008-131-035	76	008-132-043
36	008-131-036	77	008-132-044
37	008-131-037	78	008-132-045
38	008-131-038	79	008-132-046
39	008-131-039	80	008-132-047
40	008-131-040	81	008-132-049
41	008-131-041	82	008-132-050



1 in = 150 feet

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

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF ANNEXATION MAP NO. 18 OF COMMUNITY FACILITIES DISTRICT NO. 2005-1, CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF MADERA AT A REGULAR MEETING, THEREOF, HELD ON THE _____ DAY OF _____, 20__, BY ITS RESOLUTION NO. _____.

_____
CITY CLERK
CITY OF MADERA

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

_____
COUNTY RECORDER
COUNTY OF MADERA
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY OF COMMUNITY FACILITIES DISTRICT NO. 2005-1 OF THE CITY OF MADERA RECORDED WITH THE MADERA COUNTY RECORDER'S OFFICE ON OCTOBER 7, 2005, IN BOOK 4 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICT ON PAGES 42 THROUGH 45.

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

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

WILLDAN

Exhibit C

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

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

DEFINITIONS

The terms hereinafter set forth have the following meanings:

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

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

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

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

"Assessor's Parcel" means a lot or parcel shown in an Assessor's Parcel Map with an assigned assessor's parcel number.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by assessor's parcel number.

"Base Year" means Fiscal Year ending June 30, 2007.

"City" means the City of Madera.

"Council" means the City Council of the City of Madera, acting as the legislative body of the District. "County" means the County of Madera, California.

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

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

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

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

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

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

"Final Map" means an Assessor's Parcel Map, a final subdivision map, other parcel map, other final map, other condominium plan, or functionally equivalent map that has been recorded in the Office of the County Recorder.

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

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

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

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

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

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

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

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

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

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

"Special Tax Requirement" means that amount required in any Fiscal Year for the District to: (i)

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

"State" means the State of California.

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

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

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

ASSIGNMENT TO LAND USE CATEGORIES

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

1. Developed Property

Table 1
Maximum special Tax for Developed Property
Community Facilities District No. 2005-1

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

2. Entitled Property

Table 2
Maximum Special Tax for Entitled Property
Community Facilities District No. 2005-1

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

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

3. Undeveloped Property

No Special Tax shall be levied on Undeveloped Property.

4. Tax-Exempt Property

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

5. Multiple Land Use Classes

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

METHOD OF APPORTIONMENT OF SPECIAL TAXES

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

APPEALS

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

EXEMPTIONS

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

MANNER OF COLLECTION

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

TERM OF SPECIAL TAX

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

ATTACHMENT 2

Sienna Estates Subdivision Maps
Tracts 05-S-19 & 22-S-01

OWNER'S STATEMENT

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

OWNER: MADERA SIENNA, LLC,
A CALIFORNIA LIMITED LIABILITY COMPANY

DATED THIS 15th DAY OF APRIL, 2006.

SIGN _____ PRINT GARY L. CHASE

NOTARY STATEMENT

STATE OF CALIFORNIA
COUNTY OF Stanislaus } SS.

ON THIS 5th DAY OF April, 2006 BEFORE ME, David J. Brasil, A NOTARY PUBLIC, PERSONALLY APPEARED Gary L. Chase

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

WITNESS MY HAND

SIGN _____ PRINT David J. Brasil

PRINCIPAL COUNTY OF BUSINESS Stanislaus

COMMISSION EXPIRES April 26, 2009

1573514

THIS MAP IS AFFECTED BY

LANDSCAPE MAINTENANCE DISTRICT ZONE OF BENEFIT 45A,
APPROVED BY THE CITY COUNCIL OF THE CITY OF MADERA BY RESOLUTION NO. 06-136 ON MAY 3, 2006.

PLANNING COMMISSION CERTIFICATE

I, DAVID J. MERCHEN, SECRETARY OF THE PLANNING COMMISSION OF THE CITY OF MADERA, STATE OF CALIFORNIA, HEREBY CERTIFY THAT SAID PLANNING COMMISSION CONDITIONALLY APPROVED THE TENTATIVE MAP ON THE 8th DAY OF November, 2005.

DATED THIS 18TH DAY OF April, 2006.

DAVID J. MERCHEN
SECRETARY, MADERA CITY PLANNING COMMISSION

SOILS REPORT CERTIFICATE

A SOILS REPORT PREPARED FOR THIS TRACT BY CENTRAL VALLEY TESTING, INC., SIGNED BY DALE H. WINN, R.C.E. 23273, DATED SEPTEMBER 26, 2005 AS REPORT NO. 05-3216 HAS BEEN PLACED ON FILE WITH THE CITY OF MADERA.

SUBDIVISION NO. 05-S-19

SIENNA ESTATES PHASE 1

BEING A SUBDIVISION OF LOT 10 AND A PORTION OF LOT 9 OF THE LANKERSHIM COLONY FILED IN VOLUME 4 OF MAPS, PAGE 31, MADERA COUNTY RECORDS, LYING IN THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 11 SOUTH, RANGE 18 EAST, MOUNT DIABLO BASE AND MERIDIAN IN THE CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

JOB NO. 05013 APRIL, 2006

CONSISTING OF 4 SHEETS PREPARED BY:

GDR ENGINEERING, Inc.
ENGINEERING/SURVEYING/PLANNING
3525 MITCHELL ROAD, SUITE G CERES, CA 95307
TELEPHONE: (209) 538-3360 FAX: (209) 538-7370
E-MAIL: gdrengr@gdrengr.com

LEGAL DESCRIPTION

A PORTION OF LOTS 9 AND 10 OF THE MAP OF LANKERSHIM COLONY AND ADDITION TO THE TOWN OF MADERA, FILED IN VOLUME 4 OF MAPS, AT PAGE 31, MADERA COUNTY RECORDS, LYING IN THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 11 SOUTH, RANGE 18 EAST, MOUNT DIABLO BASE AND MERIDIAN, SITUATE IN THE CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF SECTION 17; THENCE ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER OF SECTION 17, SOUTH 89°59'20" EAST, A DISTANCE OF 479.65 FEET; THENCE NORTH 00°01'54" EAST, A DISTANCE OF 30.00 FEET TO THE NORTH LINE OF AVENUE 15 ½ AND THE **POINT OF BEGINNING;** THENCE CONTINUING NORTH 00°01'54" EAST, A DISTANCE OF 1055.89 FEET TO THE SOUTHERLY LINE OF YOSEMITE AVENUE (STATE HIGHWAY 145); THENCE ALONG SAID SOUTHERLY LINE, NORTH 54°45'25" EAST, A DISTANCE OF 1016.83 FEET TO THE EAST LINE OF SAID LOT 10; THENCE ALONG SAID EAST LINE, SOUTH 00°32'21" EAST, A DISTANCE OF 1642.89 FEET TO THE SAID NORTH LINE OF AVENUE 15 ½ ; THENCE ALONG SAID NORTH LINE, NORTH 89°59'20" WEST, A DISTANCE OF 846.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 26.02 ACRES, MORE OR LESS.

THIS PROPERTY IS SUBJECT TO:

1. THE TERMS AND PROVISIONS CONTAINED IN A COVENANT AND AGREEMENT:

EXECUTED BY:	RANDOLPH F. BERRY
IN FAVOR OF:	COUNTY OF MADERA
RECORDED:	FEBRUARY 22, 1979
INSTRUMENT NO:	4198

WHICH, AMONG OTHER THINGS, PROVIDES FOR:

IN THE EVENT THAT SAID UNDERGROUND PIPELINE IS NOT INSTALLED AND COMPLETED ON OR BEFORE JUNE 6, 1979, THIS EASEMENT WILL AUTOMATICALLY TERMINATE AND BE OF NO FURTHER FORCE OR EFFECT, AND ANY AND ALL RIGHTS THEREUNDER WILL REVERT TO THE THEN OWNERS OF THE SERVIENT ESTATES. UPON INSTALLATION OF SAID PIPELINE, AND THE COMPLETION THEREOF, THE OWNERS OF THE DOMINANT ESTATES WILL LEAVE THE GROUND SURFACE IN AT LEAST AS GOOD A CONDITION AS IT WAS PRIOR TO SAID INSTALLATION.

2. ANY EASEMENT OR LESSER RIGHTS, WHICH MAY EXIST OR ARISE BY REASON OF THE FOLLOWING, AS DISCLOSED BY INSPECTION OF SAID LAND.

FOR:	POLES AND POWER LINES
AFFECTS:	THE WESTERLY PORTION OF SAID LAND

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF MADERA SIENNA, LLC, ON APRIL 7, 2005. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE JUNE 30, 2007, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

DATED THIS 5th DAY OF APRIL, 2006.

MAX M. GARCIA L.S. 5122
EXPIRES 06-30-07

LICENSED LAND SURVEYOR ☆ MAX M. GARCIA No. 5122 EXP. 6/30/07 ☆ STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT

I, RAYMOND G. SALAZAR, CITY ENGINEER OF THE CITY OF MADERA, HEREBY STATE THAT I HAVE EXAMINED THIS MAP, THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF, THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL LOCAL ORDINANCES APPLICABLE AT THE TIME OF THE APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH AND THAT I AM SATISFIED THE MAP IS TECHNICALLY CORRECT.

DATED THIS 10TH DAY OF May, 2006.

RAYMOND G. SALAZAR R.C.E. 26626
MADERA CITY ENGINEER EXPIRES 03-31-08

REGISTERED PROFESSIONAL ENGINEER RAYMOND G. SALAZAR Exp. 3-31-08 STATE OF CALIFORNIA

CITY CLERK'S CERTIFICATE

I, SONIA ALVAREZ, CITY CLERK OF THE CITY OF MADERA, HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA, BY A RESOLUTION NO. 06-119 ADOPTED AT THE MEETING OF SAID COUNCIL DULY CONVEYED AND HELD ON THE 19th DAY OF April, 2006, DID APPROVE THE WITHIN MAP (AND ACCEPTED ON BEHALF OF THE PUBLIC, SUBJECT TO CONSTRUCTION, ALL PARCELS OF LAND OFFERED FOR DEDICATION FOR PUBLIC USE IN CONFORMITY WITH THE TERMS OF THE OFFER OF DEDICATION).

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL OF SAID CITY

DATED THIS 26th DAY OF April, 2006.

SONIA ALVAREZ
CITY CLERK OF THE CITY OF MADERA

CITY OF MADERA INCORPORATED March 27, 1907 CALIFORNIA

RECORDER'S CERTIFICATE

DOCUMENT NO. 200602264

FILED THIS 11TH DAY OF MAY, 2006, AT 26 MINUTES PAST 9 O'CLOCK A.M.

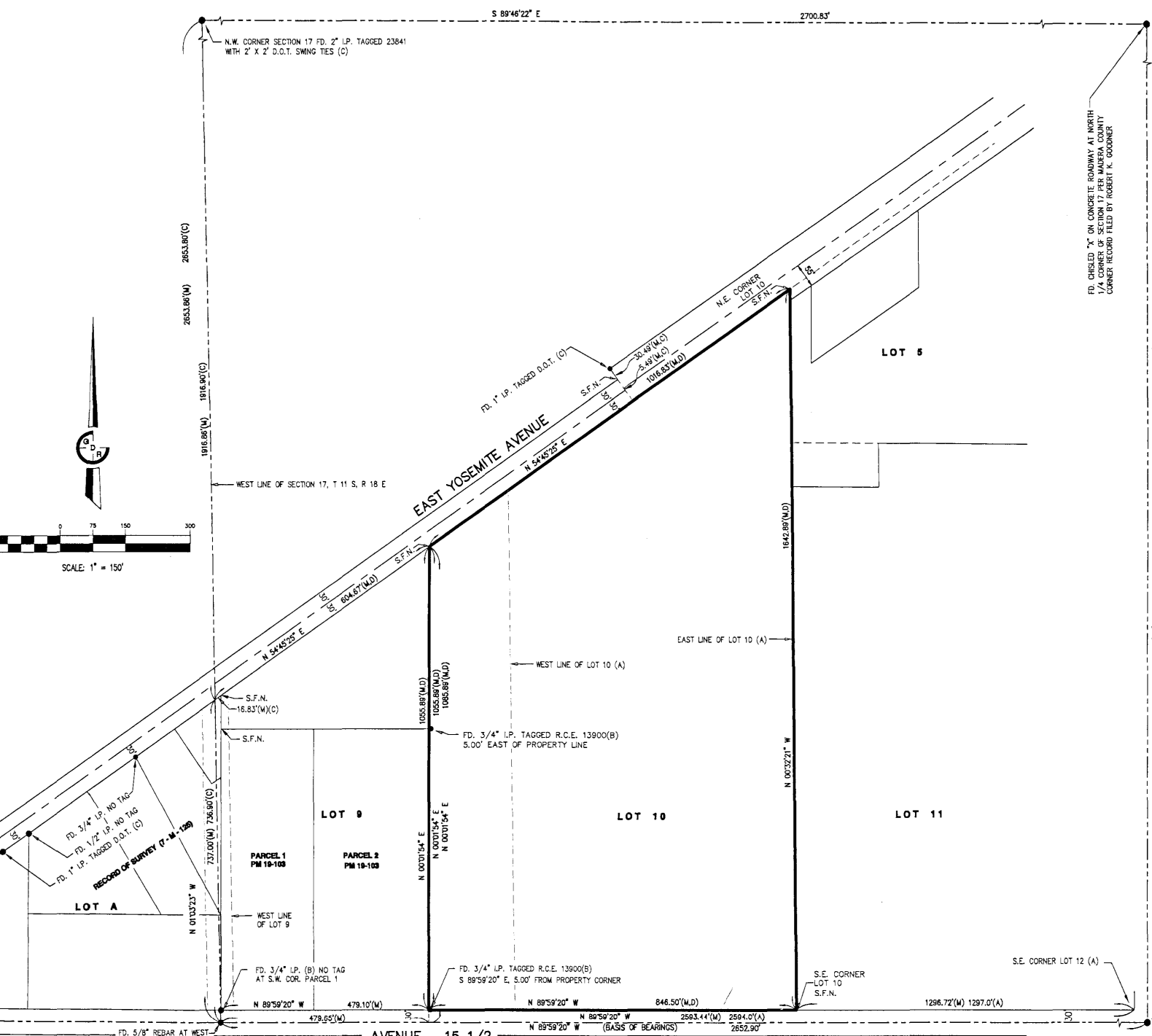
IN BOOK 56 OF MAPS AT PAGES 5 THROUGH 8, MADERA COUNTY RECORDS,

AT THE REQUEST OF MADERA SIENNA, LLC.

FEE: $ 14.00

REBECCA MARTINEZ
MADERA COUNTY RECORDER

BY: _____
DEPUTY COUNTY RECORDER



GDR ENGINEERING, Inc.
ENGINEERING/SURVEYING/PLANNING
3525 MITCHELL ROAD, SUITE G CERES, CA 95307
TELEPHONE: (209) 538-3360 FAX: (209) 538-7370
E-MAIL: gdrengr@gdrengr.com

SUBDIVISION NO. 05-S-19

SIENNA ESTATES PHASE 1

BEING A SUBDIVISION OF LOT 10 AND A PORTION OF LOT 9 OF THE LANKERSHIM COLONY FILED IN VOLUME 4 OF MAPS, PAGE 31, MADERA COUNTY RECORDS, LYING IN THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 11 SOUTH, RANGE 18 EAST, MOUNT DIABLO BASE AND MERIDIAN IN THE CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

JOB NO. 05013 APRIL, 2006

GENERAL NOTES

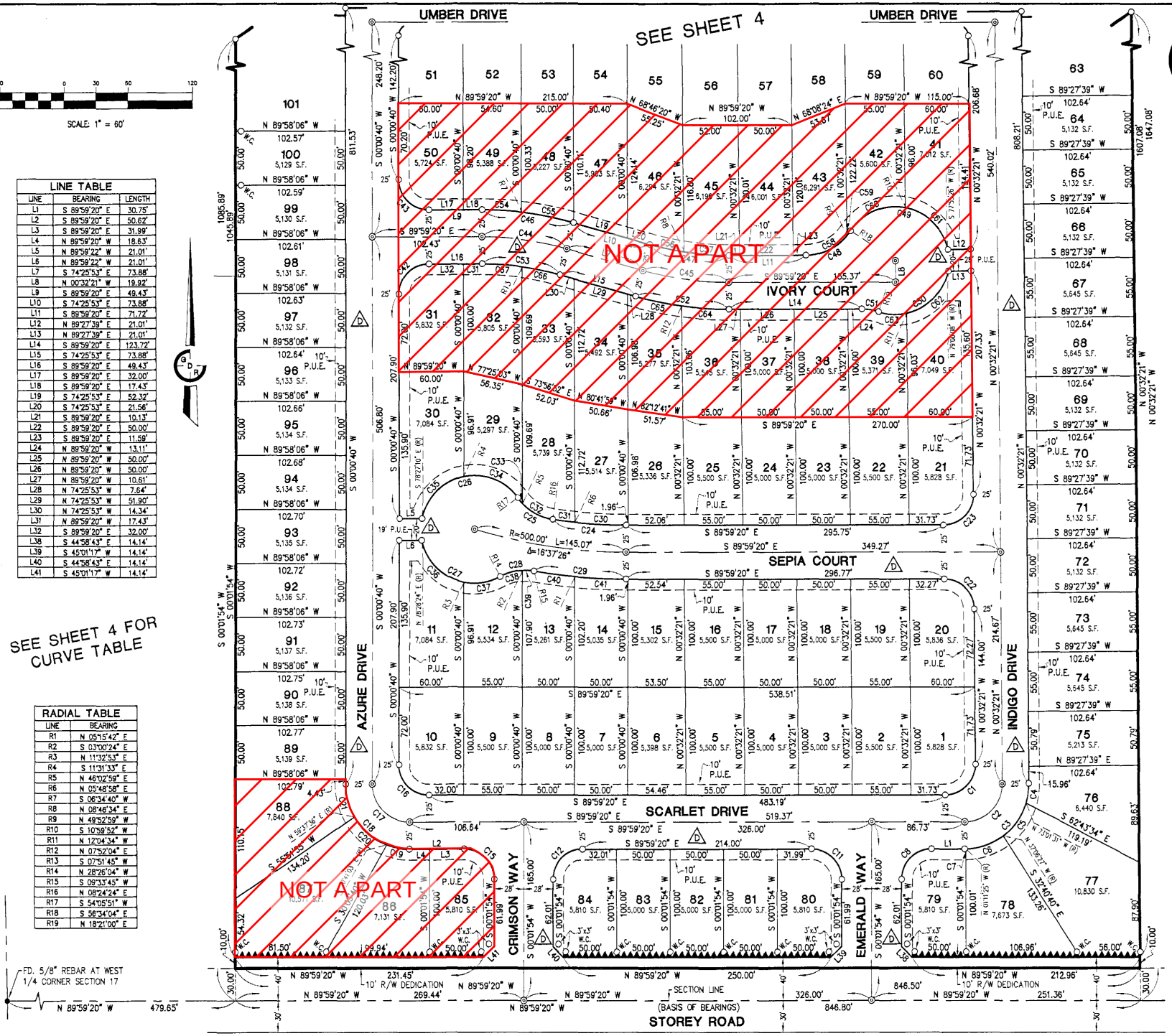
1. ALL BEARINGS AND DISTANCES SHOWN ARE MEASURED, UNLESS OTHERWISE NOTED.
2. ALL DISTANCES AND DIMENSIONS SHOWN ARE IN FEET AND DECIMAL PARTS THEREOF.
3. ALL RECORD INFORMATION IS FROM MADERA COUNTY RECORDS, UNLESS OTHERWISE NOTED.
4. ALL INTERIOR LOT CORNERS AND ANGLE POINTS ARE MONUMENTED WITH 3/4" x 24" IRON PIPE, SET 6" DEEP WITH YELLOW PLUG, STAMPED L.S. 5122, UNLESS OTHERWISE NOTED.
5. SUBDIVISION CONTAINS 104 RESIDENTIAL LOTS, OUTLOT "A", AND A REMAINDER ON 26.02 GROSS ACRES.

LEGEND

●———	MONUMENT FOUND AS NOTED.
○———	MONUMENT SET, 3/4" x 24" IRON PIPE, SET 6" DEEP WITH YELLOW PLUG, STAMPED L.S. 5122.
W.C.	WITNESS CORNER, MONUMENTED WITH 3/4" x 24" IRON PIPE, SET 6" DEEP WITH YELLOW PLUG, STAMPED L.S. 5122, SET ON LOT LINE 3.00' FROM LOT CORNER, UNLESS OTHERWISE NOTED.
⊙———	MONUMENT SET, 1/2" x 20" REBAR AND BRONZE SURVEY MONUMENT, STAMPED L.S. 5122, SET IN CONCRETE.
———	LIMITS OF SUBDIVISION
M.C.R.	MADERA COUNTY RECORDS
P.U.E.	PUBLIC UTILITIES EASEMENT NOW OFFERED FOR DEDICATION
S.D.E.	STORM DRAIN EASEMENT NOW OFFERED FOR DEDICATION
S.F.N.	SEARCHED, FOUND NOTHING
W.C.	WITNESS CORNER
(M)	MEASURED ON THIS SURVEY
(A)	VOLUME 4 OF MAPS, PAGE 31 (LANKERSHIM COLONY) F.C.R.
(B)	BOOK 19 OF PARCEL MAPS, PAGE 103 (PARCEL MAP NO. 791) M.C.R.
(C)	STATE HIGHWAY MONUMENTATION MAP, DISTRICT 6, ROUTE 145, DATED AUGUST, 1998. ON FILE WITH CALTRANS.
(D)	GRANT DEED, DOC # 2006010936 (M.C.R.)
(R)	RADIAL BEARING
△D	NOW OFFERED FOR DEDICATION FOR PUBLIC STREET AND UTILITY PURPOSES
▲▲▲▲	RELINQUISHMENT OF DIRECT VEHICULAR ACCESS NOW OFFERED FOR DEDICATION

BASIS OF BEARINGS

THE BEARING OF NORTH 89°59'20" WEST FOR THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 11 SOUTH, RANGE 18 EAST, MOUNT DIABLO BASE AND MERIDIAN PER PARCEL MAP NO. 791 RECORDED IN BOOK 19 OF MAPS, PAGE 103, MADERA COUNTY RECORDS.



LINE TABLE		
LINE	BEARING	LENGTH
L1	S 89°59'20" E	30.75'
L2	S 89°59'20" E	50.62'
L3	S 89°59'20" E	31.99'
L4	N 89°59'20" W	18.63'
L5	N 89°59'22" W	21.01'
L6	N 89°59'22" W	21.01'
L7	S 74°25'53" E	73.88'
L8	N 00°32'21" W	19.92'
L9	S 89°59'20" E	49.43'
L10	S 74°25'53" E	73.88'
L11	S 89°59'20" E	71.72'
L12	N 89°27'39" E	21.01'
L13	N 89°27'39" E	21.01'
L14	S 89°59'20" E	123.72'
L15	S 74°25'53" E	73.88'
L16	S 89°59'20" E	49.43'
L17	S 89°59'20" E	32.00'
L18	S 89°59'20" E	17.43'
L19	S 74°25'53" E	52.32'
L20	S 74°25'53" E	21.56'
L21	S 89°59'20" E	10.13'
L22	S 89°59'20" E	50.00'
L23	S 89°59'20" E	11.59'
L24	N 89°59'20" W	13.11'
L25	N 89°59'20" W	50.00'
L26	N 89°59'20" W	50.00'
L27	N 89°59'20" W	10.61'
L28	N 74°25'53" W	7.64'
L29	N 74°25'53" W	51.90'
L30	N 74°25'53" W	14.34'
L31	N 89°59'20" W	17.43'
L32	S 89°59'20" E	32.00'
L38	S 44°58'43" E	14.14'
L39	S 45°01'17" W	14.14'
L40	S 44°58'43" E	14.14'
L41	S 45°01'17" W	14.14'

SEE SHEET 4 FOR CURVE TABLE

RADIAL TABLE	
LINE	BEARING
R1	N 05°15'42" E
R2	S 03°00'24" E
R3	N 11°32'53" E
R4	S 11°31'33" E
R5	N 46°02'59" E
R6	N 05°48'58" E
R7	S 06°34'40" W
R8	N 08°46'34" E
R9	N 49°52'59" W
R10	S 10°59'52" W
R11	N 12°04'34" W
R12	N 07°52'04" E
R13	S 07°51'45" W
R14	N 28°26'04" W
R15	S 09°33'43" W
R16	N 08°24'24" E
R17	S 54°05'51" W
R18	S 56°34'04" E
R19	N 18°21'00" E

FD. 5/8" REBAR AT WEST 1/4 CORNER SECTION 17

N 89°59'20" W 479.65'

GDR ENGINEERING, Inc.
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SUBDIVISION NO. 05-S-19

SIENNA ESTATES PHASE 1

BEING A SUBDIVISION OF LOT 10 AND A PORTION OF LOT 9 OF THE LANKERSHIM COLONY FILED IN VOLUME 4 OF MAPS, PAGE 31, MADERA COUNTY RECORDS, LYING IN THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 11 SOUTH, RANGE 18 EAST, MOUNT DIABLO BASE AND MERIDIAN IN THE CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

JOB NO. 05013 APRIL, 2006

GENERAL NOTES

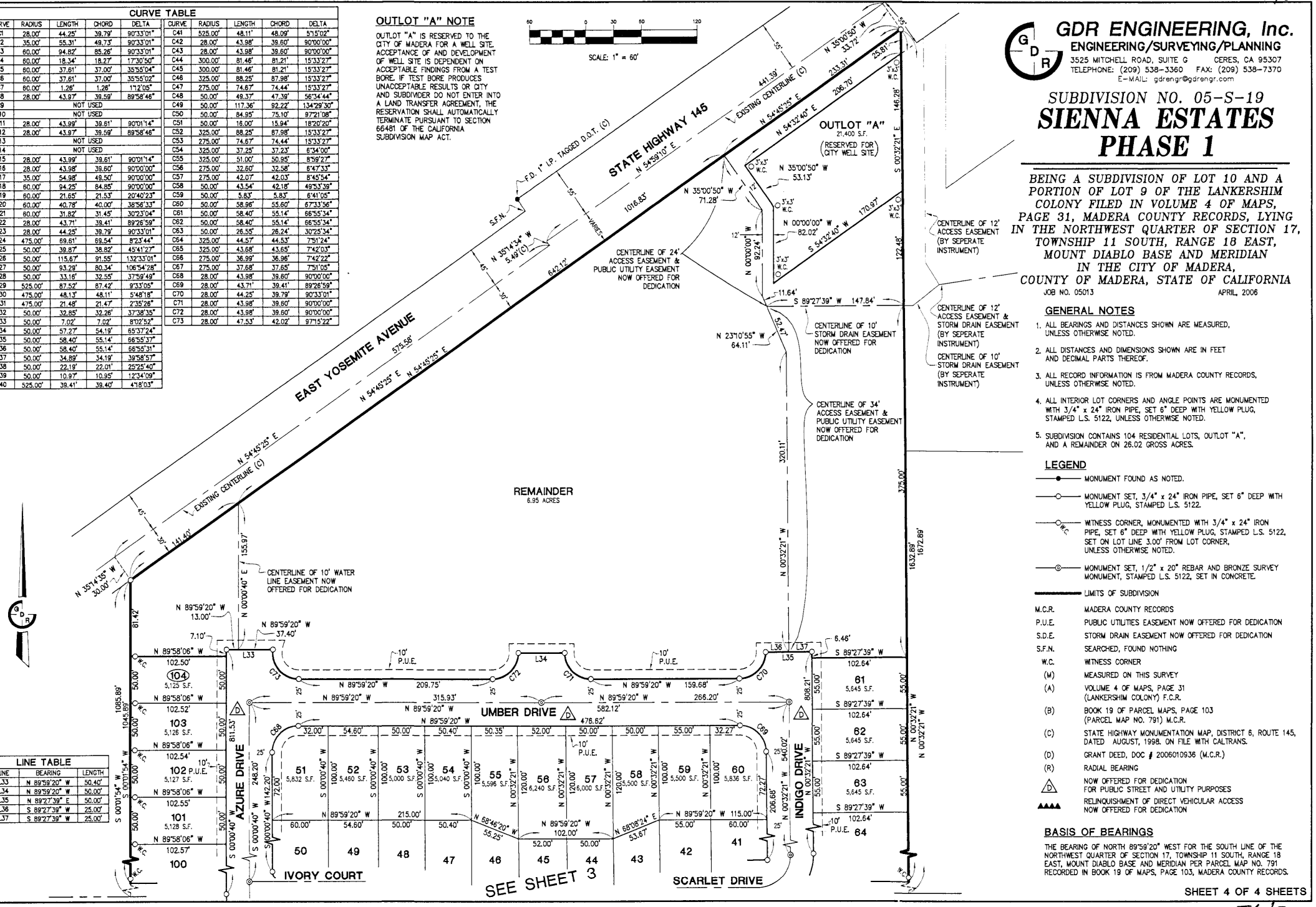
1. ALL BEARINGS AND DISTANCES SHOWN ARE MEASURED, UNLESS OTHERWISE NOTED.
2. ALL DISTANCES AND DIMENSIONS SHOWN ARE IN FEET AND DECIMAL PARTS THEREOF.
3. ALL RECORD INFORMATION IS FROM MADERA COUNTY RECORDS, UNLESS OTHERWISE NOTED.
4. ALL INTERIOR LOT CORNERS AND ANGLE POINTS ARE MONUMENTED WITH 3/4" x 24" IRON PIPE, SET 6" DEEP WITH YELLOW PLUG, STAMPED L.S. 5122, UNLESS OTHERWISE NOTED.
5. SUBDIVISION CONTAINS 104 RESIDENTIAL LOTS, OUTLOT "A", AND A REMAINDER ON 26.02 GROSS ACRES.

LEGEND

- MONUMENT FOUND AS NOTED.
- MONUMENT SET, 3/4" x 24" IRON PIPE, SET 6" DEEP WITH YELLOW PLUG, STAMPED L.S. 5122.
- W.C. WITNESS CORNER, MONUMENTED WITH 3/4" x 24" IRON PIPE, SET 6" DEEP WITH YELLOW PLUG, STAMPED L.S. 5122, SET ON LOT LINE 3.00' FROM LOT CORNER, UNLESS OTHERWISE NOTED.
- MONUMENT SET, 1/2" x 20" REBAR AND BRONZE SURVEY MONUMENT, STAMPED L.S. 5122, SET IN CONCRETE.
- LIMITS OF SUBDIVISION
- M.C.R. MADERA COUNTY RECORDS
- P.U.E. PUBLIC UTILITIES EASEMENT NOW OFFERED FOR DEDICATION
- S.D.E. STORM DRAIN EASEMENT NOW OFFERED FOR DEDICATION
- S.F.N. SEARCHED, FOUND NOTHING
- W.C. WITNESS CORNER
- (M) MEASURED ON THIS SURVEY
- (A) VOLUME 4 OF MAPS, PAGE 31 (LANKERSHIM COLONY) F.C.R.
- (B) BOOK 19 OF PARCEL MAPS, PAGE 103 (PARCEL MAP NO. 791) M.C.R.
- (C) STATE HIGHWAY MONUMENTATION MAP, DISTRICT 6, ROUTE 145, DATED AUGUST, 1998. ON FILE WITH CALTRANS.
- (D) GRANT DEED, DOC # 2006010936 (M.C.R.)
- (R) RADIAL BEARING
- D NOW OFFERED FOR DEDICATION FOR PUBLIC STREET AND UTILITY PURPOSES
- RELINQUISHMENT OF DIRECT VEHICULAR ACCESS NOW OFFERED FOR DEDICATION

BASIS OF BEARINGS

THE BEARING OF NORTH 89°59'20" WEST FOR THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 11 SOUTH, RANGE 18 EAST, MOUNT DIABLO BASE AND MERIDIAN PER PARCEL MAP NO. 791 RECORDED IN BOOK 19 OF MAPS, PAGE 103, MADERA COUNTY RECORDS.



CURVE TABLE									
RVE	RADIUS	LENGTH	CHORD	DELTA	CURVE	RADIUS	LENGTH	CHORD	DELTA
1	28.00'	44.25'	39.79'	90°33'01"	C41	525.00'	48.11'	48.09'	5°15'02"
2	35.00'	55.31'	49.73'	90°33'01"	C42	28.00'	43.98'	39.60'	90°00'00"
3	60.00'	94.82'	85.26'	90°33'01"	C43	28.00'	43.98'	39.60'	90°00'00"
4	60.00'	18.34'	18.27'	17°30'50"	C44	300.00'	81.46'	81.21'	15°33'27"
5	60.00'	37.61'	37.00'	35°55'04"	C45	300.00'	81.46'	81.21'	15°33'27"
6	60.00'	37.61'	37.00'	35°55'02"	C46	325.00'	88.25'	87.98'	15°33'27"
7	60.00'	1.26'	1.26'	1°12'05"	C47	275.00'	74.67'	74.44'	15°33'27"
8	28.00'	43.97'	39.59'	89°58'46"	C48	50.00'	48.37'	47.39'	56°34'44"
9	NOT USED				C49	50.00'	117.36'	92.22'	134°29'30"
10	NOT USED				C50	50.00'	84.95'	75.10'	97°21'08"
11	28.00'	43.99'	39.61'	90°01'14"	C51	50.00'	16.00'	15.94'	18°20'20"
12	28.00'	43.97'	39.59'	89°58'46"	C52	325.00'	88.25'	87.98'	15°33'27"
13	NOT USED				C53	275.00'	74.67'	74.44'	15°33'27"
14	NOT USED				C54	325.00'	37.25'	37.23'	6°34'00"
15	28.00'	43.99'	39.61'	90°01'14"	C55	325.00'	51.00'	50.95'	8°59'27"
16	28.00'	43.98'	39.60'	90°00'00"	C56	275.00'	32.60'	32.58'	6°47'33"
17	35.00'	54.98'	49.50'	90°00'00"	C57	275.00'	42.07'	42.03'	8°45'54"
18	60.00'	94.25'	84.85'	90°00'00"	C58	50.00'	43.54'	42.18'	49°53'39"
19	60.00'	21.65'	21.53'	20°40'23"	C59	50.00'	5.83'	5.83'	6°41'05"
20	60.00'	40.78'	40.00'	38°56'33"	C60	50.00'	58.96'	55.60'	67°33'56"
21	60.00'	31.82'	31.45'	30°23'04"	C61	50.00'	58.40'	55.14'	66°55'34"
22	28.00'	43.71'	39.41'	89°26'59"	C62	50.00'	58.40'	55.14'	66°55'34"
23	28.00'	44.25'	39.79'	90°33'01"	C63	50.00'	26.55'	26.24'	30°25'34"
24	475.00'	69.61'	69.54'	8°23'44"	C64	325.00'	44.57'	44.53'	7°51'24"
25	50.00'	39.87'	38.82'	45°41'27"	C65	325.00'	43.68'	43.65'	7°42'03"
26	50.00'	115.67'	91.55'	132°33'01"	C66	275.00'	36.99'	36.96'	7°42'22"
27	50.00'	93.29'	80.34'	106°54'28"	C67	275.00'	37.68'	37.65'	7°51'05"
28	50.00'	33.16'	32.55'	37°59'49"	C68	28.00'	43.98'	39.60'	90°00'00"
29	525.00'	87.52'	87.42'	9°33'05"	C69	28.00'	43.71'	39.41'	89°26'59"
30	475.00'	48.13'	48.11'	5°48'18"	C70	28.00'	44.25'	39.79'	90°33'01"
31	475.00'	21.48'	21.47'	2°35'26"	C71	28.00'	43.98'	39.60'	90°00'00"
32	50.00'	32.85'	32.26'	37°38'35"	C72	28.00'	43.98'	39.60'	90°00'00"
33	50.00'	7.02'	7.02'	8°02'52"	C73	28.00'	47.53'	42.02'	97°15'22"
34	50.00'	57.27'	54.19'	65°37'24"					
35	50.00'	58.40'	55.14'	66°55'37"					
36	50.00'	58.40'	55.14'	66°55'31"					
37	50.00'	34.89'	34.19'	39°58'57"					
38	50.00'	22.19'	22.01'	25°25'40"					
39	50.00'	10.97'	10.95'	12°34'09"					
40	525.00'	39.41'	39.40'	4°18'03"					

LINE TABLE		
INE	BEARING	LENGTH
L33	N 89°59'20" W	50.40'
L34	N 89°59'20" W	50.00'
L35	N 89°27'39" E	50.00'
L36	S 89°27'39" W	25.00'
L37	S 89°27'39" W	25.00'

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SUBDIVISION NO. 05-S-19

SIENNA ESTATES PHASE 1

BEING A SUBDIVISION OF LOT 10 AND A PORTION OF LOT 9 OF THE LANKERSHIM COLONY FILED IN VOLUME 4 OF MAPS, PAGE 31, MADERA COUNTY RECORDS, LYING IN THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 11 SOUTH, RANGE 18 EAST, MOUNT DIABLO BASE AND MERIDIAN IN THE CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

JOB NO. 05013 APRIL, 2006

GENERAL NOTES

1. ALL BEARINGS AND DISTANCES SHOWN ARE MEASURED, UNLESS OTHERWISE NOTED.
2. ALL DISTANCES AND DIMENSIONS SHOWN ARE IN FEET AND DECIMAL PARTS THEREOF.
3. ALL RECORD INFORMATION IS FROM MADERA COUNTY RECORDS, UNLESS OTHERWISE NOTED.
4. ALL INTERIOR LOT CORNERS AND ANGLE POINTS ARE MONUMENTED WITH 3/4" x 24" IRON PIPE, SET 6" DEEP WITH YELLOW PLUG, STAMPED L.S. 5122, UNLESS OTHERWISE NOTED.
5. SUBDIVISION CONTAINS 104 RESIDENTIAL LOTS, OUTLOT "A", AND A REMAINDER ON 26.02 GROSS ACRES.

LEGEND

- MONUMENT FOUND AS NOTED.
- MONUMENT SET, 3/4" x 24" IRON PIPE, SET 6" DEEP WITH YELLOW PLUG, STAMPED L.S. 5122.
- W.C. WITNESS CORNER, MONUMENTED WITH 3/4" x 24" IRON PIPE, SET 6" DEEP WITH YELLOW PLUG, STAMPED L.S. 5122, SET ON LOT LINE 3.00' FROM LOT CORNER, UNLESS OTHERWISE NOTED.
- MONUMENT SET, 1/2" x 20" REBAR AND BRONZE SURVEY MONUMENT, STAMPED L.S. 5122, SET IN CONCRETE.
- LIMITS OF SUBDIVISION

M.C.R.	MADERA COUNTY RECORDS
P.U.E.	PUBLIC UTILITIES EASEMENT NOW OFFERED FOR DEDICATION
S.D.E.	STORM DRAIN EASEMENT NOW OFFERED FOR DEDICATION
S.F.N.	SEARCHED, FOUND NOTHING
W.C.	WITNESS CORNER
(M)	MEASURED ON THIS SURVEY
(A)	VOLUME 4 OF MAPS, PAGE 31 (LANKERSHIM COLONY) F.C.R.
(B)	BOOK 19 OF PARCEL MAPS, PAGE 103 (PARCEL MAP NO. 791) M.C.R.
(C)	STATE HIGHWAY MONUMENTATION MAP, DISTRICT 6, ROUTE 145, DATED AUGUST, 1998. ON FILE WITH CALTRANS.
(D)	GRANT DEED, DOC # 2006010936 (M.C.R.)
(R)	RADIAL BEARING
D	NOW OFFERED FOR DEDICATION FOR PUBLIC STREET AND UTILITY PURPOSES
	RELINQUISHMENT OF DIRECT VEHICULAR ACCESS NOW OFFERED FOR DEDICATION

BASIS OF BEARINGS

THE BEARING OF NORTH 89°59'20" WEST FOR THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 11 SOUTH, RANGE 18 EAST, MOUNT DIABLO BASE AND MERIDIAN PER PARCEL MAP NO. 791 RECORDED IN BOOK 19 OF MAPS, PAGE 103, MADERA COUNTY RECORDS.

FINAL MAP OF TRACT 22–S–01

SIENNA ESTATES PHASE 2

A PLANNED DEVELOPMENT
BEING A SUBDIVISION OF A PORTION OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 11 SOUTH, RANGE 18 EAST, MOUNT DIABLO BASE & MERIDIAN IN THE CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA SURVEYED AND PLATTED IN SEPTEMBER 2021, BY LANDDESIGN CONSULTING

CONSISTING OF THREE SHEETS
SHEET ONE OF THREE SHEETS

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA }
COUNTY OF _____ }

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

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

WITNESS MY HAND

SIGNATURE _____

NAME _____

COUNTY OF _____

MY COMMISSION EXPIRES _____

MY COMMISSION NUMBER _____

SOILS CERTIFICATE

A SOILS REPORT WAS PREPARED FOR THIS MAP BY SEE'S CONSULTING AND TESTING INC. AND SIGNED BY DAVID L. SHAW, RCE C88890 AND DATED DECEMBER 12, 2022, SAID REPORT HAS BEEN PLACED ON FILE WITH THE CITY OF MADERA.

RECORD TITLE INTEREST STATEMENT

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

TARLTON PROPERTIES LLC, A CALIFORNIA LIMITED LIABILITY COMPANY,

BY: _____ _____
THOMAS O. TARLTON, MANAGER DATE

ABANDONMENTS

THE FOLLOWING EASEMENT(S) ARE ABANDONED WITH THE RECORDING OF THIS MAP PURSUANT TO SECTION 66434(G) OF THE SUBDIVISION MAP ACT:

1. THE 10' WATER LINE EASEMENT LOCATED IN THE AZURE DRIVE ALIGNMENT AS SHOWN ON THE MAP OF THE SUBDIVISION NO. 05–S–19, SIENNA ESTATES PHASE 1, ACCORDING TO THE MAP THEREOF IN BOOK 56 OF MAPS AT PAGES 5 THOUGH 8, MADERA COUNTY RECORDS.
2. THE 34' WIDE AND THE 24' WIDE ACCESS EASEMENT AND PUBLIC UTILITY EASEMENT LOCATED IN THE INDIGO DRIVE ALIGNMENT AS SHOWN ON THE MAP OF SUBDIVISION NO. 05–S–19, SIENNA ESTATES PHASE 1, ACCORDING TO THE MAP THEREOF IN BOOK 56 OF MAPS AT PAGES 5 THOUGH 8, MADERA COUNTY RECORDS.

LEGAL DESCRIPTION

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

OUTLOT A AND THE REMAINDER OF TRACT NO. 05–S–19, SIENNA ESTATES, PHASE 1, IN THE CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF, RECORDED MAY 11, 2006 IN BOOK 56 PAGES 5 THROUGH 8 OF MAPS, INCLUSIVE, MADERA COUNTY RECORDS.

THIS PROPERTY IS SUBJECT TO THE FOLLOWING

1. EXCEPTING THEREFROM AN UNDIVIDED 1/2 INTEREST IN AND TO ALL OIL, GAS AND OTHER MINERALS NOW EXISTING OR HEREAFTER DISCOVERED ON SAID PREMISES AS RESERVED IN DEED FROM PACIFIC COAST JOINT STOCK LAND BANK OF SAN FRANCISCO, A CORPORATION, TO EINER ANDERSON, ET UX, DATED APRIL 30, 1937, AND RECORDED JUNE 22, 1937, IN VOLUME 213 PAGE 48 OF OFFICIAL RECORDS, MADERA COUNTY RECORDS.
2. MATTERS CONTAINED IN DOCUMENT ENTITLED "EASEMENT DEED" EXECUTED BY AND BETWEEN RANDOLPH F. BERRY AND SHERYL E. BERRY AND RUSS WRIGHT AND RON WRIGHT RECORDED JUNE 3, 1977 AS INSTRUMENT NO. 14110 OF OFFICIAL RECORDS, AND RERECORDED FEBRUARY 22, 1979 AS DOC. NO. 4198, O.R.
3. PUBLIC UTILITY EASEMENT AS SHOWN ON THE SUBDIVISION MAP NO. 05–S–19 FILED MAY 11, 2006 IN BOOK 56, PAGE 5 THROUGH 8 OF MAPS, M.C.R.
4. COMMUNITY FACILITIES DISTRICT (CFD) 2005–01, RECORDED AS DOCUMENT NO. _____, ON _____.
5. COVENANT LANDSCAPE MAINTENANCE DISTRICT ZONE ____, RECORDED AS DOCUMENT NO. _____, ON _____.

PROFESSIONAL LAND SURVEYOR
RUBEN APARICIO III
PLS 8026
STATE OF CALIFORNIA

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF TARLTON PROPERTIES, ON SEPTEMBER 2021. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE ONE YEAR OF THE DATE THIS MAP IS RECORDED, OR ANY TIME EXTENSION APPROVED BY THE CITY ENGINEER AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

_____ _____
RUBEN APARICIO III, P.L.S. 8026 DATE

CITY ENGINEER'S CERTIFICATE

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

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

CITY SURVEYOR'S CERTIFICATE

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

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

DEVELOPMENT REVIEW COMMITTEE CERTIFICATE

I, WILL TACKETT, SECRETARY OF THE DEVELOPMENT REVIEW COMMITTEE OF THE CITY OF MADERA, STATE OF CALIFORNIA, HEREBY CERTIFY THAT THE PLANNING COMMISSION CONDITIONALLY APPROVED THE TENTATIVE MAP ON THE _____ DAY OF _____, 20___.

BY: _____ _____
WILL TACKETT, SECRETARY, DATE
CITY OF MADERA DEVELOPMENT REVIEW COMMITTEE

CITY CLERK'S CERTIFICATE

I, ALICIA GONZALES, CITY CLERK OF THE CITY OF MADERA, HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA, BY RESOLUTION NO. _____ADOPTED AT THE MEETING OF SAID COUNCIL DULY CONVENED AND HELD ON THE _____ DAY OF _____, 20___, DID APPROVE THE WITHIN MAP, AND ACCEPTED ON BEHALF OF THE PUBLIC, SUBJECT TO CONSTRUCTION, ALL PARCELS OF LAND OFFERED FOR DEDICATION FOR PUBLIC USE IN CONFORMITY WITH TERMS OF THE OFFER OF DEDICATION, AND APPROVED THE ABANDONMENT OF THE EASEMENTS NOTED ON THIS MAP AS ABANDONED BY THE FILING OF THE MAP. IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL OF SAID CITY THIS _____ DAY OF _____, 20___.

BY: _____ _____
ALICIA GONZALES, MADERA CITY CLERK DATE

RECORDER'S CERTIFICATE

DOCUMENT NO. _____ FEE $ _____

FILED THIS _____ DAY OF _____, 20___.

AT _____.M. IN VOLUME _____ OF MAPS, AT PAGES ___, _____

AND _____, M.C.R., AT THE REQUEST OF _____,

MADERA COUNTY RECORDS

REBECCA MARTINEZ, RECORDER

BY: _____
DEPUTY

LANDDESIGN
CONSULTING
"Building a World!"
6702 N. CEDAR AVE. STE. 201
FRESNO, CA 93710
TEL (559) 538–3402

DRAWING: S:\2021\LDC21020\Survey\Record Data\Maps\21020_FM.dwg:1 – LDC–Civil.ctb
PLOT BY: jluis Aug 16, 2024 – 12:04am

Attachment 2(f)

FINAL MAP OF TRACT 22-S-01

SIENNA ESTATES PHASE 2

A PLANNED DEVELOPMENT
BEING A SUBDIVISION OF A PORTION OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 11 SOUTH, RANGE 18 EAST, MOUNT DIABLO BASE & MERIDIAN IN THE CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA SURVEYED AND PLATTED IN SEPTEMBER 2021, BY LANDDESIGN CONSULTING

CONSISTING OF THREE SHEETS
SHEET TWO OF THREE SHEETS

BASIS OF BEARINGS

THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 17 SOUTH, RANGE 18 EAST, MOUNT DIABLO BASE AND MERIDIAN, TAKEN TO BE N89°59'20"W AS PER GNSS OBSERVATION.

NOTES

1. SET 3/4" IRON PIPE, 6" DOWN, TAGGED LS 8026 AT ALL LOT CORNERS AND ANGLE POINTS.
2. FOUND BRASS CAP, TAGGED LS 5122, FLUSH IN CONCRETE AS PER FINAL MAP SIENNA ESTATES PHASE 1, RECORDED IN BOOK 56 OF MAPS, PAGES 5 THROUGH 8, M.C.R.
3. FOUND 3/4" IRON PIPE, TAGGED LS 5122, 0.2' DOWN AS PER FINAL MAP SIENNA ESTATES PHASE 1, RECORDED IN BOOK 56 OF MAPS, PAGES 5 THROUGH 8, M.C.R.
4. FOUND 1/2" REBAR, NO TAGGED, 0.3' DOWN AS PER FINAL MAP SIENNA ESTATES PHASE 1, RECORDED IN BOOK 56 OF MAPS, PAGES 5 THROUGH 8, M.C.R.
5. FOUND 1" IRON PIPE, TAGGED CALIF. DOT, 0.4' DOWN AS PER STATE HIGHWAY MONUMENTATION MAP, COUNTY OF MADERA, ROUTE 145, POST MILE 11.51, SHEET 3 OF 3
6. SEARCHED FOR NOT FOUND. POSITION ESTABLISHED WITH INTERSECTION OF THE EAST LINE OF LOT 10 OF LANKERSHIM COLONY MAP VOL. 4 OF MAPS, PG. 31, FRESNO COUNTY RECORDS, AND THE EXISTING SOUTH STATE RIGHT-OF-WAY PER FINAL MAP SIENNA ESTATES PHASE 1, RECORDED IN BOOK 56 OF MAPS, PAGES 5 THROUGH 8, M.C.R.
7. OUTLOT 'A' IS RESERVED FOR CITY OF MADERA WELL LOT

LEGEND

- MONUMENT FOUND AND ACCEPTED AS NOTED.
- SET 2 " BRASS CAP FLUSH IN CONCRETE, STAMPED LS 8026 PER CITY STANDARD E-1.
- (1) PREVIOUSLY DEDICATED FOR STORM DRAIN PURPOSES PER TRACT MAP 05-S-19, FILED IN BOOK 56 OF MAPS PAGES 5 THROUGH 8, RECORDED MAY 11, 2006, MADERA COUNTY RECORDS.
- (2) PREVIOUSLY DEDICATED FOR PUBLIC STREET AND UTILITY PURPOSES PER TRACT MAP 05-S-19, FILED IN BOOK 56 OF MAPS PAGES 5 THROUGH 8, RECORDED MAY 11, 2006, MADERA COUNTY RECORDS.
- (3) IRREVOCABLE OFFER OF DEDICATION FOR STATE HIGHWAY PURPOSES PER INSTRUMENT 85953, DOCUMENT NO. 2006018483, RECORDED APRIL 25, 2006, MADERA COUNTY RECORDS.
- (4) PREVIOUSLY DEDICATED FOR WATER LINE PURPOSES PER TRACT MAP 05-S-19, FILED IN BOOK 56 OF MAPS PAGES 5 THROUGH 8, RECORDED MAY 11, 2006, MADERA COUNTY RECORDS.
- ( ) RECORD DATA PER TRACT MAP 05-S-19, FILED IN BOOK 56 OF MAPS PAGES 5 THROUGH 8, RECORDED MAY 11, 2006, M.C.R.
- ▲▲▲ RELINQUISHMENT OF DIRECT VEHICULAR ACCESS NOW OFFERED FOR DEDICATION
- M.C.R. MADERA COUNTY RECORDS.
- HEAVY SHADED BORDER INDICATES THE LIMITS OF THIS SUBDIVISION.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS EASEMENTS FOR PUBLIC PURPOSES:

- ▲ AREA NOW OFFERED FOR DEDICATION TO THE CITY OF MADERA FOR PUBLIC STREET PURPOSES.
- PUE PUBLIC UTILITY EASEMENT NOW OFFERED FOR DEDICATION TO THE CITY OF MADERA FOR PUBLIC USE AND ALL MUNICIPAL PURPOSES. INCLUDING SIDEWALK.
- PUPE PUBLIC UTILITY AND PEDESTRIAN EASEMENT NOW OFFERED FOR DEDICATION TO THE CITY OF MADERA FOR PUBLIC USE AND ALL MUNICIPAL PURPOSES. INCLUDING SIDEWALK.
- (5) NOW OFFERED FOR DEDICATION TO THE CITY OF MADERA FOR STORM DRAIN PURPOSES.

LANDDESIGN CONSULTING
"Building a World!"
6702 N. CEDAR AVE. STE. 201
FRESNO, CA 93710
TEL (559) 538-3402

DRAWING: S:\2021\LDC21020\Survey\Record Data\Maps\21020_FM.dwg:2 - LDC-Civil.ctb
PLOT BY: jlus Aug 16, 2024 - 12:04pm

FINAL MAP OF
TRACT 22-S-01

SIENNA ESTATES PHASE 2

A PLANNED DEVELOPMENT
BEING A SUBDIVISION OF A PORTION OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 11 SOUTH, RANGE 18 EAST, MOUNT DIABLO BASE & MERIDIAN IN THE CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA SURVEYED AND PLATTED IN SEPTEMBER 2021, BY LANDDESIGN CONSULTING

CONSISTING OF THREE SHEETS
SHEET THREE OF THREE SHEETS

CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	TANGENT
C1	47.88'	50.00'	54°51'47"	25.95'
C2	66.78'	50.00'	76°31'19"	39.43'
C3	44.31'	50.00'	50°46'46"	23.73'
C4	50.47'	50.00'	57°50'13"	27.62'
C5	209.44'	50.00'	240°00'01"	86.60'
C6	13.99'	50.00'	16°01'42"	7.04'
C7	32.04'	50.00'	36°42'57"	16.59'
C8	46.03'	50.00'	52°44'39"	24.79'
C9 (C9)	47.53' 47.53'	28.00' 28.00'	97°15'22" 97°15'22"	31.79' –
C10 (C10)	43.98' 43.98'	28.00' 28.00'	90°00'00" 90°00'00"	28.00' –
C11	24.80'	50.00'	28°25'19"	12.66'
C12	11.33'	50.00'	12°59'16"	5.69'
C13	36.14'	50.00'	41°24'35"	18.90'
C14	39.06'	50.00'	44°45'30"	20.59'
C15	50.43'	50.00'	57°47'09"	27.59'
C16	50.18'	50.00'	57°29'50"	27.43'
C17	50.02'	50.00'	57°19'16"	27.33'

CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	TANGENT
C18	39.67'	50.00'	45°27'24"	20.94'
C19	229.36'	50.00'	262°49'09"	56.69'
C20	10.45'	50.00'	11°58'19"	5.24'
C21	25.69'	50.00'	29°26'16"	13.13'
C22	36.14'	50.00'	41°24'35"	18.90'
C23 (C23)	43.98' 43.98'	28.00' 28.00'	90°00'00" 90°00'00"	28.00' –
C24 (C24)	44.26' 44.25'	28.00' 28.00'	90°33'30" 90°33'01"	28.27' –
C25	24.12'	50.00'	27°38'10"	12.30'
C26	28.24'	50.00'	32°21'50"	14.51'
C27	52.36'	50.00'	60°00'00"	28.87'
C28	39.07'	50.00'	44°46'32"	20.60'
C29	38.34'	50.00'	43°56'08"	20.17'
C30	41.80'	50.00'	47°53'58"	22.21'
C31	24.24'	50.00'	27°46'23"	12.36'
C32	47.23'	50.00'	54°07'00"	25.54'
C33	18.76'	50.00'	21°30'00"	9.49'
C34	209.44'	50.00'	240°00'00"	86.60'

LINE TABLE		
LINE #	LENGTH	BEARING
L1	50.40' (50.40')	N89° 59' 20"W (N89° 59' 20"W)
L2	50.00' (50.00')	S89° 59' 20"E (N89° 59' 20"W)
L3	50.00' (50.00')	N89° 33' 03"E (N89° 27' 39"E)
L4	31.23'	S13° 47' 34"W
L5	32.72'	N35° 00' 50"W
L6	30.65'	N84° 13' 27"W
L7	25.15'	N35° 00' 50"W
L8	8.54'	N35° 14' 35"W
L9	30.62'	N0° 00' 35"E
L10	25.81'	N0° 32' 52"W

RADIAL TABLE	
RADIAL #	DIRECTION
R1	S35° 07' 36"E
R2	S41° 23' 42"W
R3	N87° 49' 32"W
R4	N29° 59' 19"W
R5	N46° 01' 01"W
R6	N82° 43' 58"W
R7	N61° 35' 21"E
R8	S86° 38' 25"E
R9	S28° 51' 16"E
R10	S28° 38' 34"W
R11	S85° 57' 50"W

RADIAL TABLE	
RADIAL #	DIRECTION
R12	N48° 34' 45"W
R13	N60° 33' 04"W
R14	N61° 49' 00"E
R15	N29° 27' 10"E
R16	N74° 13' 42"E
R17	S61° 50' 10"E
R18	S13° 56' 13"E
R19	S13° 50' 10"W
R20	S67° 57' 10"W
R21	N48° 36' 06"E

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DRAWING: S:\2021\LDC21020\Survey\Record Data\Maps\21020_FM.dwg3 - LDC-Civil.ctb
PLOT BY: jluis Aug 16, 2024 - 12:04am

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, P.E., Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: April 15, 2026

Agenda Number: A-2

SUBJECT:

Annexation of the Sienna Estates Subdivision, Phase 2 into Landscape Maintenance District Zone of Benefit 45A for Fiscal Year 2026/27

RECOMMENDATION:

Adopt a Resolution Approving Annexation No. 2026-01 for Annexation of the Sienna Estates, Phase 2 Subdivision (Tract No. 22-S-01) into Zone of Benefit 45A, Confirming the Diagram and Assessment for Landscape Maintenance District (LMD) Zone of Benefit 45A for Fiscal Year (FY) 2026/27; and Authorizing the City Clerk to File the Diagram and Assessment with the Madera County Auditor

SUMMARY:

This public hearing is for the purpose of annexing the Sienna Estates, Phase 2 Subdivision (Tract No. 22-S-01) into the City's LMD. The subject property is set forth in the attached resolution for Annexation No. 2026-01 for annexation into Zone of Benefit 45A.

- On January 11, 2005, the Planning Commission (Commission) approved Tentative Subdivision Map No. TSM VIII-04-18 for the Sienna Estates Subdivision ("Project"), with Madera Sienna, LLC. Madera Sienna, LLC lost ownership of the Project as part of the Great Recession, and the property was subsequently acquired by BHT II Madera 113, LLC.
- On September 12, 2017, the Commission approved a modification of conditions to Tentative Subdivision Map No. TSM VIII-04-18. The modification, TSM 2005-15 Mod was prepared at the request by the then owner to provide clarification and specificity to the original conditions for the Project.
- On January 12, 2021, the Commission approved a two-year extension of Tentative Subdivision Map No. TSM VIII-04-18. All previously approved conditions of approval remained in effect after this extension. Two new conditions were added. The first

extended the map for the requested two-year extension. The second required TSM 2005-15 MOD to comply with City's adoption of the Parkland Acquisition Ordinance Act authorizing the City to require dedication of parkland or the payment of fees in-lieu of such dedication in effect since May 21, 2018.

On February 18, 2026, City Council (Council) approved a resolution to initiate proceedings pursuant to the Landscaping and Lighting Act of 1972 for the annexation of the Project into LMD Zone of Benefit 45A, to review the improvements and assessments for FY 2026/27 and set a public hearing. That hearing was set for April 15, 2026. The Proposed Resolution relates to the annexation of the Project into LMD Zone of Benefit 45A.

Attachment 1 illustrates a Project Location Map.

DISCUSSION:

In June of 1991, the City formed the LMD which allowed for individual LMD's to be formed for the purposes of levying assessments against new development for the maintenance of landscaped areas including median islands, certain park strips, frontage road median islands and certain landscaped outlots. Ultimately, the creation of LMD's lead to a greater ability to provide projects that meet the City's goals of more attractive development. In recent years, the City has taken efforts to halt or slow the growth of zones through annexation of new developments into existing zones where such annexation was logical.

The Final Map for the Project was approved by the Council at the regular meeting of the Council on February 18, 2025. At the same meeting, Council approved a resolution to initiate proceedings pursuant to the Landscaping and Lighting Act of 1972 for the annexation of the Project into LMD Zone of Benefit 45A, to review the improvements and assessments for FY 2026/27, and set a public hearing. That hearing was set for April 15, 2026. Annexation of the Project into LMD Zone of Benefit 45A is one component of the project that must be approved prior to recordation of the Final Map.

Annexation of the Sienna Estates Subdivision Phase 2 (Tract No. 22-S-01) into LMD Zone of Benefit 45A represents one component of the Project that must be approved prior to recordation of the Phase 2 Final Map. Those items include:

- Annexation of the Sienna Estates Subdivision Phase 2 (Tract No. 22-S-01) into LMD Zone of Benefit 45A shall be completed. This being the second meeting of two to complete this process.
- Annexation of the Project into the City's Community Facilities District (CFD) shall be completed through a separate action to be presented to the Council. The annexation process is currently active.
- All taxes will be paid.

- Bonds and insurance requirements will be provided or as part of an encroachment permit application to construct off-site improvements in advance of the approval of the Agreement.
- Plan Check & Inspection Fees will be provided or as part of an encroachment permit application to construct off-site improvements in advance of the approval of the Improvement Agreement.

The Subdivider, Tarlton Properties, LLC, has signed a Landowner's Consent for annexation into Zone of Benefit 45A of LMD. Pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15268(b)(3), approval of final subdivision maps is a ministerial action and is exempt from the requirements of CEQA.

The resolution includes acceptance of the signed and notarized covenant for the Project.

FINANCIAL IMPACT:

Parcels within the subdivision will be responsible for participating in the cost of maintaining existing and proposed landscaping within the subject zone. As such, there are no financial impacts to the General Fund so long as assessments are adjusted promptly.

For the addition of property to Zone of Benefit 45A, the annual assessment amount on the parcels subject to this action will be in an amount not to exceed $71.18 per parcel. A full listing of all 45A parcels and their assessment amounts can be found in Exhibit "C" of Attachment 3.

ALTERNATIVES:

Not adopt the resolution approving annexation. If Council does not approve annexation of parcels into the existing LMD zone, it would result in the inability to record the Final Map and for the Subdivider to complete the project. Disapproval will require the Council to make certain findings that specific conditions have not been met.

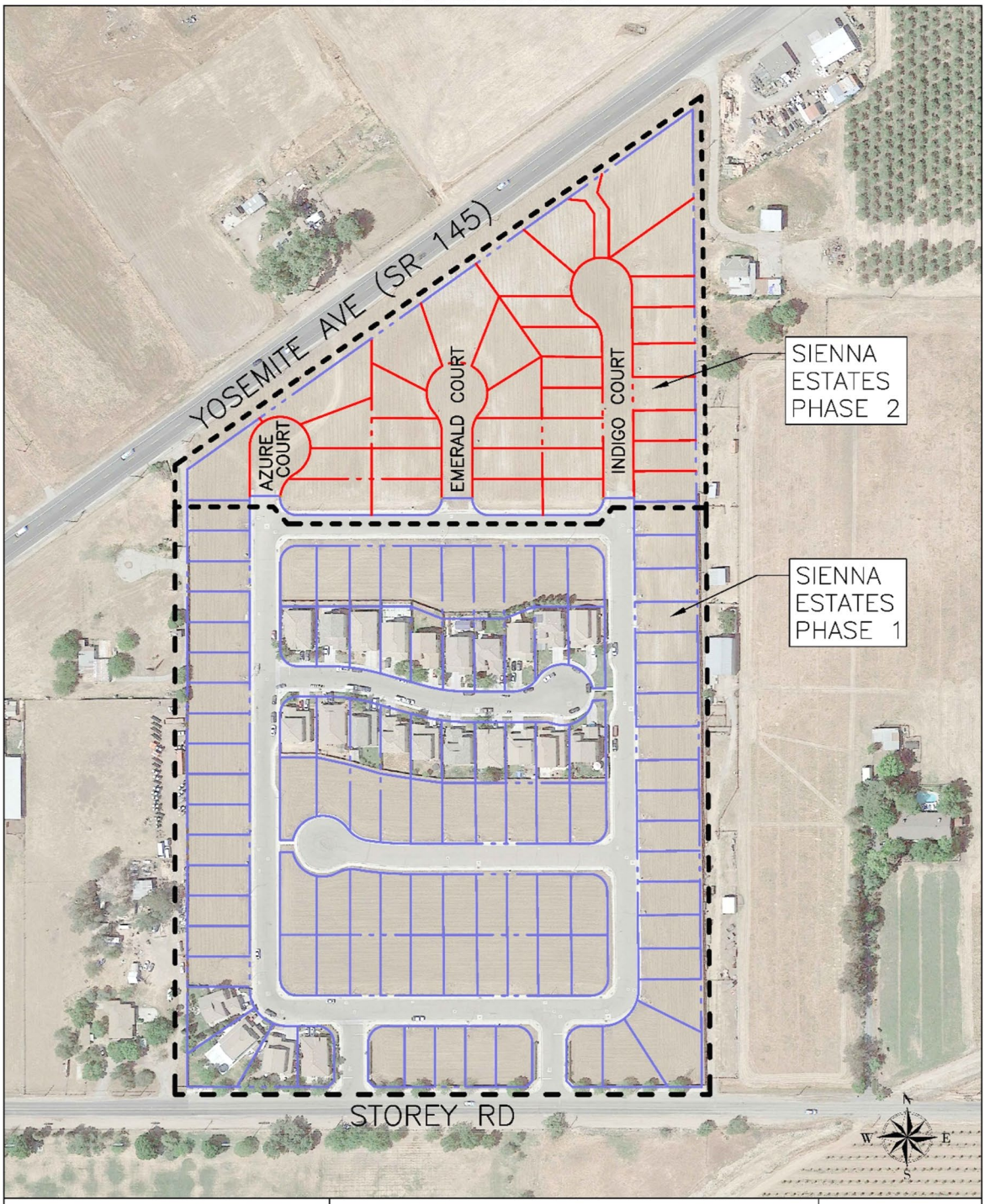
ATTACHMENTS:

1. Project Location Map
2. Zone Location Map
3. Resolution – Approving Annexation, Confirmation of the Diagram, and Assessments for Zone of Benefit 45A
   Exhibit A – Legal Description
   Exhibit B – Assessment Diagram
   Exhibit C – Assessment Amounts
   Exhibit D – Covenant
   Exhibit A – General Depiction of the Subject Property

Attachment 1

Project Location Map

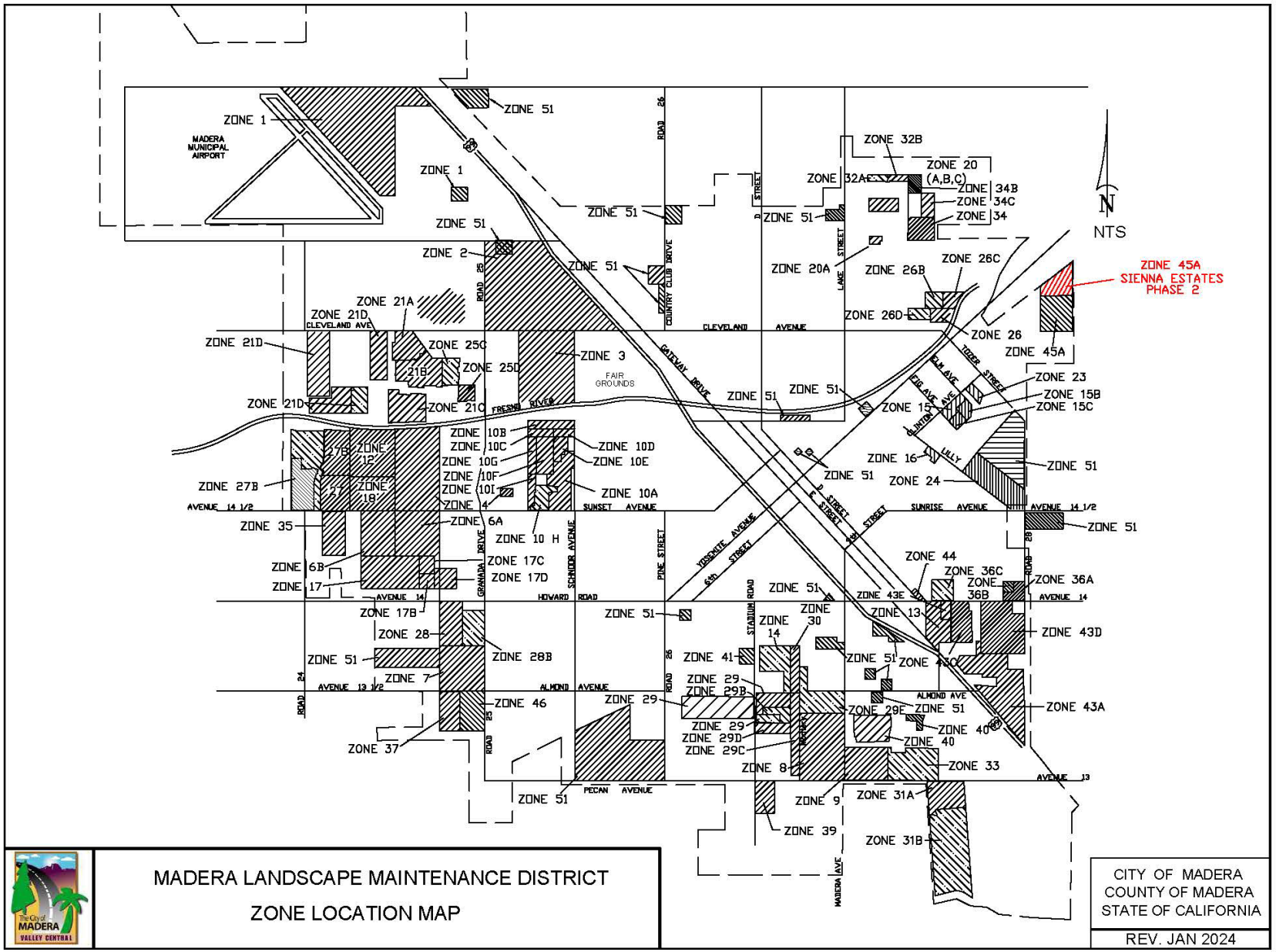
LOCATION MAP



CITY OF MADERA **ENGINEERING DEPARTMENT** **428 E. YOSEMITE AVE** **MADERA, CA 93638**	SIENNA ESTATES	DR BY: **EP** CH BY: DATE: **11/01/23** SCALE: **NTS** SHT **1** OF **1**

Attachment 2

Zone Location Map



MADERA LANDSCAPE MAINTENANCE DISTRICT

ZONE LOCATION MAP

CITY OF MADERA
COUNTY OF MADERA
STATE OF CALIFORNIA

REV. JAN 2024

Attachment 3

Resolution
Approving Annexation, Confirmation of the Diagram, and Assessments for Zone of Benefit 45A

RESOLUTION NO. 26-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING ANNEXATION NO. 2026-01 FOR ANNEXATION OF SIENNA ESTATES PHASE 2 SUBDIVISION (TRACT NO. 22-S-01) INTO ZONE OF BENEFIT 45A; CONFIRMING THE DIAGRAM AND ASSESSMENT FOR CITY OF MADERA LANDSCAPE MAINTENANCE DISTRICT ZONE OF BENEFIT 45A FOR FISCAL YEAR (FY) 2026/27; AND AUTHORIZING THE CITY CLERK TO FILE THE DIAGRAM AND ASSESSMENT WITH THE MADERA COUNTY AUDITOR

WHEREAS, the City of Madera Landscape Maintenance District (District) was formed by Resolution No. 91-67, approved June 17, 1991, pursuant to Part 2 of Division 15 of the Streets and Highways Code (Landscape and Lighting Act of 1972), herein the "Act"; and

WHEREAS, the assessments for FY 2026/27 will reflect the cost of landscape maintenance provided by the City for said fiscal year; and

WHEREAS, the owner of property proposed to be annexed to Zone of Benefit 51 as described in **Exhibit "A"** and diagramed in **Exhibit "B**" attached hereto and incorporated herein by reference, has consented to said annexation and such annexation may be ordered without notice and hearing or filing of Engineer's Report, or both; and

WHEREAS, the assessment amounts are set forth in **Exhibit "C**"; and

WHEREAS, the Resolution of Intention set the public hearing on the annual assessments for April 15, 2026, at 6:00 p.m. in the City Council Chambers of the City of Madera; and

WHEREAS, on April 15, 2026, in the City Council Chambers at 205 W. 4th Street, the City Council held a public hearing regarding the levy of the annual assessments and heard and received all objections and protests to the assessments and other testimony; and

WHEREAS, the property owner has agreed that the annual assessment is proportional to, and no greater than, the special benefit conferred on the property by being annexed into the Landscape Maintenance District; and

WHEREAS, the property owner agrees that temporary decreases in assessment do not represent a waiver of other provisions of this covenant and that the assessment may later be reset to an amount consistent with the assessment up to, but not above, the amount outlined in the original Landscape Maintenance District Covenant, or most recent Proposition 218 vote, whichever is more recent.

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

1. The above recitals are true and correct.

2. That the public interest and convenience require that certain property described in Exhibit "A" and as diagrammed in Exhibit "B," both of which are attached hereto and by reference incorporated herein, be annexed to City Landscape Maintenance District as Zone of Benefit 45A for the maintenance and servicing of landscaping facilities.

3. The City Council hereby confirms the diagram and annual assessments and levies the assessments for FY 2026/27 for the same, as identified in Exhibits "A," "B" and "C," which are all attached to this resolution.

4. The City Council accepts the Covenant for Landscape Maintenance District Zone of Benefit 45A attached to this resolution as Exhibit "D" and incorporated by reference.

5. Pursuant to Section 22641 of the Streets and Highways Code, the City Clerk is authorized and directed to forthwith file the diagram and assessments with Auditor of Madera County.

6. The City Engineer and City Clerk are collectively authorized to make clerical corrections to this resolution and related documents.

7. This resolution is effective immediately upon adoption.

* * * * * * * * * * *

Exhibit A

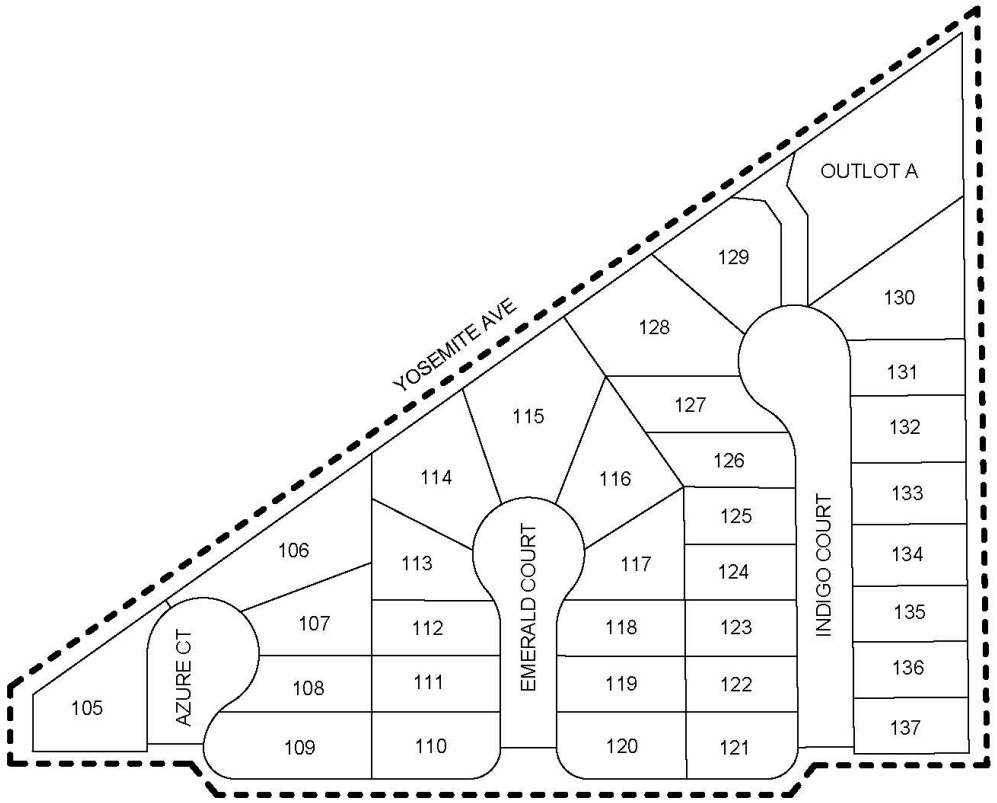
Legal Description

Outlot A and the remainder of Tract No. 05-S-19, Sienna Estates, Phase 1, in the City of Madera, County of Madera, State of California, according to the map thereof, recorded May 11, 2006 in Book 56 Pages 5 through 8 of Maps, inclusive, Madera County Records.

APN: 008-132-050-000, 008-132-049-000

Exhibit B

Assessment Diagram



NTS

LEGEND

PARCEL LOT BOUNDARY

ASSESSOR'S BOUNDARY

1 SUBDIVISION PARCEL NUMBER

ASSESSMENT DIAGRAM
INCLUSION OF SIENNA ESTATES PHASE 2 SUBDIVISION
INTO MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 45A
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
SIENNA ESTATES
PHASE 2
SUBDIVISION
REV. JAN 2024

Exhibit C

Assessment Amounts (Sheet 1 of 2)

Lot	Owner	Assessment Amount (FY 2026/2027)
1	Tarlton Properties, LLC, A California Limited Liability Company	$71.18
2	Tarlton Properties, LLC, A California Limited Liability Company	$71.18
3	Tarlton Properties, LLC, A California Limited Liability Company	$71.18
4	Tarlton Properties, LLC, A California Limited Liability Company	$71.18
5	Tarlton Properties, LLC, A California Limited Liability Company	$71.18
6	Tarlton Properties, LLC, A California Limited Liability Company	$71.18
7	Tarlton Properties, LLC, A California Limited Liability Company	$71.18
8	Tarlton Properties, LLC, A California Limited Liability Company	$71.18
9	Tarlton Properties, LLC, A California Limited Liability Company	$71.18
10	Tarlton Properties, LLC, A California Limited Liability Company	$71.18
11	Tarlton Properties, LLC, A California Limited Liability Company	$71.18
12	Tarlton Properties, LLC, A California Limited Liability Company	$71.18
13	Tarlton Properties, LLC, A California Limited Liability Company	$71.18
14	Tarlton Properties, LLC, A California Limited Liability Company	$71.18
15	Tarlton Properties, LLC, A California Limited Liability Company	$71.18
16	Tarlton Properties, LLC, A California Limited Liability Company	$71.18
17	Tarlton Properties, LLC, A California Limited Liability Company	$71.18
18	Tarlton Properties, LLC, A California Limited Liability Company	$71.18
19	Tarlton Properties, LLC, A California Limited Liability Company	$71.18
20	Tarlton Properties, LLC, A California Limited Liability Company	$71.18
21	Tarlton Properties, LLC, A California Limited Liability Company	$71.18
22	Tarlton Properties, LLC, A California Limited Liability Company	$71.18

Exhibit C

Assessment Amounts (Sheet 2 of 2)

Lot	Owner	Assessment Amount (FY 2026/2027)
23	Tarlton Properties, LLC, A California Limited Liability Company	$71.18
24	Tarlton Properties, LLC, A California Limited Liability Company	$71.18
25	Tarlton Properties, LLC, A California Limited Liability Company	$71.18
26	Tarlton Properties, LLC, A California Limited Liability Company	$71.18
27	Tarlton Properties, LLC, A California Limited Liability Company	$71.18
28	Tarlton Properties, LLC, A California Limited Liability Company	$71.18
29	Tarlton Properties, LLC, A California Limited Liability Company	$71.18
30	Tarlton Properties, LLC, A California Limited Liability Company	$71.18
31	Tarlton Properties, LLC, A California Limited Liability Company	$71.18
32	Tarlton Properties, LLC, A California Limited Liability Company	$71.18
33	Tarlton Properties, LLC, A California Limited Liability Company	$71.18

Exhibit D

Covenant
LMD Zone 45A

WHEN RECORDED MAIL TO:

City Clerk
City of Madera
205 W. Fourth Street
Madera, CA 93638

NO FEE - Government Code 6103 & 27383

APN: 004-170-009, 004-170-010, 004-170-020
TRACT NO. 24-S-02

COVENANT REGARDING LAND DEVELOPMENT FOR THE FINAL MAP OF TRACT NO. 22-S-01 "MADERA LANDSCAPE AND LIGHTING DISTRICT NO. 45A"

This covenant and agreement is by and between the City of Madera, a general law city ("City"), and Tarlton Properties, LLC ("Covenantor") located at 3562 S. Elm Avenue, Fresno, CA 93706, and is effective the date first appearing on the Clerk's Attestation and signature for the City of Madera.

RECITALS

A. Covenantor is the owner and developer of that certain real property in the City of Madera, County of Madera, State of California, hereinafter referred to as "the Subject Property," which is generally depicted on Exhibit "A" as Sienna Estates Phase 2 and more particularly described as:

Outlot A and the remainder of Tract No. 05-S-19, Sienna Estates, Phase 1, in the City of Madera, County of Madera, State of California, according to the map thereof, recorded May 11, 2006 in Book 56 Pages 5 through 8 of Maps, inclusive, Madera County Records.

APN: 008-132-050-000, 008-132-049-000

B. A condition of approval of Tentative Subdivision Map (TSM) 2004-18 and later TSM 2005-15 MOD is a requirement that, prior to Final Map recordation, the Covenantor will annex the property to the Madera Landscaping and Lighting District #45A ("LLMD No. 45A") to levy and collect assessments to cover the cost of maintaining all landscaping and irrigation systems within the LLMD No. 45A public right-of-way. The Covenantor is also required to disclose to all potential lot buyers that the Tract has been annexed into LLMD No. 45A. Said condition is set forth in Resolution No. 1868 as Condition No. 66 (hereafter "LLMD Condition").

C. The Covenantor and the City desire to enter into this covenant ("Covenant") providing for such annexation and notice to satisfy the LLMD Condition for the Subject Property portion of Tentative Tract No. 2005-15.

COVENANT AND AGREEMENT

In consideration of the foregoing recitals which are incorporated by reference and to satisfy the LLMD Condition, the Covenantor hereby covenants, promises, and agrees with the City for the benefit of the City and benefitted properties that the Subject Property shall be held,

conveyed, encumbered, used, occupied, developed, maintained, and improved subject to the following covenants, conditions, and restrictions, which are for the purpose of enhancing attractiveness, usefulness, value, desirability, and safety of the Subject Property, the surrounding property and the public at large, and to minimize possible adverse effects on the public health, safety, peace, and general welfare. Each of the covenants, conditions, and restrictions contained in this Covenant shall run with the Subject Property and shall be binding upon and inure to the benefit of each successive owner of the Subject Property and Covenantor's heirs, successors, and assigns during Covenantor's ownership thereof.

1. The Covenantor agrees that prior to the recordation of Final Map of 22-S-01, Covenantor will annex the property to LLMD No. 45A to be levied and assessments collected to cover the cost of maintaining landscaping and irrigation systems.

2. The Covenantor agrees to disclose to all potential lot buyers, prior to transfer of ownership, that the parcel within the Subject Property is part of LLMD No. 45A.

3. The conditions of this Covenant are intended to benefit the Subject Property, the public, the City and its public properties. Accordingly, it is agreed the City shall have the right to enforce this Covenant by any legal or equitable means, including, but not limited to, obtaining an order of specific performance, against the Covenantor and such person or persons in actual possession of Subject property who directly or who through any agent violate the terms hereof.

4. The Covenantor consents to an annual assessment on the Subject Property(ies) as set by the City. The Covenantor agrees that this assessment is proportional to, and no greater than, the special benefit conferred on the Subject Property by being annexed into the Landscape Maintenance District. The Covenantor further agrees that temporary decreases in assessment do not represent a waiver of other provisions of this Covenant and that the assessment may later be reset to an amount as authorized for the LLMD.

5. Covenantor acknowledges that at some future date LLMD No. 45A may be consolidated with another Landscape Maintenance District, and Covenantor agrees to such annexation and waives any objections to the same.

6. The waiver by either party of a breach by the other of any provision of this Covenant shall not constitute a continuing waiver or a waiver of any subsequent breach of either

the same or a different provision of this Covenant. No provisions of this Covenant may be waived unless in writing and signed by all parties to this Covenant. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

7. If either party is required to commence any proceeding or legal action to enforce or interpret any term or condition of this Covenant, including enforcement of a lien thereunder or under LLMD No. 45A, 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 Covenant, "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.

8. The provisions of this Covenant shall be deemed independent and severable and the validity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof. Whenever the context of the Covenant so requires, in interpreting this Covenant, any gender includes the other genders, the singular includes the plural, and the plural includes the singular.

9. This Covenant shall not be deemed to confer any rights upon any individual or entity which is not a party hereto. The parties hereto expressly disclaim any such third-party benefit.

10. This Covenant may be amended only by a written instrument signed by both the City and the record owner of the Subject Property. Such instrument must be recorded in the Official Records of the County of Madera.

11. This Covenant may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

///

IN WITNESS WHEREOF, the parties duly executed this Covenant.

City:
CITY OF MADERA
a Municipal Corporation

By: _____
Arnoldo Rodriguez
City Manager

ATTEST:

By: _____
Alicia Gonzales
City Clerk

Date: _____

APPROVED:

By: _____
Keith B. Helmuth, P.E.
City Engineer

APPROVED AS TO FORM:

By: _____
Shannon L. Chaffin
City Attorney

Covenantor:

TARLTON PROPERTIES, LLC

By: _____
Thomas O. Tarlton
Manager

(*Covenantor Signature Requires Notary Acknowledgement*)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF MADERA

On _____, 2026 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ **INDIVIDUAL**
- ☐ **CORPORATE OFFICER**

_____
TITLE(S)

- ☐ **PARTNER(S)** ☐ **LIMITED** ☐ **GENERAL**
- ☐ **ATTORNEY-IN-FACT**
- ☐ **TRUSTEE(S)**
- ☐ **GUARDIAN/CONSERVATOR**
- ☐ **OTHER**_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

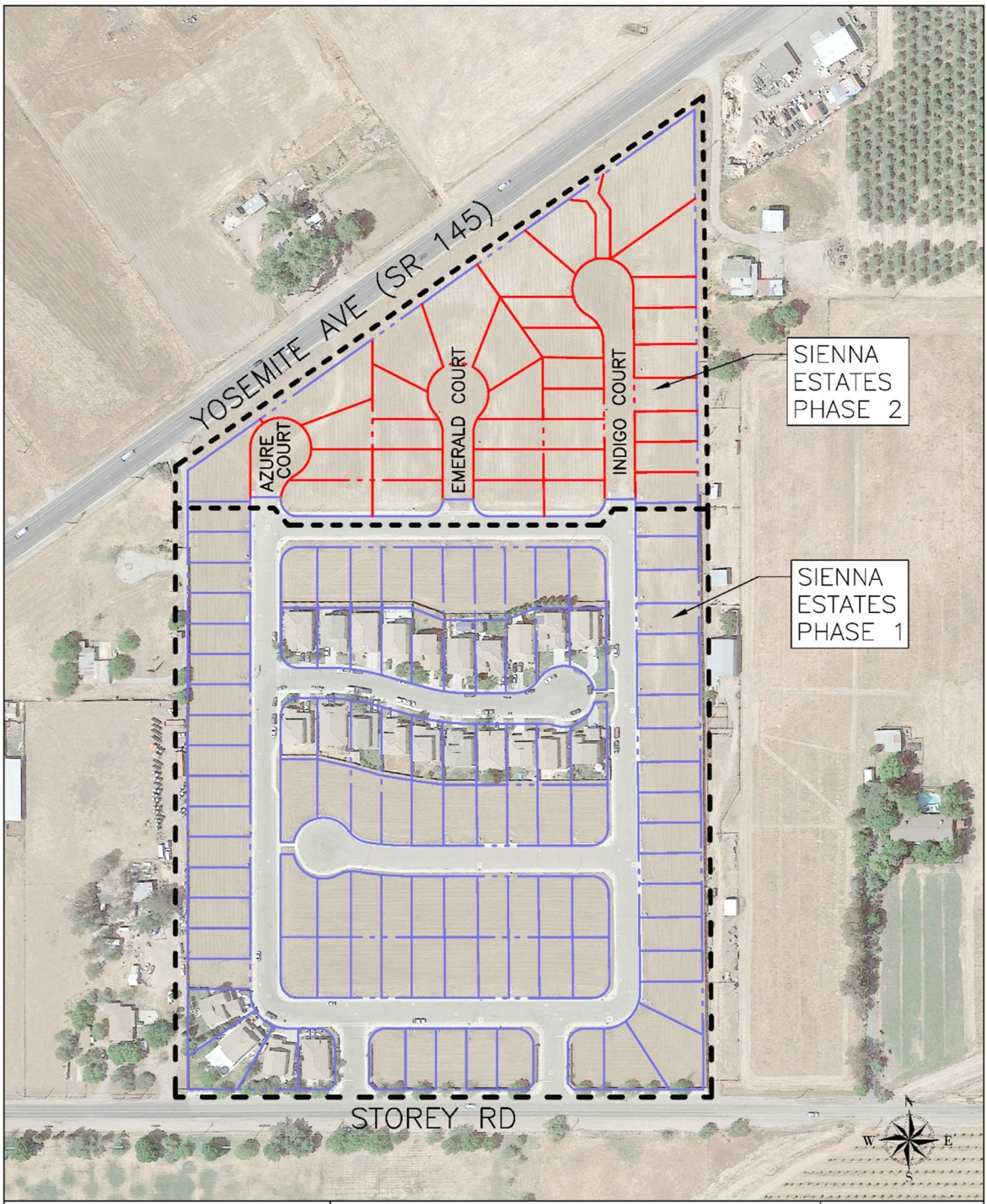
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NUMBER OF PAGES

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DATE OF DOCUMENT

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SIGNER(S) OTHER THAN NAMED ABOVE

Exhibit A
General Depiction of the Subject Property

LOCATION MAP



CITY OF MADERA **ENGINEERING DEPARTMENT** **428 E. YOSEMITE AVE** **MADERA, CA 93638**	SIENNA ESTATES	DR BY: **EP** CH BY: DATE: **11/01/23** SCALE: **NTS** SHT **1** OF **1**

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: April 15, 2026

Agenda Number: A-3

SUBJECT:

Measure T Annual Expenditure Plan (AEP) for Fiscal Year (FY) 2026/27

RECOMMENDATION:

Adopt a Resolution Approving the Measure T AEP for FY 2026/27 and authorizing submission of the AEP to the Madera County Transportation Authority (MCTA) for adoption.

SUMMARY:

The Annual Expenditure Plan (AEP) is required by the MCTA to claim Measure T funds that will be allocated to the City as specified in the Transportation Sales Tax Measure Investment Plan (Plan) approved by the voters in the November 2006 election. The AEP is completed annually.

The proposed funding for the projects and programs in the AEP is consistent with the requirements specified in the Measure T 2007 Strategic Plan (Strategic Plan) adopted by the MCTA and with the Capital Improvement Program (CIP) proposed in the City's FY 2026/27 Budget.

BACKGROUND:

Measure T is a ½ cent sales tax measure approved by Madera County voters in the November 2006 election. The measure took effect April 1, 2007, and has a sunset provision of 20-years (March 31, 2027); however, a citizen's initiative Extension of Measure T was approved by the voters in November of 2024. As part of the measure's implementation, local agencies submit an AEP. The AEP is a multi-modal funding program that commits funding for the following program categories:

- Regional Transportation and Highways
- Local Street Maintenance
- Local Street Supplemental Maintenance
- Flexible (Miscellaneous Street programs)
- ADA Compliance
- Transit Enhancement
- ADA/Seniors/Paratransit
- Environmental Enhancement

The Regional Streets and Highways program consists of two elements:

1. One is the responsibility of MCTA to manage and deliver projects of regional significance. MCTA may elect to enter into an agreement with the local agency to perform the engineering and construction activities of this element.
2. The second element is the responsibility of the local agencies to manage the construction, rehabilitation, and maintenance of the agency's arterial and collector streets.

All other programs are the responsibility of the local agency to deliver. The MCTA and Citizens Oversight Committee monitor the local agencies' progress on the delivery of these programs.

The implementation guidelines in the Strategic Plan adopted by the MCTA require the City to prepare and adopt an AEP that must be approved during a noticed public hearing. This agenda item will satisfy this requirement. The proposed expenditures in each program category must meet the objectives and guidelines specified in the Strategic Plan. The Strategic Plan is a 5-year plan that is updated every 2 years to adjust the project based on sales tax receipts, ensuring that the projects are consistent with future investments.

30-day Public Review

On October 2, 2024, City Council (Council) adopted Resolution 24-158 establishing a 30-day public review and comment period for the proposed expenditures in the Annual Expenditure Plan. A Notice of Public Hearing was published in the Madera Tribune on March 11, 2026. A copy of the proposed Annual Measure T Expenditure Plan was filed with the City Clerk.

DISCUSSION:

MCTA has provided the City with the funding allocation for each of the program categories. The total allocation for the City's discretionary funding for FY 2026/27 is $3,109,937. The allocation is less than previous years because the tax revenue ends in March of 2027. In prior years, the City received an excess disbursement which is the amount of tax revenue collected that is above the estimated final allocation. There is no excess disbursement amount for FY 2025/26. A summary of allocations and distributions of prior year excess funds to the City for the past five years is shown below in Table 1.

Table 1: *Allocations & Excess Funds for Past 5 Years*

Fiscal Year	Allocation	Prior Year Excess	FY Total
FY 2026/27	$3,109,937	$0	$3,109,937
FY 2025/26	$4,772,810	$0	$4,772,810
FY 2024/25	$4,940,364	$0	$4,940,364
FY 2023/24	$4,840,448	$270,777	$5,111,226
FY 2022/23	$4,580,673	$528,330	$5,109,003
FY 2021/22	$3,962,621	$748,251	$4,710,872

The allocation amounts are earmarked for each program and may not be shifted between programs. The recommended projects were identified by staff from Engineering, Public Works,

and Transit. The projects will be incorporated into the annual CIP process to occur prior to adoption of the City's annual budget. Many projects are carried over from prior year CIP. The proposed projects are consistent with the implementation guidelines in the Measure T Strategic Plan.

The AEP for FY 2026/27 includes carryover funds plus new allocations. Table 2 provides a synopsis of funds, while Table 3 highlights fund categories followed by a description of each.

Table 2: *Total funds in the FY 2026/27 Annual Expenditure Plan (AEP)*	
Carryover funds from previous years	$24,390,796
New fund allocation for FY 2026/27	$3,109,937
Total:	$27,200,733

Table 3: *FY 2026/27 Annual Expenditure Plan (AEP)*			
Program	Carryover from previous FY	New funds for FY 2026/27	Total For Programming
1. Regional Transportation & Highway Program	$17,231,564	$1,517,042	$18,748,606
2. Local Transportation Program			
a. Street Maintenance	$2,037,304	$788,862	$2,826,166
b. Supplemental Street Maintenance	$3,034,167	$530,965	$3,565,132
c. Flexible [1]	-	$1,319,827	
d. ADA compliance	$269,985	$30,341	$300,326
3. Transit Enhancement Program			
a. Citywide	$1,048,452	$111,048	$1,159,500
b. ADA/Seniors/Paratransit	$159,288	$10,316	$169,604
4. Environmental Enhancement Program	$310,036	$121,363	$431,399
Total	$24,390,796	$4,429,764	$27,200,733
[1] Funds in the flexible program are held by MCTC and can only be used for regional projects			

For FY 2026/27, expenditures are anticipated on the following projects/programs listed below.

1. Regional Transportation and Highway Program

Arterial & Collector Streets:

- R-10 – Olive Ave Widening, Gateway to Knox
- R-54 – Cleveland Ave Widening, Schnoor to SR-99, Preliminary Design Phase only
- R-57 – Lake/Fourth/Central Intersection
- R-79 – RMRA Seals/Overlays 2021/22
- R-82 – Almond Ave Extension, Pine to Stadium
- SD-21 – Howard Road Storm Drain Pipe, Preliminary Design Phase only
- TS-32 – D St/South St Traffic Signal, Construction Oversight costs

- Reserve for outer year(s) projects
    - R-46 – Lake Street Widening/Improvements, Preliminary Engineering
    - R-50 – Pine Street Reconstruction, Howard to 4th Street
    - R-82 – Almond Ave Extension, Pine to Stadium, Construction Phase

2. Local Transportation Program:

Street Maintenance:

Funds are programmed for the application of Surface Seal treatment and General Street Maintenance work on various streets.

- $860,000 to Public Works for Street Maintenance activities
- $1,600,000 for the rehabilitation project, R-99 2024 Street R&R Project
- $300,000 for Street Resurfacing, Restoration, and Rehabilitation (3R) Projects – locations to be determined from Pavement Management System (PMS)

Supplemental Street Maintenance:

$2,000,000 is proposed to be used on the following projects:

- R-80 – RMRA Seals/Overlays 2022/23 ($950,000)
- R-99 – 2024 Street R&R Project ($700,000)
- Public Works 10x10 Patching Program ($300,000)
- Street Resurfacing, Restoration, and Rehabilitation (3R) Projects – locations to be determined from Pavement Management System (PMS) ($1,600,000)

Flexible:

The FY 2026/27 allocation is $1,319,827. These funds will be impounded by the MCTA to fund delivery of projects in the Regional Streets and Highways Program until such time as each agency is able to adopt an Impact Fee program for the construction of Regional Facilities. A 20 percent match for projects listed in the Regional Streets program is a requirement of the Transportation Sales Tax Measure Investment Plan approved by the voters. Flexible funds will be released back to each agency upon payment of the matching funds by each local agency.

ADA Compliance:

The FY 2026/27 allocation is $30,341 for sidewalk repairs and safety improvements to make walkways ADA-compliant. These funds are added to projects listed above for typical ADA improvements.

For FY 2026/27, $216,050 (includes carryover funds) is programmed for:

- City's Sidewalk Repair program ($80,000)
- R-64 ADA Walkability Sidewalks ($40,000)
- R-93 – Washington School Sidewalks ($32,050)
- R-106 Pine Street Sidewalks ($64,000)

3. Transit Enhancement Program

Transit Enhancement-Citywide:

The FY 2026/27 allocation for general Transit activities is $111,047. Planned expenditures for transit include:

- Improvements to the Intermodal Facility through Project TRANS-10
- Bus shelter relocation project, Project TRANS-12

Upon conclusion of the microtransit feasibility study, Measure T funds will be used for implementation. This will include hiring a consultant to prepare the Request for Proposals for microtransit service providers. Capital costs, such as purchasing vehicles, are:

Transit Enhancements-ADA/Seniors/Paratransit:

The FY 2026/27 allocation is $11,362 . These funds, along with carry over funds, will be used on eligible expenditures of the Intermodal Improvement TRANS-10.

4. Environmental Enhancement Program

Environmental Enhancement funds are programmed for matching funds for projects that construct bicycle and pedestrian facilities and other transportation related projects that have environmental benefits.

- ALY-04 – Alley Paving 2024, NW
- ALY-05 – Alley Paving 2024, SW
- ALY-06 – Alley Paving 2024, NE

The MCTA Technical Advisory Committee (TAC) will also review and comment on this expenditure plan prior to its submittal to the MCTA. The MCTA will consider adopting this expenditure plan into the Measure T FY 2026/27 Annual Work Plan.

Streets Capital Improvement Program (CIP):

Measure T is one of several funding sources available for street rehabilitation and reconstruction projects. In the proposed FY 2026/27 CIP, the following revenue sources have also been programmed for various street rehabilitation and reconstruction projects:

- **Road Maintenance and Rehabilitation Account (RMRA)** – Created by the Road Repair and Accountability Act of 2017, this program is intended to address deferred maintenance on the state highway and local street and road system.
- **Local Partnership Program (LPP)** – Created by the Road Repair and Accountability Act of 2017, this is a sub-program to the RMRA program, where $200 million dollars are appropriated annually to agencies that have a voter-approved tax or fee that is dedicated solely for transportation improvements. This program requires a 1:1 match of Measure T funds. The R-99 2024 Street R&R Project currently includes LPP funds.

- **Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA**) – Created by the United States Congress, this was a one-time amount of $303,000 that was awarded to government agencies in response to the Coronavirus pandemic. These funds are being used for project R-000081, which will be completed this FY.

Road projects may be funded by single or multiple sources, depending on factors such as scope, cost, or funding requirements. A summary of FY 2026/27 rehabilitation projects and funding sources can be found in Table 4, below. A list of streets identified for treatment by project is attached to the report. Staff will present a map of all the projects during the public hearing.

Projects R-000079 and R-000099 are to be combined into one bid package and will be completed this fall. Projects R-000080, 98, and 104 will also be combined into one bid package which should result in more competitive pricing. That project is planned for construction this fall as well.

Table 4: *Street Rehabilitation and Reconstruction Projects in FY 2026/27 CIP*

Project	Funding Sources				Total
	Measure T	RMRA	CRRSSA	LPP	
R-000079	$1,035,000	$689,768			$1,724,768
R-000080	$950,000	$1,050,000			$2,000,000
R-000098		$1,595,479			$1,595,479
R-000099	$2,300,000			360,000	$2,660,000
R-000104		$1,620,000			$1,620,000
R-000108		$1,802,671			$1,802,671
FY 26/27 3R Projects	$1,900,000	1,860,000			$3,760,000
Total	$6,185,000	$8,617,918	No new $$	$360,000	**$15,162,918**

Project Selection

Streets are evaluated and compared based on the calculated Pavement Condition Index (PCI). PCI is a street condition score ranging from zero to 100, where 100 is a perfect street condition and zero is impassable. The City uses a Pavement Management Program (PMP), which is a set of planning tools and methods used to assist staff in determining cost-effective strategies for evaluating, maintaining, and managing street pavements based on the PCI. PMP involves the creation of pavement inventory throughout the City street network, the collection of pavement distress conditions, and the analysis of the pavement conditions. The most recent PMP study was utilized to develop a list of arterial, collector, and for the first time, residential streets. The inclusion of residential streets will help the City evaluate and prioritize which local/residential street will receive rehabilitation.

FINANCIAL IMPACT:

An approved AEP by the Council is required to receive the City's allocation of Measure T funds. The allocation of funds in the AEP is consistent with project funding in the proposed CIP for FY 2026/27.

There is no adverse impact to the General Fund for the implementation of these projects and programs.

ATTACHMENTS:

1. Resolution
   Exhibit A - Measure T Annual Expenditure Plan FY 2026/27
2. List of Current Street 3R Projects in FY 2026/27 CIP

Attachment 1

Resolution

RESOLUTION NO. 26-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING THE MEASURE T ANNUAL EXPENDITURE PLAN (AEP) FOR FISCAL YEAR (FY) 2026/27 AND AUTHORIZING THE CITY ENGINEER TO SUBMIT THE PLAN TO THE MADERA COUNTY TRANSPORTATION AUTHORITY (MCTA) FOR ADOPTION

WHEREAS, the projects and programs proposed for approval in the FY 2026/27 Annual Expenditure Plan (AEP) are consistent with the Measure 'T' 2007 Strategic Plan; and

WHEREAS, the City is a designated agency for selecting projects and programs for approval and adoption by the MCTA into the Measure T Annual Work Plan (AEP); and

WHEREAS, pursuant to Public Utility Code 180108(a)(b) and section 6061 of the Government Code, a public notice with the time and place of the public hearing, April 15, 2026, at 205 W. Fourth Street, was published in the Madera Tribune on March 11, 2026; and

WHEREAS, the public was invited to comment on the proposed projects and programs during a public hearing that was held on April 15, 2026.

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 projects and programs, and expenditures shown on Exhibit ‘A’ attached hereto and are approved.

3. The City Engineer is hereby authorized and directed to submit a certified copy of this resolution to the MCTA for consideration to include the City of Madera’s AEP in the FY 2026/27 Measure T Annual Work Program.

4. This resolution is effective immediately upon adoption.

* * * * * *

Exhibit A

Measure T Annual Expenditure Plan FY 2026/27

Commute Corridors/Farm to Market (Regional)	Carryover	Excess	Allocation	Available
Rehab, Reconstruct, Maintenance Program 41514470	$ 17,231,564	$ -	$ 1,517,042	**$ 18,748,606**

Project	Budget
R-10 Olive Ave Gateway to Knox	$ 580,000
R-50 Pine St Reconstruction, Howard to Fourth	$ 60,000
R-54 Cleveland Ave Widening Schnoor to SR-99	$ 70,000
R-57 Lake/Fourth/Central Intersection	$ 3,040,000
R-79 RMRA Seals/Overlays 2021/22	$ 1,035,000
R-87 Almond/Pine/Stadium Traffic Study	$ 87,450
SD-21 Howard Road Storm Drain Pipe	$ 548,276
TS-32 D St / South St Traffic Signal	$ 60,000
Reserved for project costs in following years	$ 13,267,880
Total Projects	$ 18,748,606
Unprogrammed Balance	***$ -***

Safe Routes to School & Jobs (Local)	Carryover	Excess	Allocation	Available
Street Maintenance Program 41520000	$ 2,037,304.00	$ -	$ 788,862	**$ 2,826,166**

Project	Budget
Overlays - R-99 2024 Street R&R Project	$ 1,600,000
Patching/Street Maintenance - Transfer to PW	$ 860,000
Reserve for Pavement 3R Projects	$ 300,000
Total Projects	$ 2,760,000
Unprogrammed Balance	***$ 66,166***

Suppl. Street Maint./County Maint. Districts 41530000	$ 3,034,167	$ -	$ 530,965	**$ 3,565,132**

Project	Budget
R-80 RMRA Seals/Overlays 2022-23	$ 950,000
R-99 Chip Seal (2024 Street R&R Project)	$ 700,000
10x10 Patching Program	$ 300,000
Reserve for Pavement 3R Projects	$ 1,615,132
Total Projects	$ 3,565,132
Unprogrammed Balance	***$ (0)***

Flexible Program	$ -	$ -	$ -	**$ -**

Project	Budget
Impounded for Regional Projects	$ -
Total Projects	$ -
Unprogrammed Balance	***$ -***

ADA Compliance 41540000	$ 269,985	$ -	$ 30,341	**$ 300,326**

Project	Budget
FY 26/27 Sidewalk Patching	$ 80,000
R-64 ADA Walkability Sidewalks	$ 40,000
R-93 Washington School Sidewalks	$ 32,050
R-106 Pine Street Sidewalk	$ 64,000
Total Projects	$ 216,050
Unprogrammed Balance	***$ 84,276***

Transit Enhancement Program (Public)		Carryover	Excess	Allocation	Available
	41550000	$ 1,048,452	$ -	$ 111,048	**$ 1,159,500**

Project	Budget
TRANS-10 AHSC Transit Improvements	$ 280,381
TRANS-12 Bus Shelter Project	$ 238,907
Implementation of Microtransit	$ 640,211
Total Projects	$ 1,159,499
Unprogrammed Balance	***$ 1***

ADA / Seniors / Paratransit					
		$ 159,288	$ -	$ 10,316	**$ 169,604**
	41560000				

Project	Budget
TRANS-10	$ 145,197
Total Projects	$ 145,197
Unprogrammed Balance	***$ 24,407***

Environmental Enhancement Program		Carryover	Excess	Allocation	Available
	41570000				
Total for all Sub-programs		$ 310,036	$ -	$ 121,363	**$ 431,399**

Project	Budget
ALY-04 Alley Paving 2024 - NW	$ 84,239
ALY-05 Alley Paving 2024 - SW	$ 84,649
ALY-06 Alley Paving 2024 - NE	$ 109,090
Unprogrammed Balance	***$ 153,421.00***

Attachment 2

List of Current Street 3R Projects in FY 2026/27 CIP

List of Street 3R Projects Proposed in FY 2026/27 CIP

R-000079 RMRA Seals/Overlays 2021-22

- Cleveland Avenue from Tulare Street to Raymond Road
- Sherwood Way from Country Club to Davis Street
- Sherwood Way from Davis Street to D Street
- D Street (From Riverside Dr to South St)
- D Street (From Cleveland Ave to Sherwood Way)
- Sunset Avenue from Linden Avenue to 4th Street
- Howard Avenue from Granada Drive to Amerine Avenue
- Stadium Road from Pecan Avenue to Gamay Avenue
- Olive Avenue from Mariposa Street to Tozer Street
- Woodlands Drive from Sunset Avenue Woodlands Court
- Hillcrest Court from West to East
- Forest Court from West End to Woodlands Drive
- Forest Lane fron Woodlands Drive to Cedar Creek Lake

R-000080 RMRA Seals/Overlays 2022-23

- Clark Street (From Tulare to Lake St)
- Clark Street (From Austin Ave to D St)
- Ashlan Way (From Rogers St to Lake St)
- Vineyard Ave (From Sunrise Ave to Cross St)
- 6th St (From K St to Gateway Dr)
- 7th St (From L St to J St)
- 8th St (From K St to Freeway 99)
- 9th St (From K St to I St)
- Alderwood Court (From Schnoor to Alderwood Ct)
- Austin Street (From Lincoln Ave to Cleveland Ave)
- Bend Street (From Tulare to End of Bend St)
- Clinton Street (From Lake St to Lilly St)
- Grapewood Court (From Aspen Ln to End of Grapewood Ct)
- Harding Street (From Davis St to End of Harding St)
- Harding Street (From Owens St to Sharon Ave)
- K St (From Olive Ave to Yosemite Ave)
- Lake Street (Sunrise Ave to Clinton St)
- Lincoln Ave (From Sharon Ave to Sierra St)
- Maple Street (From Pine St to Grove St)
- Noble Street (From Gill Ave to Maple Street)
- Rush Street (From D St to Dellavalle Ave)
- Tulare Street (From Wessmith to Kennedy St)
- Wilson Street (From Sharon Ave to Owens St)
- Wrenwood Way (From Tulare St to Fountain Way)
- Wessmith Way (From Tulare St to Barcelona Way)
- Fountain Way (From Wessmith Way to Sherwood Way)
- Lake Street (From Cleveland Ave to Central Ave)
- Lake Street (From Central Ave to Yosemite Ave)
- *addt'l to be determined from PMP*

R-000098 RMRA Seals/Overlays 2023-24

- Granada Dr (From Pamela Dr - Cleveland Ave)
- H Street (From 4th Street to 2nd Street)
- Pine Street (From W 3rd Street to Olive Ave)
- N Gateway Dr (From W 3rd Street to Central Ave)
- Santa Cruz Street (From Maple St to Olive Ave)
- Rotan Ave (From Howard Rd to W 5th Street)
- Maple Street (From Stadium Rd to Santa Cruz St)
- *addt'l to be determined from PMP*

R-000099 R-99 2024 Street R&R Project

- Cleveland Ave EB (From Tulare St to Raymond Rd)
- Cleveland Ave WB (From Raymond Rd to Tulare St)
- Cleveland Ave WB (From Austin St to N D St)
- Country Club Dr SB (From Sherwood Way to Sharon Blvd)
- Country Club Dr SB (From Sherwood Way to Clark St)
- Country Club Dr SB (From Clark St to Adell St)
- Country Club Dr NB (From Sherwood Way to Clark St)
- Country Club Dr NB (From Clark St to Adell St)
- Ellis St SB (From Kennedy St to N Schnoor Ave)
- Kennedy St (From Kennedy St to N Schnoor Ave)
- Kennedy St EB (From N Schnoor St to HWY 99 Off Ramp)
- Kennedy St WB (From HWY 99 Off Ramp to N Schnoor Ave)
- Kennedy St EB (From 800 ft East of Condor Dr to Ave 16)
- N Gateway Dr NB (From 365 FT N of Bridge to Cleveland Ave)
- N Gateway Dr SB (Cleveland Ave to 365 FT N of Bridge)
- N Lake St SB (From Sherwood Way to Ellis St)
- Roosevelt Ave (From S A St to Sunrise Ave)
- Schnoor Ave (From Jefferson Ave to S End of Bridge)
- Schnoor Ave NB (From N End of Bridge to Dutra Way)
- Schnoor Ave SB (From Dutra Way to N End of Bridge)
- Schnoor Ave SB (From Dutra Way to Cleveland Ave)
- Schnoor Ave NB (From Cleveland Ave to Beachwood Way)
- Schnoor Ave SB (From Beachwood Way to Cleveland Ave)
- Sunrise Ave (From Lilly St to Tozer St)
- Tozer St NB (From Knox St to E Olive Ave)
- Tozer St SB (From E Olive Ave to Mira Loma Way)
- Granada Dr (From Foxglove Way to Kennedy St)
- *addt'l to be determined from PMP*

R-000104 R-104

- Adelaide St (From Sunrise Ave to Clinton St)
- Cross St (From Vineyard Ave to Magnolia St)
- E 6th Street (From Vineyard Ave to Magnolia St)
- E 9th St (From Lake St to Vineyard Ave)
- Fig St (From Clinton St to E Yosemite Ave)
- Lilly St (From Sunrise Ave to Cross St)
- Magnolia St (From Clinton St to E Yosemite Ave)
- Malone St (From Clinton St to Washington Ave)
- Moore St (From Lake St to Vineyard Ave)
- Sawmill St (From Adelaide St to Lilly St)
- S A St (From Clinton St to E 6th St)
- S B St (From Clinton St to E 6th St)
- Washington Ave (From Vineyard St to Fig St)
- *addt'l to be determined from PMP*

R-000108 RMRA Seals/Overlays 2025-26

- Cleveland Avenue Westbound (Sharon Ave to Owens St)
- ~~*N Gateway Dr Northbound (County Yard to Cleveland Ave)*~~
- ~~*N Gateway Dr Southbound (County Yard to Cleveland Ave)*~~

(N. Gateway moved to Project R-000099)

- S D St (E 9th St to 4th St)
- W Olive (Grove St to Santa Cruz St)
- Pecan Ave (Stadium Rd to Colombard St)
- Howard Rd Westbound (Amerine Ave to Fairview Ave)
- Howard Rd Westbound (Greystone to Autumn Rd)
- N Lake St Southbound (Sherwood Way to E Kennedy St)
- W Gary Ln (Chatom Way to Monterey St)
- *addt'l to be determined from PMP*

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Giachino Chiaramonte, Chief of Police

Arnoldo Rodriguez, City Manager

Council Meeting of: April 15, 2026

Agenda Number: A-4

SUBJECT:

Public Hearing and First Reading and Introduction of an Ordinance Amending the City's Municipal Code Relating to Fireworks

RECOMMENDATION:

Introduce by title only an Ordinance of the City Council of the City of Madera repealing chapters 13 and 13B of Title III, and adopting a new chapter 13 of Title III entitled "Regulation of Fireworks" and waive the first reading.

SUMMARY:

The current ordinance for fireworks mostly relates to the sales of fireworks, who can and how-to acquire a sales permit for a fireworks stand, and the prohibition of fireworks within City Parks. The proposed changes offer much stricter enforcement (fines, cost recovery, liens), liability expands to property owners and parents, new limits on when and where fireworks can be used, and more tools for the City to crackdown on violations. The nonprofit requirement, permit system, and sales structure remain mostly the same.

DISCUSSION:

For several years, the City has experienced a significant and dangerous increase in the use of illegal aerial fireworks. Unlike "Safe and Sane" fireworks, these illegal devices are unpredictable and frequently land on rooftops or in dry vegetation, creating an immediate threat of structure fires and wildfires including in the river bottom. This activity traditionally peaks around the Fourth of July holiday, placing a massive strain on fire and police resources.

Beyond property damage, illegal fireworks often create a public nuisance that affects the quality of life for residents, including veterans and pet owners. Current enforcement has been hampered by a code that primarily focuses on sales rather than the consequences of illegal

discharge. To protect the health, safety, and general welfare of the community, a complete overhaul of the regulatory and enforcement framework is necessary.

The largest and most impactful change in the proposed amendment is the introduction of liability to a "responsible person". Under the changes, a responsible person may be, but is not limited to, property owners, renters, parents, meaning the adult does not have to light the fireworks themselves, but allowing it knowingly or unknowingly is enough. Parents become liable for minor's violations and must supervise their minor(s) use of fireworks.

New limits on when and where fireworks can be used are also included in the amendment. There is now explicit prohibition of both possession and discharge of fireworks at all City parks, the Fresno River area, high and very high fire hazard severity areas, certain streets during events, within 10 feet of structures, and on someone else's property without their permission. Legal discharge hours have been added from 5:00 PM to 10:00 PM during sale days and until midnight on the July 4th holiday. The amendment also provides clearer language on an explicit ban of illegal fireworks instead of implying through state law references.

If violations occur, the amended code provides multiple enforcement tools to the City, including being charged with a misdemeanor, $1,000 fine per violation and full cost recovery for fire and police response to their violation. Each day and each individual firework use can result in a separate violation, and the City would have the ability to put liens on properties if fines are not paid.

Sale of fireworks still requires a permit and the application and fees for this remain mostly unchanged. Applications must include a complete site plan of the proposed location and storage of the fireworks. Permits will be issued to recognized non-profits who have been established for at least one year. The final decision to issue, deny, or revoke permits rests with the Community Development Director, and any denials are not subject to an appeal process. There shall be allowed one fireworks stand per 4,000 residents in the City starting in 2027.

Operational rules are also consolidated in the amendment, moving them into one section with clearer definitions on safe distances, fire extinguisher requirements, smoking bans, and storage rules. The stand removal deadline becomes shorter, requiring removal by July 7th instead of the current deadline of July 11th.

FINANCIAL IMPACT:

There is no cost to the City, but rather creates multiple enforcement tools for Code Enforcement to use to impose fines relating to violations.

ALTERNATIVES:

Council has the authority, under California Health and Safety Code section 12541, to adopt ordinances that provide more stringent regulations or prohibitions on the sale and use of fireworks based on local safety needs. As an alternative to staff's recommendation, Council may elect to adopt the proposed ordinance with specific amendments. For example, choose to further modify the designated discharge hours or expand the list of prohibited locations if it

determines that specific areas warrant additional protection.

Council may decline to amend the current ordinance and choose to maintain the existing Chapters 13 and 13B. Under this status quo, the City would continue to rely on regulatory framework that primarily addresses sales and park specific prohibitions. However, this would leave the City without the expanded "Responsible Person" liability, increased administrative fine structure, and the ability to recover emergency response costs from violators.

ATTACHMENTS:

1. Proposed Ordinance amending the Municipal Code regarding the regulation of fireworks

ATTACHMENT 1

Proposed Ordinance amending the Municipal Code regarding the regulation of fireworks

ORDINANCE NO. ___

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA REPEALING CHAPTERS 13 AND CHAPTER 13B OF TITLE III, AND ADOPTING A NEW CHAPTER 13 OF TITLE III ENTITLED "REGULATION OF FIREWORKS"

WHEREAS, the City of Madera (the "City") has the authority, under its police power, to enact regulations for the public peace, morals, and welfare of the City, pursuant to Cal. Const. Art. XI, section 7; and

WHEREAS, the City has adopted Chapter 11 of Title 8 of the Madera Municipal Code establishing weapons and fireworks rules and regulations; and

WHEREAS, the City desires to protect the health and safety of its community by reducing the risk of fires and related hazards through the designation of areas where the use of fireworks is prohibited due to high fire risk; and

WHEREAS, California Health and Safety Code section 12541 authorizes counties, cities, and special districts to adopt ordinances or regulations prohibiting or regulating the sale, use, or discharge of fireworks; and

WHEREAS, the City Council (the "City Council") of the City wishes to redefine the locations where fireworks may be discharged in order to help protect the health, safety, and general welfare of the residents of the City; and

WHEREAS, the current discharge of fireworks in "Very High Fire Hazard Severity Zones" and "High Fire Hazard Severity Zones" presents an immediate threat to public safety due to extreme fire risk, and this ordinance is necessary for the immediate preservation of the public peace, health and safety; and

WHEREAS, the illegal possession, discharge, and use of fireworks are an immediate public peace, health, and safety concern because of the fire hazard and fire nuisance pose to surrounding persons, properties, and neighborhoods; and

WHEREAS, according to the U.S. Consumer Product Safety Commission, children under the age of 15 suffered from 31 percent of the estimated fireworks-related injuries in 2023, and the U.S. Fire Administration reports that fireworks are often stored without safety precautions in residential neighborhoods, making them accessible to children; and

WHEREAS, the proximity of the upcoming Fourth of July holiday, during which firework use traditionally increases, significantly heightens the potential for risk of wildfires and danger to public safety; and

WHEREAS, the City Council of the City recognizes the need to implement reasonable regulations for the sale, use, and/or discharge of safe and sane fireworks in order to protect the safety of property owners, residents, and visitors of the City; and

WHEREAS, the City Council desires to amend regulations regarding fireworks to enhance the City's capacity to take enforcement action against fireworks violations; and

NOW THEREFORE, the City Council of the City of Madera does ordain as follows:

SECTION 1. The above recitals are hereby incorporated by reference.

SECTION 2. This Ordinance is exempt from the California Environmental Quality Act ("CEQA") under Section 15061(b)(3) of the CEQA Guidelines, which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment. Where, as here, it can be seen with certainty that there is no possibility that the activity in question would have a significant effect on the environment, the activity is not subject to CEQA.

SECTION 3. Chapters 13 and 13B of Title III of the Madera Municipal Code are hereby repealed in their entirety.

SECTION 4. Chapter 13 "Regulation of Fireworks" of Title III of the Madera Municipal Code is hereby added to read in its entirety as follows:

CHAPTER 13: REGULATION OF FIREWORKS

3-13.01 – Definitions.

For the purposes of this chapter, unless otherwise apparent from the context, certain words and phrases used in this chapter are defined as follows:

(A) "Dangerous fireworks" shall mean any fireworks specified as such in the State Fireworks Law, Sections 12500 et seq. of the Health and Safety Code of the State, and such other fireworks as may be determined to be dangerous by the State Fire Marshal.

(B) "Safe and sane fireworks" shall mean any fireworks defined as "safe and sane fireworks" under Health and Safety Code section 12529.

(C) "Eligible organization" shall mean an organization which has met all of the following criteria for a continuous period of not less than one full year preceding submittal of an application for the permit required by this chapter (and which continues to do so thereafter):

(1) The organization must be a duly organized not-for-profit charitable, religious, civic, patriotic, or community service organization;

(2) The organization must be one which provides direct and regular community services and benefits to the citizens of the City of Madera.

"Eligible organization" shall also mean an organization which has met criteria set out in subdivisions (1) and (2) of this subsection, for a continuous period of not less than one-year preceding submittal of an application for the permit required by this chapter and continues to do so thereafter.

(D) "Stand" shall mean any building, counter, or other structure of a temporary nature used in the sale or offering for sale of fireworks pursuant to a permit duly issued.

(E) "Responsible person" shall mean a person who causes a violation of this chapter to occur or allows a violation to exist or continue, by his or her action or failure to act, or whose agent, employee, or independent contractor causes a violation to occur, or allows a violation to exist or continue. There is a rebuttable presumption that the record owner of a residential parcel, as shown on the County's latest equalized property taxes assessment rolls, and a lessee of a residential parcel, has notice of any violation existing on said property. For purposes of this chapter, there may be more than one responsible person for a violation. Any person, irrespective of age, found in violation of any provision of this chapter may be issued a citation in accordance with the provisions of this chapter. Every parent, guardian, or other person having the legal care, custody, or control of any person under the age of eighteen (18) years, who knows or reasonably should know that a minor is in violation of this chapter, may be issued a citation in accordance with the provisions of this chapter, in addition to any citation that may be issued to the offending minor.

3-13.02 – Sales of fireworks: Permits required.

(A) It shall be unlawful for any person to sell or offer for sale any dangerous fireworks in the City.

(B) It shall be unlawful for any person to sell or offer for sale any safe and sane fireworks in the City without first obtaining a permit therefor.

3-13.03 – Permits: Applications and fees.

(A) An application for a permit to sell safe and sane fireworks may be obtained from the city's Finance Department beginning May 1 of the same calendar year in which the permit will be issued and must be completed and returned to the Finance Department on or before 5:00 p.m., on the second Friday in June, of the same calendar year. Each application must be accompanied by a filing fee in the amount established in the Master Fee Schedule Resolution. The application must include the following information:

(1) Name and address of the applicant organization.

(2) Evidence from the State of California of the applicant's status as a nonprofit organization.

(3) The purpose for which the applicant organization was created.

(4) The names and addresses of the officers, if any, of the applicant.

(5) The date the applicant organization was founded/recognized.

(6) A description of the location of the intended fireworks sales.

(7) A complete site plan of the proposed location of the temporary fireworks booth and storage. A separate site plan must be provided for storage if it is not located on the same property. Each site plan must include:

(a) A scaled drawing of the site.

(b) Locations of the temporary sales building or container and all adjacent property lines, buildings, structures, streets, sidewalks or other public right of way.

(c) Address of the site.

(d) Quantity (in pounds) of fireworks to be stored.

(e) Distance (in feet) to any adjacent streets or property lines, the nearest buildings, and the nearest location where flammable liquids are stored or used.

(8) A written statement signed by the property owner authorizing the applicant to use the property to erect a fireworks stand and to conduct sales activities therefrom. Such statement must also contain the Assessor's Parcel Number of the property.

(9) Evidence of possession of a valid State Fire Marshal's license to sell safe and sane fireworks.

(10) A copy of a temporary seller's permit issued to applicant by the State Board of Equalization.

(11) A copy of a temporary business license permit issued by the Finance Department of the City of Madera.

(12) An assurance by the applicant that if a permit is issued to the applicant, the applicant shall, at the time of receipt of such permit, deliver to the city a certificate of insurance as may be required by the Director of Finance. Said requirements shall not be less than a one million dollar public liability and property damage insurance policy, products liability insurance of one million dollars, and shall designate the city and its officers, agents and employees as additional insureds. The certificate shall specify the time, location, and dates to be covered by the policy.

(13) In addition, a declaration shall be submitted by the applicant stating, under penalty of perjury, that the applicant provides direct and regular community services and benefits within the City of Madera to the citizens of the city. Such services and benefits shall be specifically enumerated in this declaration.

(14) A statement as to whether the applicant has had a permit revoked in the previous five years.

(15) Such other information as the Director of Finance deems appropriate.

(B) All applications must be signed by a duly appointed bona fide officer, or other authorized individual, of the organization seeking the permit.

(C) In any calendar year in which there are fewer applicants than available permits, first priority shall be given to those eligible organizations that meet all of the qualifications outlined in Section 3-13.01(C). Any remaining permits shall be given on a first come first served basis to applicants regardless of whether or not the remaining applicants qualify as eligible organizations under subsection (C) of Section 3-13.01. In the event such applicants apply for a permit, the applicants would not be required to furnish the information required under Section 3-13.03(A)(2) and (13).

3-13.04 – Safe and sane fireworks – Issuance or denial of permits

The final decision to issue or deny permits shall rest with the Community Development Director. Denial may be based on the failure to meet any of the requirements for the issuance of a permit under this chapter, prior violations of this chapter, or for purposes of public health, welfare, or safety. In cases such as civil unrest, severe drought conditions, or any other such situation deemed to be harmful to or having the possibility of creating an extreme hazard to persons and/or property, the Community Development Director may also deny issuance of all or a portion of any permits. The Community Development Director's decision is final, and is not subject to administrative appeal.

3-13.05 – Regulations.

It shall be unlawful for any eligible organization to which a permit has been issued:

(A) To operate in violation of State of California Title 19, Chapter 6, regulating the storage, transportation, sale and use of fireworks;

(B) To use the permit for a stand for other than which the permit is required (a separate permit is required for each stand);

(C) To fail to clear all flammable or burnable materials within thirty feet (30') from any fireworks stand and to maintain such condition during the period prescribed for the sale of fireworks;

(D) To allow smoking within twenty-five feet (25') of any such business location or stand or to fail to post "No Smoking" signs with such wording in red letters not less than two inches (2'') in height on a white background on all sides of any such stand;

(E) To sell or store fireworks less than thirty (30) feet from inhabited buildings;

(F) To sell or store fireworks less than one hundred (100) feet from locations where flammable liquids are used, stored or dispensed;

(G) To sell or store fireworks less than twenty-five (25) feet from property lines;

(H) To store fireworks in dwellings, attached garages, educational facilities, assembly occupancies institutional or social care facilities. Sale of fireworks is permitted in buildings classified as an approved temporary sales building. Storages of fireworks is permitted in buildings classified as explosives warehouses, approved temporary storage buildings, or approved containers.

(I) To fail to have immediately available within the stand a certified fire extinguisher or other fire extinguishing device of a type approved by the Fire Department;

(J) To sell fireworks to any person under sixteen (16) years of age;

(K) To sleep inside or within fifty (50) feet of any fireworks stand or fireworks storage container, building or site, including trailers, campers or other vehicles.

(L) To allow another organization, or any person who is not affiliated with or volunteering for the permitted organization, to sell fireworks or otherwise participate in the operation of a fireworks stand;

(M)To allow any person under 18 years of age in a fireworks stand;

(N) Each organization which receives a permit to sell fireworks shall have at least two of its members attend an operator safety seminar conducted by the fireworks manufacturer or distributor through whom the organization purchases fireworks;

(O) To sell fireworks on dates and hours other than those specified below.

(1) June 28: 12:00 Noon – 11:00 pm
(2) June 29 – July 3: 7:00 am – 11:00 pm
(3) July 4: 7:00 am – 9:00 pm

(P) To fail to dismantle and remove any stand or structure of any nature where fireworks are sold or offered for sale within three (3) days after the close of sales.

3-13.06 – Number of fireworks stands allowed.

There shall be allowed one fireworks stand for every two thousand (2,000) population in the City of Madera. Starting January 1, 2027, there shall be allowed one fireworks stand for every four thousand (4,000) population in the City of Madera. The City population shall be based on annual population figures provided by the State Department of Finance.

3-13.07 – Fireworks stands: Zoning restrictions.

Fireworks stands will be allowed only on property which is not currently zoned for any residential use. Public safety, ingress, egress, and adequate parking will be additional factors considered by the Fire Department before approving any site for fireworks sales.

3-13.08 – Certificates of insurance.

Prior to the issuance of a permit, the eligible organization shall procure a certificate of insurance acceptable consistent with the requirements of section 3-13.03(A)(12) and provide it to the Director of Finance.

3-13.09 – State fireworks law.

The provisions of this chapter shall be construed so as not to conflict with the State Fireworks Law.

3-13.10 – Revocation of permits.

Any violation of this chapter or other city laws, or the terms and conditions of the permit, or State laws or administrative regulations, or safety rules of the Fire Department, shall be grounds for the revocation of the permit by the Community Development Director. All officers, agents, and employees of the eligible organization shall be responsible for compliance with all the provisions of this chapter.

3-13.11 – Possession or use of illegal fireworks.

It is unlawful for any person to possess or use illegal or dangerous fireworks in the city, as defined in this chapter and by the State Fireworks Law, Sections 12500 et seq. of the Health and Safety Code of the State, and such other fireworks as may be determined to be dangerous by the State Fire Marshal.

3-13.12 – Safe and sane fireworks – Limitation on places and hours of discharge.

(A) It is unlawful to discharge any safe and sane fireworks except during the following hours:

(1) June 28th – July 3rd: 5:00 p.m. to 10:00 p.m.; and

(2) July 4: 5:00 p.m. to 12:00 p.m.

(B) It is unlawful for any person to ignite, discharge, project, or otherwise fire or use, any safe and sane fireworks, or permit the ignition, discharge or projection thereof, upon or over or onto the property of another, without his or her consent, or to ignite, discharge, project, or otherwise fire or make use of any safe and sane fireworks within ten (10) feet of any residence, dwelling, or other structure used as a place of habitation by human beings;

(C) Responsible persons shall be liable for any violations of this chapter occurring on: (i) the person's property; (ii) any sidewalk, street, or other public right of way immediately adjacent to the person's property; or (iii) any other public or private property to which the responsible person has demonstrated apparent ownership, control, or right of use.

(D) Prohibitions.

(1) No person shall have in their possession, or ignite, discharge, explode or otherwise set off, any fireworks, regardless whether safe and sane fireworks or not, or other flammable or explosive material, at any of the following locations:

(a) Any city park except as may be authorized by a permit issued by the City;

(b) The Fresno River. This includes any unimproved area within the traditional flow area of the river, including 100 feet on each side and the river bottom, except for those portions (if any) which are private property or part of a public street or thoroughfare. This prohibition applies year round, but shall not be applicable to a regulatory agency and any associated controlled burns or fire suppression efforts.

(c) Fire Hazard Severity Zones. Any location classified as a "High" or "Very High" Fire Hazard Severity Zone by the California Department of Forestry and Fire Protection or as designated by the city by resolution or ordinance.

3-13.13 – Safe and sane fireworks – Supervision of minors.

It is unlawful for any person having the care, custody, or control of a minor (under eighteen (18) years old) to permit such minor to discharge, explode, fire, or set off any dangerous fireworks, at any time; or to permit such minor to discharge or set off any safe and sane fireworks unless such minor does so under the direct supervision of a person over eighteen (18) years of age who is aware of and requiring safe and responsible procedures and only during the hours and on the days permitted by this chapter.

3-13.14 – Violation – Penalty.

(A) The penalties set forth herein are intended to be nonexclusive and are intended to be in addition to any other remedies provided in this chapter or any other law, statute, ordinance or regulation.

(B) Misdemeanor. Any responsible person (as defined in section 3-13.01(E)) violating any of the provisions of this chapter is guilty of a misdemeanor, and may be subject to punishment in accordance with section 1-2.01 and any other applicable laws.

(C) Administrative citations. In addition to, or in lieu of, any other available remedies, violations of this chapter shall be subject to administrative citations in accordance with 1-9.08 of this Code. All responsible persons shall be personally liable for an administrative fine of one thousand dollars ($1,000.00) per occurrence. Each separate day or any portion thereof during which a violation occurs or continues constitutes a separate occurrence, and each such occurrence shall be separately punishable as provided in this section. Additionally, each separate use or discharge of a firework in violation of this chapter, whether occurring on a single day or over multiple days, shall constitute a separate occurrence, separately punishable as provided in this section.

(D) Response costs. In addition to, or in lieu of, any other available remedies, responsible person(s) who have violated this chapter shall be liable for response costs incurred by law enforcement, fire, or emergency services related to the illegal discharge of fireworks on their property. These costs may include but are not limited to salaries, benefits, administrative costs, and the repair of any damaged public property. All responsible persons shall be jointly and severally liable for the response costs incurred in the response and all subsequent responses. The amount of response costs constitutes a debt owed to the city.

If a responsible person is a juvenile, then the parents or guardians of that juvenile and the juvenile will be jointly and severally liable for the response costs incurred pursuant to this chapter. To incur liability for response costs imposed by this chapter, the parent(s) or guardian(s) for the juvenile committing a violation of this chapter need not be present at the event or occurrence that causes the response giving rise to the imposition of response costs. This chapter therefore imposes vicarious as well as direct strict liability upon such parent(s) or guardian(s).

(1) Notice of the response costs shall be served by first-class mail on the responsible person liable for such costs. The notice shall contain the following information:

(a) The name of the responsible person who is liable for the response costs;
(b) The address of the private property where the incident occurred;
(c) The date and time of the response;
(d) The law enforcement, fire, or other emergency response personnel who responded; and
(e) An itemized list of the response costs.

(2) Payment for response costs shall be remitted to the city within thirty calendar days of the date of the notice. The payment of any such costs shall be stayed upon the filing of a timely appeal.

(3) A responsible person charged with response costs may, within 15 calendar days of the date of the notice of response costs, appeal the response costs pursuant to the process in sections 1-9.09 and 1-9.10 of this code, and the appeal hearing shall be scheduled and conducted in the manner prescribed therein.

(4) Failure to timely and properly file an appeal constitutes a failure to exhaust available administrative remedies and bars any further review or administrative appeal of the response costs, which shall be deemed final.

(5) The amount of penalties and response costs shall constitute a debt owed to the city and may be collected using any legally available means, including but not limited to a lien on the property pursuant to section 1-9.11 of this Code, and/or a civil action.

(E) Seizure: Any fireworks used in violation of this provision may be seized as evidence of the violation and considered contraband.

SECTION 5: If any article, section, sentence, clause or phrase of this Chapter is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this Chapter. The Council hereby declares that it would have adopted this chapter and adopted each article, section, sentence, clause or phrase thereof, irrespective of the fact that any one or more articles, sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

SECTION 6: This ordinance shall take effect and be in full force and effect from and after thirty (30) calendar days after its final passage and adoption. Within fifteen (15) calendar days after its adoption, the ordinance, or a summary of the ordinance, shall be published once in a newspaper of general circulation.

* * * * * * *

ATTACHMENT 1

Proposed Ordinance amending the Municipal Code regarding the regulation of fireworks

ORDINANCE NO. ___

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA REPEALING CHAPTERS 13 AND CHAPTER 13B OF TITLE III, AND ADOPTING A NEW CHAPTER 13 OF TITLE III ENTITLED "REGULATION OF FIREWORKS"

WHEREAS, the City of Madera (the "City") has the authority, under its police power, to enact regulations for the public peace, morals, and welfare of the City, pursuant to Cal. Const. Art. XI, section 7; and

WHEREAS, the City has adopted Chapter 11 of Title 8 of the Madera Municipal Code establishing weapons and fireworks rules and regulations; and

WHEREAS, the City desires to protect the health and safety of its community by reducing the risk of fires and related hazards through the designation of areas where the use of fireworks is prohibited due to high fire risk; and

WHEREAS, California Health and Safety Code section 12541 authorizes counties, cities, and special districts to adopt ordinances or regulations prohibiting or regulating the sale, use, or discharge of fireworks; and

WHEREAS, the City Council (the "City Council") of the City wishes to redefine the locations where fireworks may be discharged in order to help protect the health, safety, and general welfare of the residents of the City; and

WHEREAS, the current discharge of fireworks in "Very High Fire Hazard Severity Zones" and "High Fire Hazard Severity Zones" presents an immediate threat to public safety due to extreme fire risk, and this ordinance is necessary for the immediate preservation of the public peace, health and safety; and

WHEREAS, the illegal possession, discharge, and use of fireworks are an immediate public peace, health, and safety concern because of the fire hazard and fire nuisance pose to surrounding persons, properties, and neighborhoods; and

WHEREAS, according to the U.S. Consumer Product Safety Commission, children under the age of 15 suffered from 31% of the estimated fireworks-related injuries in 2023, and the U.S. Fire Administration reports that fireworks are often stored without safety precautions in residential neighborhoods, making them accessible to children; and

WHEREAS, the proximity of the upcoming Fourth of July holiday, during which firework use traditionally increases, significantly heightens the potential for risk of wildfires and danger to public safety; and

WHEREAS, the City Council of the City recognizes the need to implement reasonable regulations for the sale, use, and/or discharge of safe and sane fireworks in order to protect the safety of property owners, residents, and visitors of the City; and

WHEREAS, the City Council desires to amend regulations regarding fireworks to enhance the City's capacity to take enforcement action against fireworks violations; and

NOW THEREFORE, the City Council of the City of Madera does ordain as follows:

SECTION 1. The above recitals are hereby incorporated by reference.

SECTION 2. This Ordinance is exempt from the California Environmental Quality Act ("CEQA") under Section 15061(b)(3) of the CEQA Guidelines, which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment. Where, as here, it can be seen with certainty that there is no possibility that the activity in question would have a significant effect on the environment, the activity is not subject to CEQA.

SECTION 3. Chapters 13 and 13B of Title III of the Madera Municipal Code are hereby repealed in their entirety.

SECTION 4. Chapter 13 "Regulation of Fireworks" of Title III of the Madera Municipal Code is hereby added to read in its entirety as follows:

CHAPTER 13: REGULATION OF FIREWORKS

3-13.01 – DEFINITIONS.

For the purposes of this chapter, unless otherwise apparent from the context, certain words and phrases used in this chapter are defined as follows:

(A) "Dangerous fireworks" shall mean any fireworks specified as such in the State Fireworks Law, Sections 12500 et seq. of the Health and Safety Code of the State, and such other fireworks as may be determined to be dangerous by the State Fire Marshal.

(B) "Safe and sane fireworks" shall mean any fireworks defined as "safe and sane fireworks" under Health and Safety Code section 12529.

(C) "Eligible organization" shall mean an organization which has met all of the following criteria for a continuous period of not less than one full year preceding submittal of an application for the permit required by this chapter (and which continues to do so thereafter):

(1) The organization must be a duly organized not-for-profit charitable, religious, civic, patriotic, or community service organization or an organization officially affiliated with and officially recognized by an elementary school, middle school, high school and/or school district or public and/or private community college, college and/or university that

serves, in whole or in part the residents of the City and which is located within the boundaries of the City;

(2) The organization must be one which provides direct and regular community services and benefits to the citizens of the City of Madera.

"Eligible organization" shall also mean an organization which has met criteria set out in subdivisions (1) and (2) of this subsection, for a continuous period of not less than one-year preceding submittal of an application for the permit required by this chapter and continues to do so thereafter.

(D) "Stand" shall mean any building, counter, or other structure of a temporary nature used in the sale or offering for sale of fireworks pursuant to a permit duly issued.

(E) "Responsible person" shall mean a person who causes a violation of this chapter to occur or allows a violation to exist or continue, by his or her action or failure to act, or whose agent, employee, or independent contractor causes a violation to occur, or allows a violation to exist or continue. There is a rebuttable presumption that the record owner of a residential parcel, as shown on the County's latest equalized property taxes assessment rolls, and a lessee of a residential parcel, has notice of any violation existing on said property. For purposes of this chapter, there may be more than one responsible person for a violation. Any person, irrespective of age, found in violation of any provision of this chapter may be issued a citation in accordance with the provisions of this chapter. Every parent, guardian, or other person having the legal care, custody, or control of any person under the age of eighteen (18) years, who knows or reasonably should know that a minor is in violation of this chapter, may be issued a citation in accordance with the provisions of this chapter, in addition to any citation that may be issued to the offending minor.

3-13.02 – SALES OF FIREWORKS: PERMITS REQUIRED.

(A) It shall be unlawful for any person to sell or offer for sale any dangerous fireworks in the City.

(B) It shall be unlawful for any person to sell or offer for sale any safe and sane fireworks in the City without first obtaining a permit therefor.

3-13.03 – PERMITS: APPLICATIONS AND FEES.

(A) An application for a permit to sell safe and sane fireworks may be obtained from the city's Finance Department beginning May 1 of the same calendar year in which the permit will be issued and must be completed and returned to the Finance Department on or before 5:00 p.m., on the second Friday in June, of the same calendar year. Each application must be accompanied by a non-refundable filing fee in the amount established in the Master Fee Schedule Resolution. The application must include the following information:

(1) Name and address of the applicant organization.

(2) Evidence from the State of California of the applicant's status as a nonprofit organization.

(3) The purpose for which the applicant organization was created.

(4) The names and addresses of the officers, if any, of the applicant.

(5) The date the applicant organization was founded/recognized.

(6) A description of the location of the intended fireworks sales.

(7) A complete site plan of the proposed location of the temporary fireworks booth and storage. A separate site plan must be provided for storage if it is not located on the same property. Each site plan must include:

(a) A scaled drawing of the site.

(b) Locations of the temporary sales building or container and all adjacent property lines, buildings, structures, streets, sidewalks or other public right of way.

(c) Address of the site.

(d) Quantity (in pounds) of fireworks to be stored.

(e) Distance (in feet) to any adjacent streets or property lines, the nearest buildings, and the nearest location where flammable liquids are stored or used.

(8) A written statement signed by the property owner authorizing the applicant to use the property to erect a fireworks stand and to conduct sales activities therefrom. Such statement must also contain the Assessor's Parcel Number of the property.

(9) Evidence of possession of a valid State Fire Marshal's license to sell safe and sane fireworks.

(10) A copy of a temporary seller's permit issued to applicant by the State Board of Equalization.

(11) A copy of a temporary business license permit issued by the Finance Department of the City of Madera.

(12) An assurance by the applicant that if a permit is issued to the applicant, the applicant shall, at the time of receipt of such permit, deliver to the city a certificate of insurance as may be required by the Director of Finance. Said requirements shall not be less

than a one million dollar public liability and property damage insurance policy, products liability insurance of one million dollars, and shall designate the city and its officers, agents and employees as additional insureds. The certificate shall specify the time, location, and dates to be covered by the policy.

(13) In addition, a declaration shall be submitted by the applicant stating, under penalty of perjury, that the applicant provides direct and regular community services and benefits within the City of Madera to the citizens of the city. Such services and benefits shall be specifically enumerated in this declaration.

(14) A statement as to whether the applicant has had a permit revoked in the previous five years.

(15) Such other information as the Director of Finance deems appropriate.

(B) All applications must be signed by a duly appointed bona fide officer, or other authorized individual of the organization seeking the permit.

(C) An eligible organization may submit applications for more than one location or stand per year, which shall be processed pursuant to the provisions of Section 3-13.04. In the instance an eligible organization files multiple applications, the eligible organization shall identify the priority of preference for each individual application, in addition to the other application requirements in this section.

3-13.04 – SAFE AND SANE FIREWORKS – ISSUANCE OR DENIAL OF PERMITS

The final decision to issue or deny permits shall rest with the Community Development Director.

(A) *Number of Permits Issued to Eligible Organizations.* Nothing herein shall be construed to require the issuance of a permit for more than one stand per eligible organization.

(1) An eligible organization may submit applications for more than one location or stand per year in accordance with Section 3-13.03 of the Municipal Code. In any calendar year in which there are fewer applicants than available permits, the Community Development Director may, at their sole discretion, issue a permit for more than one stand per eligible organization.

(B) In the event the number of accepted applications that have complied with all of the application requirements of Section 3-13.03 exceeds the number of permits available for that calendar year, all of such applications shall be randomly assigned a number and the Community Development Director will, on or before third Friday in June, select such numbers randomly by lottery to establish a priority list. An attempt to notify all applicants of their assigned number and the number of available permits will be made as soon as practicable after the establishment of the priority list. Permits will then be issued in the order established by the priority list. In the

event a permit is denied to or revoked from an applicant on the priority list, the opportunity to secure such permit shall be provided to the next applicant on the priority list without a permit, provided such applicant is ready, willing and able to successfully fulfill all of the conditions of the permit.

(C) Denial may be based on the failure to meet any of the requirements for the issuance of a permit under this chapter, prior violations of this chapter, or for purposes of public health, welfare, or safety. In cases such as civil unrest, severe drought conditions, or any other such situation deemed to be harmful to or having the possibility of creating an extreme hazard to persons and/or property, the Community Development Director may also deny issuance of all or a portion of any permits. The Community Development Director's decision is final, and is not subject to administrative appeal.

3-13.05 – REGULATIONS.

It shall be unlawful for any eligible organization to which a permit has been issued:

(A) To operate in violation of State of California Title 19, Chapter 6, regulating the storage, transportation, sale and use of fireworks;

(B) To use the permit for a stand for other than which the permit is required (a separate permit is required for each stand);

(C) To fail to clear all flammable or burnable materials within thirty feet (30') from any fireworks stand and to maintain such condition during the period prescribed for the sale of fireworks;

(D) To allow smoking within twenty-five feet (25') of any such business location or stand or to fail to post "No Smoking" signs with such wording in red letters not less than two inches (2'') in height on a white background on all sides of any such stand;

(E) To sell or store fireworks less than thirty (30) feet from inhabited buildings;

(F) To sell or store fireworks less than one hundred (100) feet from locations where flammable liquids are used, stored or dispensed;

(G) To sell or store fireworks less than twenty-five (25) feet from property lines;

(H) To store fireworks in dwellings, attached garages, educational facilities, assembly occupancies institutional or social care facilities. Sale of fireworks is permitted in buildings classified as an approved temporary sales building. Storages of fireworks is permitted in buildings classified as explosives warehouses, approved temporary storage buildings, or approved containers.

(I) To fail to have immediately available within the stand a certified fire extinguisher or other fire extinguishing device of a type approved by the Fire Department;

(J) To sell fireworks to any person under sixteen (16) years of age;

(K) To sleep inside or within fifty (50) feet of any fireworks stand or fireworks storage container, building or site, including trailers, campers or other vehicles.

(L) To allow another organization, or any person who is not affiliated with or volunteering for the permitted organization, to sell fireworks or otherwise participate in the operation of a fireworks stand;

(M) To allow any person under 18 years of age in a fireworks stand;

(N) Each organization which receives a permit to sell fireworks shall have at least two of its members attend an operator safety seminar conducted by the fireworks manufacturer or distributor through whom the organization purchases fireworks;

(O) To sell fireworks on dates and hours other than those specified below.

(1) June 28: 12:00 Noon – 11:00 pm

(2) June 29 – July 3: 7:00 am – 11:00 pm

(3) July 4: 7:00 am – 9:00 pm

(P) To fail to dismantle and remove any stand or structure of any nature where fireworks are sold or offered for sale within three (3) days after the close of sales.

3-13.06 – NUMBER OF FIREWORKS STANDS ALLOWED.

Only one fireworks stand may be operated per permit at the location identified on the permit. There shall be allowed one fireworks stand for every two thousand (2,000) population in the City of Madera. Starting January 1, 2027, there shall be allowed one fireworks stand for every four thousand (4,000) population in the City of Madera. The City population shall be based on annual population figures provided by the State Department of Finance.

3-13.07 – FIREWORKS STANDS: ZONING RESTRICTIONS.

Fireworks stands will be allowed only on property which is not currently zoned for any residential use. Public safety, ingress, egress, and adequate parking will be additional factors considered by the Fire Department before approving any site for fireworks sales.

3-13.08 – CERTIFICATES OF INSURANCE.

Prior to the issuance of a permit, the eligible organization shall procure a certificate of insurance acceptable consistent with the requirements of section 3-13.03(A)(12) and provide it to the Director of Finance.

3-13.09 – STATE FIREWORKS LAW.

The provisions of this chapter shall be construed so as not to conflict with the State Fireworks Law.

3-13.10 – REVOCATION OF PERMITS.

Any violation of this chapter or other city laws, or the terms and conditions of the permit, or State laws or administrative regulations, or safety rules of the Fire Department, shall be grounds for the revocation of the permit by the Community Development Director. All officers, agents, and employees of the eligible organization shall be responsible for compliance with all the provisions of this chapter.

3-13.11 – POSSESSION OR USE OF ILLEGAL FIREWORKS.

It is unlawful for any person to possess or use illegal or dangerous fireworks in the city, as defined in this chapter and by the State Fireworks Law, Sections 12500 et seq. of the Health and Safety Code of the State, and such other fireworks as may be determined to be dangerous by the State Fire Marshal.

3-13.12 – SAFE AND SANE FIREWORKS – LIMITATION ON PLACES AND HOURS OF DISCHARGE.

(A) It is unlawful to discharge any safe and sane fireworks except during the following hours:

(1) June 28th – July 3rd: 5:00 p.m. to 10:00 p.m.; and

(2) July 4: 5:00 p.m. to 12:00 p.m.

(B) It is unlawful for any person to ignite, discharge, project, or otherwise fire or use, any safe and sane fireworks, or permit the ignition, discharge or projection thereof, upon or over or onto the property of another, without his or her consent, or to ignite, discharge, project, or otherwise fire or make use of any safe and sane fireworks within ten (10) feet of any residence, dwelling, or other structure used as a place of habitation by human beings;

(C) Responsible persons shall be liable for any violations of this chapter occurring on: (i) the person's property; (ii) any sidewalk, street, or other public right of way immediately adjacent to the person's property; or (iii) any other public or private property to which the responsible person has demonstrated apparent ownership, control, or right of use.

(D) City Parks.

(1) No person shall have in their possession, or ignite, discharge, explode or otherwise set off, any fireworks, regardless whether safe and sane fireworks or not, or other flammable or explosive material, at any of the following locations:

(a) Any city park, including Lions' Town and Country Park, except as may be authorized by a permit issued by the city;

(b) The Fresno River. This includes any unimproved area within the traditional flow area of the river, including 100 feet on each side and the river bottom, except for those portions (if any) which are private property or part of a public street or thoroughfare. This prohibition applies year round, but shall not be applicable to a regulatory agency and any associated controlled burns or fire suppression efforts.

(c) Fire Hazard Severity Zones. Any location classified as a "High" or "Very High" Fire Hazard Severity Zone by the California Department of Forestry and Fire Protection or as designated by the city by resolution or ordinance.

3-13.13 – SAFE AND SANE FIREWORKS – SUPERVISION OF MINORS.

It is unlawful for any person having the care, custody, or control of a minor (under eighteen (18) years old) to permit such minor to discharge, explode, fire, or set off any dangerous fireworks, at any time; or to permit such minor to discharge or set off any safe and sane fireworks unless such minor does so under the direct supervision of a person over eighteen (18) years of age who is aware of and requiring safe and responsible procedures and only during the hours and on the days permitted by this chapter.

3-13.14 – VIOLATION – PENALTY.

(A) The penalties set forth herein are intended to be nonexclusive and are intended to be in addition to any other remedies provided in this chapter or any other law, statute, ordinance or regulation.

(B) Misdemeanor. Any responsible person (as defined in section 3-13.01(E)) violating any of the provisions of this chapter is guilty of a misdemeanor, and may be subject to punishment in accordance with section 1-2.01 and any other applicable laws.

(C) Administrative citations. In addition to, or in lieu of, any other available remedies, violations of this chapter shall be subject to administrative citations in accordance with 1-9.08 of this Code. All responsible persons shall be personally liable for an administrative fine of one thousand dollars ($1,000.00) per occurrence. Each separate day or any portion thereof during which a violation occurs or continues constitutes a separate occurrence, and each such occurrence shall be separately punishable as provided in this section. Additionally, each separate use or discharge of a firework in violation of this chapter, whether occurring on a single day or over multiple days, shall constitute a separate occurrence, separately punishable as provided in this section.

(D) Response costs. In addition to, or in lieu of, any other available remedies, responsible person(s) who have violated this chapter shall be liable for response costs incurred by law enforcement, fire, or emergency services related to the illegal discharge of fireworks on their property. These costs may include but are not limited to salaries, benefits, administrative costs, and the repair of any damaged public property. All responsible persons shall be jointly and severally liable for the response costs incurred in the response and all subsequent responses. The amount of response costs constitutes a debt owed to the city.

If a responsible person is a juvenile, then the parents or guardians of that juvenile and the juvenile will be jointly and severally liable for the response costs incurred pursuant to this chapter. To incur liability for response costs imposed by this chapter, the parent(s) or guardian(s) for the juvenile committing a violation of this chapter need not be present at the event or occurrence that causes the response giving rise to the imposition of response costs. This chapter therefore imposes vicarious as well as direct strict liability upon such parent(s) or guardian(s).

(1) Notice of the response costs shall be served by first-class mail on the responsible person liable for such costs. The notice shall contain the following information:

(a) The name of the responsible person who is liable for the response costs;

(b) The address of the private property where the incident occurred;

(c) The date and time of the response;

(d) The law enforcement, fire, or other emergency response personnel who responded; and

(e) An itemized list of the response costs.

(2) Payment for response costs shall be remitted to the city within thirty calendar days of the date of the notice. The payment of any such costs shall be stayed upon the filing of a timely appeal.

(3) A responsible person charged with response costs may, within 15 calendar days of the date of the notice of response costs, appeal the response costs pursuant to the process in sections 1-9.09 and 1-9.10 of this code, and the appeal hearing shall be scheduled and conducted in the manner prescribed therein.

(4) Failure to timely and properly file an appeal constitutes a failure to exhaust available administrative remedies and bars any further review or administrative appeal of the response costs, which shall be deemed final.

(5) The amount of penalties and response costs shall constitute a debt owed to the city and may be collected using any legally available means, including but not limited to a

lien on the property pursuant to section 1-9.11 of this Code, and/or a civil action.

(E) Seizure: Any fireworks used in violation of this provision may be seized as evidence of the violation and considered contraband.

SECTION 5: If any article, section, sentence, clause or phrase of this Chapter is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this Chapter. The Council hereby declares that it would have adopted this chapter and adopted each article, section, sentence, clause or phrase thereof, irrespective of the fact that any one or more articles, sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

SECTION 6: This ordinance shall take effect and be in full force and effect from and after thirty (30) calendar days after its final passage and adoption. Within fifteen (15) calendar days after its adoption, the ordinance, or a summary of the ordinance, shall be published once in a newspaper of general circulation.

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RETURN TO AGENDA

Item:	B-1
Minutes for:	03/18/2026
Adopted:	04/15/2026

Minutes of a Regular Meeting of the Madera City Council

Wednesday, March 18, 2026 **Council Chambers**
6:00 p.m. **City Hall**

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

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

ROLL CALL:

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

Others present were City Manager Arnoldo Rodriguez, City Clerk Alicia Gonzales, City Attorney Shannon L. Chaffin, Chief Building Official Rafael Magallan, City Engineer Keith Helmuth, Community Development Director Will Tackett, Director of Financial Services Michael Lima, Division Fire Chief Larry Pendarvis, Grants Administrator Marcela Zuniga, Director of Human Resources Wendy Silva, Director of Information Technology Gary Price, Director of Parks and Community Services Joseph Hebert, Planning Manager David Brletic, Public Works Director Harpiar Gandhi, Deputy City Engineer Ellen Bitter, Administrative Analyst (Parks) Gabriela Salazar and Communication Specialist Joseph Carrello.

INVOCATION: Pastor Mike Souza, Harvest Community Church

PLEDGE OF ALLEGIANCE: Mayor Pro Tem Zacharia

APPROVAL OF AGENDA:

ON MOTION BY COUNCILMEMBER EVANS AND SECONDED BY COUNCILMEMBER VILLEGAS, REMOVING ITEM B-5 FROM THE AGENDA WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE.

Councilmember Mejia requested the inclusion of her nomination in the Woman of the Year program. Discussion of the item followed.

ON MOTION BY COUNCILMEMBER MEJIA AND SECONDED BY COUNCILMEMBER RODRIGUEZ, ADDING THE DISTRICT 5 WOMAN OF THE YEAR CANDIDATE TO THE AGENDA WAS APPROVED BY A 6/1 VOTE. NOES: MAYOR GALLEGOS.

PRESENTATIONS: Woman of the Year

PUBLIC COMMENT:

The first 15 minutes of the meeting are reserved for members of the public to address the Council on items which are within the subject matter jurisdiction of the Council. The Council is prohibited by law from taking any action on matters discussed that are not on the agenda, and no adverse conclusions should be drawn if the Council does not respond to public comment at this time.

No Public Comment was presented. Public Comment was closed.

A. PUBLIC HEARINGS:

A-1 Public Hearing for the Program Year 2026/27 Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) Annual Action Plan

Recommendation: Conduct the Public Hearing and, by Motion, Approve the Proposed Allocations for the CDBG and HOME Annual Action Plan in the Estimated Amount of $1,582,670 (Report by Michael Lima)

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

A-2 Public Hearing to Amend the Community Development Block Grant (CDBG) 2025- 2026 Annual Action Plan

Recommendation: Adopt a Resolution Approving the Amendment of the 2025-2026 CDBG Annual Action Plan to Change the Scope of Work for the Centennial Park Pool Complex Deck & Facility (Report by Michael Lima)

ON MOTION BY COUNCILMEMBER RODRIGUEZ AND SECONDED BY COUNCILMEMBER VILLEGAS, ITEM A-2 WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE.

RES 26-35 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING THE AMENDMENT OF THE PROGRAM YEAR 2025-2026 COMMUNITY DEVELOPMENT BLOCK GRANT ANNUAL ACTION PLAN TO REVISE THE SCOPE OF WORK FOR THE CENTENNIAL PARK POOL COMPLEX DECK & FACILITIES PROJECT

A-3 Adopt a Resolution Approving the Community Development Block Grant COVID 19 (CDBG-CV) Subrecipient Agreement

Recommendation: Adopt a Resolution Approving the CDBG-CV Subrecipient Agreement for Services for $256,050.21 with the City of Madera Parks Department for the construction of a basketball court at Rotary Gateway Park (Report by Michael Lima)

ON MOTION BY COUNCILMEMBER EVANS AND SECONDED BY COUNCILMEMBER MONTES, ITEM A-3 WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE.

RES 26-36 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING A COMMUNITY DEVELOPMENT BLOCK GRANT-COVID 19 (CDBG-CV) SUBRECIPIENT AGREEMENT FOR SERVICES ($256,050.21) WITH CITY OF MADERA, PARKS DEPARTMENT

A-4 Military Equipment Use Ordinance and Policy

Recommendation: Review Military Equipment Use Policy, Ordinance, and Annual Report and by Minute Order Affirm the Ordinance and Accept the Annual Military Equipment Use Report (Report by Giachino Chiaramonte)

ON MOTION BY COUNCILMEMBER VILLEGAS AND SECONDED BY COUNCILMEMBER MONTES, ITEM A-4 WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE.

A-5 Consideration of Adoption of an Ordinance Creating an Expedited and Streamlined Permitting Process for Electric Vehicle Charging Stations

Recommendation: Waive Full Reading and Introduce by Title Only an Ordinance of the City Council of the City of Madera, Adding Chapter 7 of Title IX of the City Municipal Code, to Create an Expedited Permit Process for Electrical Vehicle Charging Stations, with the Associated CEQA Findings (Report by Will Tackett)

INTRO ORD AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA, ADDING CHAPTER 7 OF TITLE IX OF THE CITY MUNICIPAL CODE, TO CREATE AN EXPEDITED PERMIT PROCESS FOR ELECTRICAL VEHICLE CHARGING STATIONS, WITH THE ASSOCIATED CEQA FINDINGS (CEQA GUIDELINES SECTION 15061[B][3])

ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY COUNCILMEMBER MEJIA, ITEM A-5 WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE.

B. <u>CONSENT CALENDAR</u>:

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

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

B-1 Minutes – March 4, 2026

Recommendation: Approve the City Council Minutes of March 4, 2026 (Report by Alicia Gonzales)

B-2 Informational Report on Register of Audited Demands

Recommendation: Review Register of Audited Demands Report for February 21 to March 6, 2026 (Report by Michael Lima)

B-3 Quarterly Board, Commission, and Committee Attendance

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

B-4 Informational Report on Solar Project Credit Payment of $976,713.21

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

B-5 Madera Coalition for Community Justice Fee Waiver Request for Cesar Chavez Day Event

Recommendation: Adopt a Resolution Waiving the Rental Fees of the Pan-American Community Center on March 29, 2026, related to the Cesar Chavez Day Event Hosted by the Madera Coalition for Community Justice, at an Anticipated Rental Fee of $850 (Report by Joseph Hebert)

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

B-6 Madera County Elections Division Fee Waiver Request for the Statewide Direct Election and the November 2026 General Election

Recommendation: Adopt a Resolution Waiving the Rental Fees of the Pan-American Community Center between May 30 - June 2, 2026, and October 31 - November 3, 2026, related to the General Election, hosted by the Madera County Elections Division, at an Anticipated Rental Fee of $6,960 (Report by Joseph Hebert)

RES 26-37 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA WAIVING THE RENTAL FEES OF THE PAN-AMERICAN COMMUNITY CENTER DURING THE FOLLOWING DATES, BETWEEN MAY 30 - JUNE 2, 2026, AND OCTOBER 31 - NOVEMBER 3, 2026, RELATED TO THE GENERAL ELECTION, HOSTED BY THE MADERA COUNTY ELECTIONS DIVISION, AT AN ANTICIPATED RENTAL FEE OF $6,960

B-7 Acceptance of the Lions Town & Country Park Trail Improvements

Recommendation: Approve Minute Order Approving:

1. Acceptance of the Lions Town & Country Park Trail Improvements, Specifically Located within Lions Town & Country Park, 2300 Howard Road, Madera, CA 93637; and
2. The Recording of Notice of Completion; and
3. The Release of Retention 35 days after the Recording of the Notice of Completion (Report by Joseph Hebert)

B-8 Raymond Road Street Improvements, City Project R-37, CMAQ CML 5157 (094), Shoulder Paving and RMRA Pavement Rehab

Recommendation: Adopt a Resolution Rejecting All Bids Received for the Raymond Road Street Improvements, City Project R-37, CMAQ CML 5157 (094), Shoulder Paving and RMRA Pavement Rehab (Report by Keith Helmuth)

RES 26-38 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA REJECTING ALL BIDS FOR RAYMOND ROAD STREET IMPROVEMENTS, CITY PROJECT R-37, CMAQ CML 5157 (094), SHOULDER PAVING AND RMRA PAVEMENT REHAB AND AUTHORIZING THE ENGINEERING DEPARTMENT TO RE-ADVERTISE FOR BIDS FOR THE PROJECT

B-9 Fairgrounds Lift Station Modifications, City Project SS-00006

Recommendation: Adopt a Resolution Authorizing an Increase in Construction Contract Contingencies for the contract with Telstar Instruments for the

Fairgrounds Lift Station Modifications, City Project SS-00006 (Report Keith Helmuth)

RES 26-39 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA AUTHORIZING AN INCREASE IN CONSTRUCTION CONTRACT CONTINGENCIES FOR THE CONTRACT WITH TELSTAR INSTRUMENTS FOR THE FAIRGROUNDS LIFT STATION MODIFICATIONS, CITY PROJECT SS-00006

B-10 James Taubert Park

Recommendation: Adopt a Resolution Amending the Fiscal Year 2025/26 Adopted Budget for Engineering and Project Management Services Associated with James Taubert Park in the Amount of $30,000 (Report by Joseph Hebert)

RES 26-40 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA AMENDING THE FISCAL YEAR 2025/26 ADOPTED BUDGET, APPROVING RELATED EXPENDITURE LINE ITEMS FOR ENGINEERING AND PROJECT MANAGEMENT SERVICES ASSOCIATED WITH JAMES TAUBERT PARK IN THE AMOUNT OF $30,000

C. WORKSHOP: None

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

D-1 Amendments to the City of Madera Classification Plan, Changes to Salary Range Assignments for Certain Positions on the City of Madera Full-Time Salary Schedule, and Hiring Bonus Program

Recommendation: Adopt Resolutions:

1. Amending the City of Madera Classification Plan to replace Public Safety Dispatcher with Public Safety Dispatcher I/II and modify the Public Works Operations Director to include classification as unlicensed or licensed Civil Engineer; and
2. Approve three (3) Side Letter Agreements between the City of Madera and the Madera Police Officers' Association, Mid Management Employee Group, and Law Enforcement Mid Management Group, respectively, modifying the assigned salary ranges for certain classifications; and
3. Approve the City of Madera Full-Time Salary Schedule effective March 21, 2026; and
4. Approve Policy HR-1: Hiring Bonus Program for Eligible Positions (Report by Wendy Silva)

City Clerk Alicia Gonzales announced: Please be advised that pursuant to Government Code § 54953(d)(3), prior to taking action on this item, the Council must orally report a summary of the action being considered, if approved, the recommended action will modify the assigned salary range for the Department Head positions of City Engineer and Public Works Operations Director if licensed as a Civil Engineer to City of Madera Schedule M for Management Employees, salary range 533, equivalent to $144,422 - $184,063 per year.

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

RES 26-41 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING THE CITY OF MADERA CLASSIFICATION PLAN

RES 26-42 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING SIDE LETTER AGREEMENTS WITH THE MADERA POLICE OFFICERS' ASSOCIATION, MID MANAGEMENT EMPLOYEE GROUP, AND LAW ENFORCEMENT MID MANAGEMENT GROUP REGARDING PAY RANGE ASSIGNMENTS FOR CERTAIN REPRESENTED POSITIONS

RES 26-43 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA ADOPTING THE CITY OF MADERA FULL TIME SALARY SCHEDULE EFFECTIVE MARCH 21, 2026

RES 26-44 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING A HIRING BONUS PROGRAM FOR ELIGIBLE POSITIONS

D-2 Initiation of a Text Amendment to the Zoning Regulations of the City Municipal Code to Establish Permitted Color Palettes for New Development and Repainting of Existing Structures in the Commercial Zones

Recommendation: Adopt a Resolution of Intention of the City Council of the City of Madera to Initiate Procedure to Amend Chapter 3, Title X of the City Municipal Code Relating to Commercial Zones in Accordance with the Provisions of Section 10-3.1500 et seq. of the City Municipal Code (Report by Will Tackett)

ON MOTION BY COUNCILMEMBER EVANS AND SECONDED BY COUNCILMEMBER VILLEGAS, ITEM D-2 WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE.

RES 26-45 RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF MADERA TO INITIATE PROCEDURE TO AMEND CHAPTER 3, TITLE X OF THE CITY MUNICIPAL CODE RELATING TO COMMERCIAL ZONES IN ACCORDANCE WITH THE PROVISIONS OF SECTION 10-3.1500 ET SEQ. OF THE CITY MUNICIPAL CODE

D-3 Community Cleanup and Employment Pathway Grant

Adopt Resolutions:

1. Approving a Restricted Grant Agreement between the State of California, acting by and through its Department of Transportation, referred herein as Caltrans, and the City for the Community Cleanup and Employment Pathway Grant in the amount of $300,000
2. Amending the Fiscal Year 2025/26 Budget, approving related revenue and expenditure line items for the execution of the Restricted Grant Agreement towards Community Cleanup and Employment Pathway Grant objectives (Report by Joseph Hebert)

ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY COUNCILMEMBER MEJIA, ITEM D-3 WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE.

RES 26-46 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING RESOLUTION APPROVING A RESTRICTED GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA, ACTING BY AND THROUGH ITS DEPARTMENT OF TRANSPORTATION, REFERRED HEREIN AS

CALTRANS, AND THE CITY OF MADERA FOR THE COMMUNITY CLEANUP AND EMPLOYMENT PATHWAY GRANT IN THE AMOUNT OF $300,000

RES 26-47 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA AMENDING THE FISCAL YEAR 2025/26 BUDGET, APPROVING RELATED REVENUE AND EXPENDITURE LINE ITEMS FOR THE EXECUTION OF THE RESTRICTED GRANT AGREEMENT TOWARDS COMMUNITY CLEANUP AND EMPLOYMENT PATHWAY GRANT OBJECTIVES

E. ADMINISTRATIVE REPORTS:

E-1 Audited Comprehensive Financial Statements for the Fiscal Year ended June 30, 2025

Recommendation: Acceptance of Audited Comprehensive Financial Statements (ACFR) for Fiscal Year 2024/2025 (Report by Michael Lima)

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

F. COUNCILMEMBER REPORTS/ANNOUNCEMENTS/FUTURE AGENDA ITEMS:

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

Councilmember Montes requested that The Woman of the Year event be added to the agenda to allow Council to discuss and provide input on participation rules.

Mayor Pro Tem Zacharia had nothing to report.

Councilmember Evans reported reading to a couple of classes at Sierra Vista Elementary School. She attended a 5-day event in Washington, D.C. and she will provide an update at the next Housing Authority meeting. She attended the Save Mart community celebration and congratulated the Police Department on their "Battle of the Bags" win against the Fire Department.

Councilmember Mejia attended the Madera County Economic Development Commission event. She thanked Senator Caballero, Assemblymember Jose Luis Solache and Assemblymember Soria for discussing priorities for local businesses, residents and government in Madera County.

Councilmember Rodriguez missed the previous Council meeting as he attended a Valley Voice meeting through MCTC, where he advocated for regional needs regarding air quality, the gas tax and water. He thanked the Mayor for her work on the Woman of the Year event and the Chief for assisting a local resident.

Councilmember Villegas had nothing to report.

Mayor Gallegos honored City Clerk Alicia Gonzales as a past recipient of the Woman of the Year award and expressed her condolences to Lisa Gill of the Sugar Pine Smokehouse on her husband's recent passing.

G. CLOSED SESSION:

G-1 Conference with Legal Counsel – Existing Litigation (Government Code, §54956.9(d)(1))
Name of Case: City of Madera v. Jesus Lopez

County of Madera Superior Court Case No. MCV086188

City Attorney Shannon Chaffin made the closed session announcement at 8:39 p.m. Mr. Chaffin and Council returned from Closed Session at 9:11 p.m. Mr. Chaffin announced that City Council authorized litigation as appropriate by staff.

FUTURE MEETING DATES:

- Wednesday, April 15, 2026
- Wednesday, May 6, 2026

ADJOURNMENT: Meeting was adjourned at 9:11 p.m.

_____ _____

ALICIA GONZALES, City Clerk CECELIA K. GALLEGOS, Mayor

_____

MINUTES PREPARED BY
ZELDA LEÓN, Deputy City Clerk

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Michael Lima, Director of Financial Services

Arnoldo Rodriguez, City Manager

Council Meeting of: April 15, 2026

Agenda Number: B-2

SUBJECT:

Informational Report on Register of Audited Demands

RECOMMENDATION:

Review Register of Audited Demands Report for March 7 to April 3, 2026.

SUMMARY:

The Register of Audited Demands for the City covering obligations paid during the period of March 7th to April 3rd, 2026 is summarized in the following tables. Attachment A contains Warrants while Table 2 is a summary of the wire transfers.

Table 1: *Warrant Distribution Summary*		
Description	*Check #'s*	*Amount*
General Warrants	44950 – 45161	$5,341,417.46

Table 2: *Wire Transfer Summary*		
Description	*Vendor*	*Amount*
Payroll and Taxes	US Bank	$1,427,481.15
SDI	EDD	$7,099.41
CalPERS Payment	CalPERS	$160,698.60

DISCUSSION:

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

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

FINANCIAL IMPACT:

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

ALTERNATIVES:

Informational only.

ATTACHMENTS:

Register of Audited Demands

CITY OF MADERA

REGISTER OF AUDITED DEMANDS FOR BANK #1 - US BANK GENERAL ACCOUNT

April 15, 2026

CHECK	PAY DATE	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
44950	3/10/2026	PD Operations	ECN POLYGRAPH & INVE	POLYGRAPHS	5,000.00
44951	3/10/2026	PD Operations	PACIFIC STORAGE	SHREDDING SERVICES	552.00
44952	3/10/2026	PD Tire Amnesty Grant	AMERICAN TIRE RECYCL	TRAILER RENTAL - TIRE RECYCLE	1,900.00
44952	3/10/2026	PD Tire Amnesty Grant	AMERICAN TIRE RECYCL	TRAILER RENTAL - TIRE RECYCLE	1,900.00
44953	3/10/2026	Computer Acquisition/Maint.	AMAZON	OFFICE SUPPLIES	10.26
44953	3/10/2026	Computer Replacement	AMAZON	OFFICE SUPPLIES	19.46
44953	3/10/2026	Computer Replacement	AMAZON	OFFICE SUPPLIES	306.59
44954	3/10/2026	Finance	HDL	Q3 25/26 CONTRACT/AUDIT SALES	15,129.65
44955	3/10/2026	Facilities Maintenance	AZCO SUPPLY, INC.	TRAFFIC SIGNAL BULBS	2,121.70
44955	3/10/2026	Facilities Maintenance	AZCO SUPPLY, INC.	TRAFFIC SIGNAL CONFLICT MONITORS	3,799.58
44955	3/10/2026	Facilities Maintenance	AZCO SUPPLY, INC.	STREET LIGHTS	5,087.75
44956	3/10/2026	PW - Streets	INTERNATIONAL COATIN	TRAFFIC PAINT	4,322.82
44957	3/10/2026	PD Operations	B & M SUPPLIERS LLC	NITRILE GLOVES	285.00
44958	3/10/2026	Central Admin	JONES HALL	LEGAL SERVICE FEE - IRA CREDIT COUNSEL	394.34
44958	3/10/2026	PD Operations	JONES HALL	LEGAL SERVICE FEE - IRA CREDIT COUNSEL	1,389.65
44958	3/10/2026	Fire	JONES HALL	LEGAL SERVICE FEE - IRA CREDIT COUNSEL	857.86
44958	3/10/2026	Engineering	JONES HALL	LEGAL SERVICE FEE - IRA CREDIT COUNSEL	147.21
44958	3/10/2026	Parks	JONES HALL	LEGAL SERVICE FEE - IRA CREDIT COUNSEL	1,118.40
44958	3/10/2026	Recreation	JONES HALL	LEGAL SERVICE FEE - IRA CREDIT COUNSEL	9.38
44958	3/10/2026	Sr Citizen Community Service	JONES HALL	LEGAL SERVICE FEE - IRA CREDIT COUNSEL	23.92
44958	3/10/2026	Aquatics Programs	JONES HALL	LEGAL SERVICE FEE - IRA CREDIT COUNSEL	243.40
44958	3/10/2026	Comm & Rec Centers	JONES HALL	LEGAL SERVICE FEE - IRA CREDIT COUNSEL	1,817.58
44958	3/10/2026	Measure K Sales Tax - Police	JONES HALL	LEGAL SERVICE FEE - IRA CREDIT COUNSEL	232.21
44958	3/10/2026	Water Mtnc/Operations	JONES HALL	LEGAL SERVICE FEE - IRA CREDIT COUNSEL	17,570.21
44958	3/10/2026	Sewer Mtnc/Operations	JONES HALL	LEGAL SERVICE FEE - IRA CREDIT COUNSEL	714.66
44958	3/10/2026	WWT Plant	JONES HALL	LEGAL SERVICE FEE - IRA CREDIT COUNSEL	8,838.91
44958	3/10/2026	Airport Operations	JONES HALL	LEGAL SERVICE FEE - IRA CREDIT COUNSEL	1,258.22
44958	3/10/2026	Facilities Maintenance	JONES HALL	LEGAL SERVICE FEE - IRA CREDIT COUNSEL	9,168.60
44958	3/10/2026	Intermodal Building	JONES HALL	LEGAL SERVICE FEE - IRA CREDIT COUNSEL	423.66
44958	3/10/2026	Parking Dist Operation	JONES HALL	LEGAL SERVICE FEE - IRA CREDIT COUNSEL	76.07
44958	3/10/2026	Drainage Flood Control	JONES HALL	LEGAL SERVICE FEE - IRA CREDIT COUNSEL	715.72
44959	3/10/2026	Fleet Acquisition	CDCE, INC.	PANASONIC DOCK	8,910.17
44960	3/10/2026	WWT Plant	MOUNTAIN VALLEY	CONSULTING SERVICES - WWTP	15,160.00
44961	3/10/2026	PD Operations	AMANCIO LOPEZ	TOWING SERVICES	500.00
44962	3/10/2026	RSTP - Fed Exchange	BROOKS RANSOM ASSOC	RRFB SIGN FOUNDATION & ANCHORAGE	1,575.00
44963	3/10/2026	WWT Plant	GARICA OROZCO ALVARO	HVAC REPAIR - WWTP	1,672.90
44964	3/10/2026	PD Operations	AT&T	02/26 CALNET SERVICE 9391064552	1.93
44965	3/10/2026	Water Quality Control	BSK ASSOCIATES	WELL 17 PFAS SAMPLING	1,410.00
44966	3/10/2026	PD Operations	CALIFORNIA DEPARTMEN	BLOOD ALCOHOL ANALYSIS	1,470.00
44967	3/10/2026	City Clerk's Office	COMCAST	CITY INTERNET CONNECTION 02/26	7.27

CITY OF MADERA

REGISTER OF AUDITED DEMANDS FOR BANK #1 - US BANK GENERAL ACCOUNT

April 15, 2026

CHECK	PAY DATE	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
44967	3/10/2026	City Manager	COMCAST	CITY INTERNET CONNECTION 02/26	7.22
44967	3/10/2026	Finance	COMCAST	CITY INTERNET CONNECTION 02/26	38.15
44967	3/10/2026	Purchasing	COMCAST	CITY INTERNET CONNECTION 02/26	10.66
44967	3/10/2026	General/Grant Oversight	COMCAST	CITY INTERNET CONNECTION 02/26	14.14
44967	3/10/2026	City Attorney	COMCAST	CITY INTERNET CONNECTION 02/26	7.22
44967	3/10/2026	HR/Risk Management	COMCAST	CITY INTERNET CONNECTION 02/26	14.14
44967	3/10/2026	PW - Streets	COMCAST	CITY INTERNET CONNECTION 02/26	17.53
44967	3/10/2026	Planning	COMCAST	CITY INTERNET CONNECTION 02/26	17.43
44967	3/10/2026	Building	COMCAST	CITY INTERNET CONNECTION 02/26	24.40
44967	3/10/2026	Engineering	COMCAST	CITY INTERNET CONNECTION 02/26	48.40
44967	3/10/2026	Code Enforcement	COMCAST	CITY INTERNET CONNECTION 02/26	51.89
44967	3/10/2026	Parks Administration	COMCAST	CITY INTERNET CONNECTION 02/26	14.09
44967	3/10/2026	Parks	COMCAST	CITY INTERNET CONNECTION 02/26	17.53
44967	3/10/2026	Recreation	COMCAST	CITY INTERNET CONNECTION 02/26	20.97
44967	3/10/2026	Sr Citizen Community Service	COMCAST	CITY INTERNET CONNECTION 02/26	14.09
44967	3/10/2026	Comm & Rec Centers	COMCAST	CITY INTERNET CONNECTION 02/26	34.71
44967	3/10/2026	Utility Billing/Water	COMCAST	CITY INTERNET CONNECTION 02/26	22.71
44967	3/10/2026	Water Mtnc/Operations	COMCAST	CITY INTERNET CONNECTION 02/26	15.84
44967	3/10/2026	Water Quality Control	COMCAST	CITY INTERNET CONNECTION 02/26	7.27
44967	3/10/2026	Utility Billing/Sewer	COMCAST	CITY INTERNET CONNECTION 02/26	11.55
44967	3/10/2026	Sewer Mtnc/Operations	COMCAST	CITY INTERNET CONNECTION 02/26	12.40
44967	3/10/2026	WWT Plant	COMCAST	CITY INTERNET CONNECTION 02/26	10.66
44967	3/10/2026	Fleet Maintenance	COMCAST	CITY INTERNET CONNECTION 02/26	7.27
44967	3/10/2026	Facilities Maintenance	COMCAST	CITY INTERNET CONNECTION 02/26	10.66
44967	3/10/2026	Computer Acquisition/Maint.	COMCAST	CITY INTERNET CONNECTION 02/26	14.14
44967	3/10/2026	Utility Billing/Garbage	COMCAST	CITY INTERNET CONNECTION 02/26	11.55
44967	3/10/2026	Solid Waste Disposal	COMCAST	CITY INTERNET CONNECTION 02/26	14.10
44968	3/10/2026	Code Enforcement	CORELOGIC INFORMATION	REALQUEST SERVICES 02/26	87.50
44968	3/10/2026	Utility Billing/Water	CORELOGIC INFORMATION	REALQUEST SERVICES 02/26	43.75
44968	3/10/2026	Utility Billing/Sewer	CORELOGIC INFORMATION	REALQUEST SERVICES 02/26	21.88
44968	3/10/2026	Utility Billing/Garbage	CORELOGIC INFORMATION	REALQUEST SERVICES 02/26	21.87
44969	3/10/2026	Computer Replacement	DELL COMPUTER	REPLACEMENT MONITORS	12,206.02
44970	3/10/2026	Fire	DEPARTMENT OF FORESTRY	Q1 ACTUAL BILLING FOR CITY CONTRACT	1,077,156.71
44970	3/10/2026	Measure K Sales Tax - Fire	DEPARTMENT OF FORESTRT	Q1 ACTUAL BILLING FOR CITY CONTRACT	488,510.29
44971	3/10/2026	Comm & Rec Centers	DIAMOND COMMUNICATION	MONTHLY REPORT - PAN AM	80.00
44971	3/10/2026	Comm & Rec Centers	DIAMOND COMMUNICATION	SECURITY ALARM MONITORING - PAN AM	512.00
44971	3/10/2026	Comm & Rec Centers	DIAMOND COMMUNICATION	MONTHLY REPORT - PAN AM	80.00
44971	3/10/2026	Comm & Rec Centers	DIAMOND COMMUNICATION	MONTHLY REPORT - PAN AM	80.00
44971	3/10/2026	Comm & Rec Centers	DIAMOND COMMUNICATION	MONTHLY REPORT - FBSC	258.00
44971	3/10/2026	Comm & Rec Centers	DIAMOND COMMUNICATION	ALARM MONITORING - JWYC	157.00

CITY OF MADERA

REGISTER OF AUDITED DEMANDS FOR BANK #1 - US BANK GENERAL ACCOUNT

April 15, 2026

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44971	3/10/2026	Comm & Rec Centers	DIAMOND COMMUNICATION	MONTHLY REPORT - PAN AM	80.00
44971	3/10/2026	Comm & Rec Centers	DIAMOND COMMUNICATION	FIRE ALARM MONITORING - PAN AM	81.00
44972	3/10/2026	Parks	ENVIRO CLEAN	PARKS MAINTENANCE ITEMS	773.99
44973	3/10/2026	Facilities Maintenance	JAM SERVICES INC	TRAFFIC SIGNAL CONTROLER	4,740.75
44973	3/10/2026	Facilities Maintenance	JAM SERVICES INC	OPTICOM TRAFFIC SIGNAL FLASH UNIT	4,707.68
44974	3/10/2026	Supplemental Law Enforcement	MADERA ANIMAL HOSPITAL	VETERINARY SERVICES	168.50
44974	3/10/2026	Supplemental Law Enforcement	MADERA ANIMAL HOSPITAL	VETERINARY SERVICES	98.05
44975	3/10/2026	Payroll Tax/Withholding Trust	M.C.E.A.	MONTHLY DUES 02/26	255.00
44976	3/10/2026	Water Mtnc/Operations	MADERA IRRIG. DIST.	DOMESTIC WELL MITIGATION PROGRAM	80,000.00
44977	3/10/2026	Payroll Tax/Withholding Trust	M P O A	MONTHLY DUES 02/26	7,295.44
44978	3/10/2026	Water Mtnc/Operations	MADERA PUMPS, INC.	PUMP & MOTOR INSPECTION	3,875.00
44978	3/10/2026	Water Mtnc/Operations	MADERA PUMPS, INC.	PUMPING EQUIPMENT AND ACCESSORIES	443.75
44979	3/10/2026	Aquatics Programs	MAMMOTH OXYGEN	CO2 FOR POOL	100.80
44980	3/10/2026	PW - Streets	MID VALLEY DISPOSAL	WASTE DISPOSAL SVS	819.53
44980	3/10/2026	PW - Streets	MID VALLEY DISPOSAL	WASTE DISPOSAL SVS	1,592.55
44980	3/10/2026	PW - Streets	MID VALLEY DISPOSAL	WASTE DISPOSAL SVS	251.94
44980	3/10/2026	PW Safe & Clean Initiative	MID VALLEY DISPOSAL	WASTE DISPOSAL SVS	1,573.99
44980	3/10/2026	PW Safe & Clean Initiative	MID VALLEY DISPOSAL	WASTE DISPOSAL SVS	2,900.73
44980	3/10/2026	PW Safe & Clean Initiative	MID VALLEY DISPOSAL	WASTE DISPOSAL SVS	952.65
44980	3/10/2026	WWT Plant	MID VALLEY DISPOSAL	WASTE DISPOSAL SVS	632.66
44980	3/10/2026	WWT Plant	MID VALLEY DISPOSAL	WASTE DISPOSAL SVS	893.90
44980	3/10/2026	WWT Plant	MID VALLEY DISPOSAL	WASTE DISPOSAL SVS	631.21
44980	3/10/2026	WWT Plant	MID VALLEY DISPOSAL	WASTE DISPOSAL SVS	1,261.62
44980	3/10/2026	Drainage Flood Control	MID VALLEY DISPOSAL	WASTE DISPOSAL SVS	26.97
44980	3/10/2026	Drainage Flood Control	MID VALLEY DISPOSAL	WASTE DISPOSAL SVS	971.03
44980	3/10/2026	Drainage Flood Control	MID VALLEY DISPOSAL	WASTE DISPOSAL SVS	1,319.04
44980	3/10/2026	Drainage Flood Control	MID VALLEY DISPOSAL	WASTE DISPOSAL SVS	10,850.95
44980	3/10/2026	Street Cleaning	MID VALLEY DISPOSAL	WASTE DISPOSAL SVS	6,055.54
44980	3/10/2026	Street Cleaning	MID VALLEY DISPOSAL	WASTE DISPOSAL SVS	6,301.28
44980	3/10/2026	Street Cleaning	MID VALLEY DISPOSAL	WASTE DISPOSAL SVS	6,282.20
44981	3/10/2026	PD Operations	ODP BUSINESS SOLUTION	OFFICE SUPPLIES - PD	253.64
44982	3/10/2026	Fire	PACIFIC GAS & ELECTRIC	02/26 SERVICE 2173157566-4	2,382.85
44982	3/10/2026	Engineering	PACIFIC GAS & ELECTRIC	02/26 SERVICE 2000655655-7	2,223.49
44982	3/10/2026	Parks	PACIFIC GAS & ELECTRIC	02/26 SERVICE 8788837242-9	9.87
44982	3/10/2026	Comm & Rec Centers	PACIFIC GAS & ELECTRIC	02/26 SERVICE 8307681856-2	449.83
44982	3/10/2026	Water Mtnc/Operations	PACIFIC GAS & ELECTRIC	02/26 SERVICE 3642526071-2	103.33
44982	3/10/2026	Water Mtnc/Operations	PACIFIC GAS & ELECTRIC	02/26 SERVICE 9109225160-1	598.70
44982	3/10/2026	Water Mtnc/Operations	PACIFIC GAS & ELECTRIC	02/26 SERVICE 9172110863-6	14,421.12
44982	3/10/2026	Water Mtnc/Operations	PACIFIC GAS & ELECTRIC	02/26 SERVICE 9651992016-7	277.06
44982	3/10/2026	Airport Operations	PACIFIC GAS & ELECTRIC	02/26 SERVICE 3819620697-3	106.48

CITY OF MADERA

REGISTER OF AUDITED DEMANDS FOR BANK #1 - US BANK GENERAL ACCOUNT

April 15, 2026

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44982	3/10/2026	Airport Operations	PACIFIC GAS & ELECTRIC	02/26 SERVICE 8126770647-1	85.14
44982	3/10/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	02/26 SERVICE 1013877191-9	72.84
44982	3/10/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	02/26 SERVICE 2630414116-6	83.28
44982	3/10/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	02/26 SERVICE 3352588453-3	155.68
44982	3/10/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	02/26 SERVICE 3499945233-6	116.19
44982	3/10/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	02/26 SERVICE 4318089701-9	25.97
44982	3/10/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	02/26 SERVICE 5237156686-1	41.10
44982	3/10/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	02/26 SERVICE 7928098441-4	61.17
44982	3/10/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	02/26 SERVICE 7949615676-5	26.78
44982	3/10/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	02/26 SERVICE 8178280304-3	203.04
44983	3/10/2026	Water Capital Outlay	ROLFE CONSTRUCTION I	W-43 WATER MAIN REPLACEMENT PROJECT	984,273.37
44984	3/10/2026	Water Capital Outlay	SJVAPCD	PERMIT TO OPERATE - WELL 37	87.00
44984	3/10/2026	Sewer Capital Outlay	SJVAPCD	AIR QUALITY PERMIT - SS-06	87.00
44985	3/10/2026	Fleet Acquisition	SCELZI ENTERPRISES	TRUCK BED RACK #2019	4,048.95
44986	3/10/2026	Comm & Rec Centers	SERGIO'S WELDING	PATIO FENCE REPAIR - PANAM	850.00
44987	3/10/2026	Payroll Tax/Withholding Trust	STATE OF CALIFORNIA	FRANCHISE TAX DEDUCTIONS FOR 02/27/26 PAYROLL	340.32
44988	3/10/2026	Comm & Rec Centers	TK ELEVATOR CORPORATION	YC ELEVATOR MAINTENANCE	367.59
44989	3/10/2026	PD Operations	TRANSUNION RISK	DATABASE ACCESS 02/26	247.20
44990	3/10/2026	PD Operations	RIO HONDO COMMUNITY	ENROLLMENT FEE	89.00
44991	3/10/2026	Parks Administration	ABEGAIL VILLARREAL	DEPOSIT REFUND - PANAM GYM	115.00
44991	3/10/2026	Comm & Rec Centers	ABEGAIL VILLARREAL	DEPOSIT REFUND - PANAM GYM	1,285.00
44991	3/10/2026	General Trust Fund	ABEGAIL VILLARREAL	DEPOSIT REFUND - PANAM GYM	200.00
44992	3/10/2026	General Trust Fund	ASHLEY RODRIGUEZ	DEPOSIT REFUND - SUNRISE ROTARY PAVILION	50.00
44993	3/10/2026	General Trust Fund	JESSICA PETERSEN	DEPOSIT REFUND - LTC PAVILION	50.00
44994	3/10/2026	Parks	MAD CITY SLUGGERS	DEPOSIT REFUND - SUNRISE ROTARY FIELD	21.25
44994	3/10/2026	Parks	MAD CITY SLUGGERS	DEPOSIT REFUND - SUNRISE ROTARY FIELD	40.00
44994	3/10/2026	General Trust Fund	MAD CITY SLUGGERS	DEPOSIT REFUND - SUNRISE ROTARY FIELD	50.00
44995	3/10/2026	General Trust Fund	MARIA JIMENEZ	DEPOSIT REFUND - PANAM GYM	500.00
44996	3/10/2026	Parks Administration	MARY ANN GONZALEZ	DEPOSIT REFUND - LTC PAVILION	50.00
44996	3/10/2026	Parks	MARY ANN GONZALEZ	DEPOSIT REFUND - LTC PAVILION	115.00
44996	3/10/2026	General Trust Fund	MARY ANN GONZALEZ	DEPOSIT REFUND - LTC PAVILION	50.00
44997	3/10/2026	General Trust Fund	NICK LUNA	REFUND DEPOSIT - ROTARY PAVILION	50.00
44998	3/10/2026	Parks Administration	PATRICK RANGEL	DEPOSIT REFUND - ROTARY YOUTH HUT	25.00
44998	3/10/2026	Comm & Rec Centers	PATRICK RANGEL	DEPOSIT REFUND - ROTARY YOUTH HUT	180.00
44998	3/10/2026	General Trust Fund	PATRICK RANGEL	DEPOSIT REFUND - ROTARY YOUTH HUT	50.00
44999	3/10/2026	Parks Administration	PATRICK WATSON	DEPOSIT REFUND - FBSC MULTI-ROOM	50.00
44999	3/10/2026	Comm & Rec Centers	PATRICK WATSON	DEPOSIT REFUND - FBSC MULTI-ROOM	200.00
44999	3/10/2026	General Trust Fund	PATRICK WATSON	DEPOSIT REFUND - FBSC MULTI-ROOM	100.00
45000	3/10/2026	Parks	TIFFNEY MARTINEZ	DEPOSIT REFUND - LTC PAVILION	115.00
45000	3/10/2026	General Trust Fund	TIFFNEY MARTINEZ	DEPOSIT REFUND - LTC PAVILION	50.00

CITY OF MADERA

REGISTER OF AUDITED DEMANDS FOR BANK #1 - US BANK GENERAL ACCOUNT

April 15, 2026

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45001	3/10/2026	General Trust Fund	VANESSA PIMENTEL	DEPOSIT REFUND - FBSC MULTI-ROOM	100.00
45002	3/10/2026	Water Fund	CARDENAS GUADALUPE	UB TERM REFUND 9922916	115.05
45003	3/10/2026	Water Fund	CASPER, MASSEY	UB TERM REFUND 4684122	131.41
45004	3/10/2026	Water Fund	CAVALLERO JAMES	UB TERM REFUND 9908788	248.16
45005	3/10/2026	Water Fund	FLEMING ROBERT	UB TERM REFUND 9915074	115.50
45006	3/10/2026	Water Fund	HOLLINGSHEAD ANDREW	UB TERM REFUND 9926142	137.32
45007	3/10/2026	Water Fund	LOPEZ FAUSTINA	UB TERM REFUND 9925860	122.63
45008	3/10/2026	Water Fund	MAHER, GABRIELA	UB TERM REFUND 6612262	276.81
45009	3/10/2026	Water Fund	MARTIN NANCY S	UB TERM REFUND 4774591	166.01
45010	3/10/2026	Water Fund	MONTELONGO ROSEMARY	UB TERM REFUND 7468161	61.36
45011	3/10/2026	Water Fund	SMITH EDWARD	UB TERM REFUND 9908212	287.66
45012	3/10/2026	Water Fund	TRULL TIM	UB TERM REFUND 9893657	160.77
45013	3/18/2026	WWT Plant	SUNE GIL HOLDINGS	SOLAR ELECTRIC UTILITIES 12/25	267.72
45013	3/18/2026	WWT Plant	SUNE GIL HOLDINGS	SOLAR ELECTRIC UTILITIES 02/26	20,853.32
45014	3/18/2026	Water Mtnc/Operations	FERGUSON ENTERPRISES	GASKETS & BOLTS	5,727.24
45015	3/18/2026	Sewer Capital Outlay	TELSTAR INSTRUMENTS	SS-06 FAIRGROUNDS LIFT STATION MODIFICATIONS	118,750.00
45016	3/18/2026	Insurance/Reimbursed Damage	DAVE BANG ASSOCIATES	SRAN PLAYGROUND REPAIRS - ARSON DAMAGE	10,193.01
45017	3/18/2026	PD Operations	TRILOGY MEDWASTE	REUSABLE TUB - MEDICAL WASTE	84.07
45018	3/18/2026	Water Capital Outlay	CSI SERVICES INC	TESTING SERVICES	994.00
45019	3/18/2026	Measure K Sales Tax - Police	AMAZON	OFFICE SUPPLIES	216.48
45019	3/18/2026	Computer Acquisition/Maint.	AMAZON	OFFICE SUPPLIES	10.81
45019	3/18/2026	Computer Replacement	AMAZON	OFFICE SUPPLIES	38.96
45019	3/18/2026	Computer Replacement	AMAZON	OFFICE SUPPLIES	324.60
45019	3/18/2026	Computer Replacement	AMAZON	OFFICE SUPPLIES	132.37
45019	3/18/2026	Computer Replacement	AMAZON	OFFICE SUPPLIES	306.59
45020	3/18/2026	Central Admin	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 02/26	39.00
45020	3/18/2026	PD Operations	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 02/26	39.00
45020	3/18/2026	Fire	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 02/26	117.00
45020	3/18/2026	Engineering	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 02/26	78.00
45020	3/18/2026	Parks	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 02/26	39.00
45020	3/18/2026	Comm & Rec Centers	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 02/26	351.00
45020	3/18/2026	Water Mtnc/Operations	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 02/26	9.75
45020	3/18/2026	Water Quality Control	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 02/26	4.88
45020	3/18/2026	Water Conservation Program	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 02/26	4.88
45020	3/18/2026	Sewer Mtnc/Operations	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 02/26	19.49
45020	3/18/2026	WWT Plant	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 02/26	39.00
45020	3/18/2026	Airport Operations	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 02/26	39.00
45020	3/18/2026	Intermodal Building	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 02/26	78.00
45021	3/18/2026	Dicks Sporting Goods Grant	FENCE FACTORY RENTAL	TEMPORARY FENCE RENTAL	165.20
45022	3/18/2026	Water Mtnc/Operations	PACE SUPPLY CORP	FIRE HYDRANTS	5,572.72

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45023	3/18/2026	Transportation- Dial-A-Ride	FLEXLYNQS, LLC	MICRO TRANSIT FEASIBILITY STUDY	9,185.31
45023	3/18/2026	Transportation - Fixed Route	FLEXLYNQS, LLC	MICRO TRANSIT FEASIBILITY STUDY	9,185.31
45024	3/18/2026	WWT Plant	HOLLOWAY ENVIRONMENT	SLUDGE HAULING & DISPOSAL	14,385.24
45025	3/18/2026	Water Quality Control	DELLAVALLE LABORATORY	SPECIAL SAMPLES	36.00
45025	3/18/2026	Water Quality Control	DELLAVALLE LABORATORY	WEEKLY SAMPLING	576.00
45025	3/18/2026	Water Quality Control	DELLAVALLE LABORATORY	SPECIAL SAMPLES	36.00
45025	3/18/2026	Water Quality Control	DELLAVALLE LABORATORY	MONTHLY SAMPLING	432.00
45025	3/18/2026	Water Quality Control	DELLAVALLE LABORATORY	WEEKLY SAMPLING	608.00
45025	3/18/2026	Water Quality Control	DELLAVALLE LABORATORY	WEEKLY SAMPLING	608.00
45026	3/18/2026	Central Admin	AT&T	02/26 CALNET SERVICE 9391026406	30.26
45026	3/18/2026	Finance	AT&T	02/26 CALNET SERVICE 9391026406	30.27
45026	3/18/2026	Purchasing	AT&T	02/26 CALNET SERVICE 9391026394	24.51
45026	3/18/2026	Purchasing	AT&T	02/26 CALNET SERVICE 9391031564	13.80
45026	3/18/2026	City Attorney	AT&T	02/26 CALNET SERVICE 9391026388	63.23
45026	3/18/2026	PD Operations	AT&T	02/26 CALNET SERVICE 9391026411	98.83
45026	3/18/2026	PD Operations	AT&T	02/26 CALNET SERVICE 9391026414	380.41
45026	3/18/2026	PD Operations	AT&T	02/26 CALNET SERVICE 9391031561	156.45
45026	3/18/2026	PD Operations	AT&T	02/26 CALNET SERVICE 9391031579	286.61
45026	3/18/2026	PD Operations	AT&T	02/26 CALNET SERVICE 9391084616	386.28
45026	3/18/2026	Fire	AT&T	02/26 CALNET SERVICE 9391026402	31.91
45026	3/18/2026	PW - Streets	AT&T	02/26 CALNET SERVICE 9391026394	40.87
45026	3/18/2026	PW - Streets	AT&T	02/26 CALNET SERVICE 9391031564	23.01
45026	3/18/2026	Building	AT&T	02/26 CALNET SERVICE 9391026407	31.91
45026	3/18/2026	Code Enforcement	AT&T	02/26 CALNET SERVICE 9391026413	62.33
45026	3/18/2026	Parks Administration	AT&T	02/26 CALNET SERVICE 9391031580	289.34
45026	3/18/2026	Parks	AT&T	02/26 CALNET SERVICE 9391026412	164.62
45026	3/18/2026	Sr Citizen Community Service	AT&T	02/26 CALNET SERVICE 9391026415	67.53
45026	3/18/2026	Comm & Rec Centers	AT&T	02/26 CALNET SERVICE 9391026391	311.59
45026	3/18/2026	Comm & Rec Centers	AT&T	02/26 CALNET SERVICE 9391026392	63.70
45026	3/18/2026	Comm & Rec Centers	AT&T	02/26 CALNET SERVICE 9391026393	93.90
45026	3/18/2026	Utility Billing/Water	AT&T	02/26 CALNET SERVICE 9391026394	16.37
45026	3/18/2026	Utility Billing/Water	AT&T	02/26 CALNET SERVICE 9391031564	9.21
45026	3/18/2026	Water Mtnc/Operations	AT&T	02/26 CALNET SERVICE 9391026394	36.76
45026	3/18/2026	Water Mtnc/Operations	AT&T	02/26 CALNET SERVICE 9391031564	20.70
45026	3/18/2026	Water Quality Control	AT&T	02/26 CALNET SERVICE 9391026394	16.37
45026	3/18/2026	Water Quality Control	AT&T	02/26 CALNET SERVICE 9391031564	9.20
45026	3/18/2026	Utility Billing/Sewer	AT&T	02/26 CALNET SERVICE 9391026394	8.17
45026	3/18/2026	Utility Billing/Sewer	AT&T	02/26 CALNET SERVICE 9391031564	4.60
45026	3/18/2026	Sewer Mtnc/Operations	AT&T	02/26 CALNET SERVICE 9391026394	28.59
45026	3/18/2026	Sewer Mtnc/Operations	AT&T	02/26 CALNET SERVICE 9391031564	16.10

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45026	3/18/2026	WWT Plant	AT&T	02/26 CALNET SERVICE 9391026394	24.51
45026	3/18/2026	WWT Plant	AT&T	02/26 CALNET SERVICE 9391026410	62.10
45026	3/18/2026	WWT Plant	AT&T	02/26 CALNET SERVICE 9391026417	40.70
45026	3/18/2026	WWT Plant	AT&T	02/26 CALNET SERVICE 9391031564	13.80
45026	3/18/2026	Fleet Maintenance	AT&T	02/26 CALNET SERVICE 9391026394	16.37
45026	3/18/2026	Fleet Maintenance	AT&T	02/26 CALNET SERVICE 9391031564	9.20
45026	3/18/2026	Facilities Maintenance	AT&T	02/26 CALNET SERVICE 9391026394	24.51
45026	3/18/2026	Facilities Maintenance	AT&T	02/26 CALNET SERVICE 9391031564	13.80
45026	3/18/2026	Utility Billing/Garbage	AT&T	02/26 CALNET SERVICE 9391026394	8.17
45026	3/18/2026	Utility Billing/Garbage	AT&T	02/26 CALNET SERVICE 9391031564	4.60
45026	3/18/2026	Solid Waste Disposal	AT&T	02/26 CALNET SERVICE 9391026394	32.67
45026	3/18/2026	Solid Waste Disposal	AT&T	02/26 CALNET SERVICE 9391031564	18.43
45027	3/18/2026	HR/Risk Management	AT&T	02/26 CALNET SERVICE 9391026400	31.83
45027	3/18/2026	Sr Citizen Community Service	AT&T	02/26 CALNET SERVICE 9391026389	31.82
45027	3/18/2026	Sr Citizen Community Service	AT&T	02/26 CALNET SERVICE 9391026395	31.90
45027	3/18/2026	Aquatics Programs	AT&T	02/26 CALNET SERVICE 9391026397	30.25
45027	3/18/2026	WWT Plant	AT&T	02/26 CALNET SERVICE 9391026405	31.83
45028	3/18/2026	City Council	AT&T	02/26 FIRSTNET SERVICE 287302656036	285.18
45028	3/18/2026	City Clerk's Office	AT&T	02/26 FIRSTNET SERVICE 287302656036	90.98
45028	3/18/2026	City Manager	AT&T	02/26 FIRSTNET SERVICE 287302656036	141.82
45028	3/18/2026	Finance	AT&T	02/26 FIRSTNET SERVICE 287302656036	96.03
45028	3/18/2026	Purchasing	AT&T	02/26 FIRSTNET SERVICE 287302656036	45.49
45028	3/18/2026	General/Grant Oversight	AT&T	02/26 FIRSTNET SERVICE 287302656036	96.03
45028	3/18/2026	HR/Risk Management	AT&T	02/26 FIRSTNET SERVICE 287302656036	50.54
45028	3/18/2026	PD Operations	AT&T	02/26 FIRSTNET SERVICE 287302656036	50.54
45028	3/18/2026	PD Operations	AT&T	02/26 FIRSTNET SERVICE 287302965625	6,611.25
45028	3/18/2026	PW - Streets	AT&T	02/26 FIRSTNET SERVICE 287302656036	168.80
45028	3/18/2026	Planning	AT&T	02/26 FIRSTNET SERVICE 287302656036	96.03
45028	3/18/2026	Building	AT&T	02/26 FIRSTNET SERVICE 287302656036	292.31
45028	3/18/2026	Engineering	AT&T	02/26 FIRSTNET SERVICE 287302656036	237.85
45028	3/18/2026	Code Enforcement	AT&T	02/26 FIRSTNET SERVICE 287302656036	45.49
45028	3/18/2026	Parks Administration	AT&T	02/26 FIRSTNET SERVICE 287302656036	91.28
45028	3/18/2026	Parks	AT&T	02/26 FIRSTNET SERVICE 287302656036	96.03
45028	3/18/2026	Landscape Mntc Dist Services	AT&T	02/26 FIRSTNET SERVICE 287302656036	50.54
45028	3/18/2026	Recreation	AT&T	02/26 FIRSTNET SERVICE 287302656036	45.49
45028	3/18/2026	Sr Citizen Community Service	AT&T	02/26 FIRSTNET SERVICE 287302656036	60.49
45028	3/18/2026	Sports Programs	AT&T	02/26 FIRSTNET SERVICE 287302656036	45.49
45028	3/18/2026	Comm & Rec Centers	AT&T	02/26 FIRSTNET SERVICE 287302656036	50.54
45028	3/18/2026	Water Mtnc/Operations	AT&T	02/26 FIRSTNET SERVICE 287302656036	87.44
45028	3/18/2026	Water Quality Control	AT&T	02/26 FIRSTNET SERVICE 287302656036	45.49

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45028	3/18/2026	Sewer Mtnc/Operations	AT&T	02/26 FIRSTNET SERVICE 287302656036	92.49
45028	3/18/2026	WWT Plant	AT&T	02/26 FIRSTNET SERVICE 287302656036	96.03
45028	3/18/2026	Airport Operations	AT&T	02/26 FIRSTNET SERVICE 287302656036	232.50
45028	3/18/2026	Fleet Maintenance	AT&T	02/26 FIRSTNET SERVICE 287302656036	45.49
45028	3/18/2026	Facilities Maintenance	AT&T	02/26 FIRSTNET SERVICE 287302656036	319.03
45028	3/18/2026	Computer Acquisition/Maint.	AT&T	02/26 FIRSTNET SERVICE 287302656036	770.08
45029	3/18/2026	Sewer Capital Outlay	AECOM TECHNICAL SERVICES	SS-06 ONCALL FAIRGROUND LIFT STATION MODIFICATION	5,047.50
45030	3/18/2026	Water Capital Outlay	AM CONSULTING ENGINE	ON-CALL W-03 & W-04 WATER MAIN UPGRADES	6,420.00
45030	3/18/2026	Water Capital Outlay	AM CONSULTING ENGINE	ON-CALL W-03 & W-04 WATER MAIN UPGRADES	1,860.00
45031	3/18/2026	Sewer Capital Outlay	BSK ASSOCIATES	WWTP24-01 TESTING LAB	5,017.75
45032	3/18/2026	PW - Streets	R & R INDUSTRIES	ANSI1 SWEATSHIRT	150.77
45032	3/18/2026	PW - Streets	R & R INDUSTRIES	ANSI3 SWEATSHIRT	171.79
45032	3/18/2026	Parks	R & R INDUSTRIES	CLS3 T-SHIRT	1,821.35
45032	3/18/2026	Parks	R & R INDUSTRIES	ANSI1 SWEATSHIRT	301.53
45032	3/18/2026	Parks	R & R INDUSTRIES	ANSI3 SWEATSHIRT	343.58
45032	3/18/2026	Water Mtnc/Operations	R & R INDUSTRIES	ANSI1 SWEATSHIRT	150.76
45032	3/18/2026	Water Mtnc/Operations	R & R INDUSTRIES	ANSI3 SWEATSHIRT	171.79
45033	3/18/2026	PD Operations	CALIFORNIA DEPARTMENT	MISCELLANEOUS SERVICES	916.00
45034	3/18/2026	Engineering	DIAMOND COMMUNICATION	ADD/DELETE USER	30.00
45034	3/18/2026	Engineering	DIAMOND COMMUNICATION	ALARM SERVICES - ENG	180.00
45034	3/18/2026	Engineering	DIAMOND COMMUNICATION	ALARM SERVICES - ENG	180.00
45034	3/18/2026	Comm & Rec Centers	DIAMOND COMMUNICATION	ANNUAL FIRE ALARM INSPECTION - JWYC	984.50
45034	3/18/2026	Intermodal Building	DIAMOND COMMUNICATION	FIRE ALARM MONITORING - TRANSIT	80.00
45035	3/18/2026	Engineering	FEDERAL EXPRESS	EXPRESS SHIPPING	59.06
45036	3/18/2026	Building	FIRE SAFETY SOLUTION	REVIEW & INSPECTION SVS 03/01/26-03/15/26	8,820.00
45037	3/18/2026	Supplemental Law Enforcement	MADERA ANIMAL HOSPITAL	VETERINARY SERVICES	344.72
45037	3/18/2026	Supplemental Law Enforcement	MADERA ANIMAL HOSPITAL	VETERINARY SERVICES	270.95
45037	3/18/2026	Supplemental Law Enforcement	MADERA ANIMAL HOSPITAL	VETERINARY SERVICES	196.55
45037	3/18/2026	Supplemental Law Enforcement	MADERA ANIMAL HOSPITAL	VETERINARY SERVICES	167.50
45037	3/18/2026	Supplemental Law Enforcement	MADERA ANIMAL HOSPITAL	VETERINARY SERVICES	110.00
45038	3/18/2026	Animal Control	MADERA COUNTY	ANIMAL SERVICES - 01/26-06/26	95,721.00
45039	3/18/2026	Permanent Local Housing Alloca	MADERA RESCUE MISSION	PLHA INVOICE 02/26	8,204.79
45040	3/18/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	02/26 SERVICE 1598348280-1	98.98
45040	3/18/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	02/26 SERVICE	2,805.00
45040	3/18/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	02/26 SERVICE 5225647713-5	14.78
45041	3/18/2026	Purchasing	PITNEY BOWES, INC.	POSTAGE FEES	33.33
45041	3/18/2026	PW - Streets	PITNEY BOWES, INC.	POSTAGE FEES	33.33
45041	3/18/2026	Water Mtnc/Operations	PITNEY BOWES, INC.	POSTAGE FEES	33.33
45041	3/18/2026	Water Quality Control	PITNEY BOWES, INC.	POSTAGE FEES	33.36
45041	3/18/2026	Sewer Mtnc/Operations	PITNEY BOWES, INC.	POSTAGE FEES	33.33

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45041	3/18/2026	WWT Plant	PITNEY BOWES, INC.	POSTAGE FEES	33.33
45041	3/18/2026	Airport Operations	PITNEY BOWES, INC.	POSTAGE FEES	33.33
45041	3/18/2026	Fleet Maintenance	PITNEY BOWES, INC.	POSTAGE FEES	33.33
45041	3/18/2026	Facilities Maintenance	PITNEY BOWES, INC.	POSTAGE FEES	33.33
45042	3/18/2026	Planning	PROVOST & PRITCHARD	PROFESSIONAL ENGINEERING SVS	176.10
45042	3/18/2026	Sewer Capital Outlay	PROVOST & PRITCHARD	PROFESSIONAL ENGINEERING SVS	1,296.70
45042	3/18/2026	Sewer Capital Outlay	PROVOST & PRITCHARD	PROFESSIONAL ENGINEERING SVS	496.38
45043	3/18/2026	WWT Plant	RAIN FOR RENT	EQUIPMENT RENTAL	2,370.69
45044	3/18/2026	Water Capital Outlay	STEVE DOVALI CONSTRUCTION	W-GW-001 MUNICIPAL WATER WELL 37	75,561.38
45045	3/18/2026	Intermodal Building	TECH. MASTER PEST	SQUIRREL CONTROL - TRANSIT	150.00
45046	3/18/2026	Special Legislative Grant	TOSTED ASPHALT, INC.	LTC TRAIL IMPROVEMENTS	133,208.11
45047	3/18/2026	Water Fund	ESPINOZA RINA	UB TERM REFUND 9926436	252.27
45048	3/18/2026	Water Fund	LOPEZ FELICITOS	UB TERM REFUND 9924889	281.44
45049	3/18/2026	Water Fund	PURL TIFFANY	UB 9926376 301 FAIRVIEW	1,500.00
45050	3/18/2026	Water Fund	SANTILLAN MAURICIO	UB TERM REFUND 9918827	125.06
45051	3/18/2026	Water Fund	TURNER CARL W	UB TERM REFUND 7858002	564.71
45052	3/25/2026	PD Operations	VASQUEZ, RYAN	TUITION REIMBURSEMENT	459.00
45053	3/25/2026	PD Operations	LAW & ASSOCIATES	EMPLOYMENT BACKGROUND	800.00
45053	3/25/2026	PD Operations	LAW & ASSOCIATES	EMPLOYMENT BACKGROUND	1,000.00
45054	3/25/2026	WWT Plant	ANDERSON PUMP COMPANY	SERVICE WWTP WELL #1	42,335.32
45055	3/25/2026	PD Operations	CINTAS CORPORATION	MEDICAL SUPPLIES	278.41
45056	3/25/2026	PD Operations	VIDEGAIN, ALICIA	TUITION REIMBURSEMENT	1,377.00
45057	3/25/2026	Central Admin	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 02/26	112.00
45057	3/25/2026	PD Operations	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 02/26	118.00
45057	3/25/2026	PW - Streets	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 02/26	941.25
45057	3/25/2026	Engineering	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 02/26	82.00
45057	3/25/2026	Parks	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 02/26	514.56
45057	3/25/2026	Landscape Mntc Dist Services	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 02/26	76.48
45057	3/25/2026	Comm & Rec Centers	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 02/26	439.50
45057	3/25/2026	Utility Billing/Water	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 02/26	36.00
45057	3/25/2026	Water Mtnc/Operations	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 02/26	559.86
45057	3/25/2026	Water Quality Control	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 02/26	166.60
45057	3/25/2026	Sewer Mtnc/Operations	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 02/26	307.93
45057	3/25/2026	WWT Plant	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 02/26	681.24
45057	3/25/2026	Fleet Maintenance	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 02/26	445.44
45057	3/25/2026	Facilities Maintenance	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 02/26	687.80
45057	3/25/2026	Computer Acquisition/Maint.	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 02/26	14.00
45057	3/25/2026	Street Cleaning	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 02/26	41.80
45058	3/25/2026	Planning	MICHAEL BAKER INTERNATIONAL	CONSULTING SERVICES - HOUSING ELEMENT	3.78
45058	3/25/2026	Planning	MICHAEL BAKER INTERNATIONAL	CONSULTING SERVICES - HOUSING ELEMENT	2,846.22

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45059	3/25/2026	RSTP - Fed Exchange	TERRA WEST CONSTRUCT	R-10 OLIVE AND KNOX WIDENING AND IMPROVEMENTS	43,790.60
45060	3/25/2026	Dicks Sporting Goods Grant	FENCE FACTORY RENTAL	TEMPORARY FENCE RENTAL	65.00
45061	3/25/2026	WWT Plant	MOUNTAIN VALLEY	CONSULTING SERVICES - WWTP	15,160.00
45062	3/25/2026	Fleet Acquisition	MULTIQUIP INC	4" STORM/TRASH PUMP	14,688.01
45063	3/25/2026	Water Quality Control	DELLAVALLE LABORATOR	WEEKLY SAMPLING	608.00
45063	3/25/2026	Water Quality Control	DELLAVALLE LABORATOR	WEEKLY SAMPLING	608.00
45063	3/25/2026	Water Quality Control	DELLAVALLE LABORATOR	WEEKLY SAMPLING	608.00
45063	3/25/2026	Water Quality Control	DELLAVALLE LABORATOR	WEEKLY SAMPLING	608.00
45063	3/25/2026	Water Quality Control	DELLAVALLE LABORATOR	WEEKLY SAMPLING	608.00
45063	3/25/2026	Water Quality Control	DELLAVALLE LABORATOR	WEEKLY SAMPLING	608.00
45064	3/25/2026	City Clerk's Office	AT&T	01/26 CALNET SERVICE 9391026390	9.97
45064	3/25/2026	City Clerk's Office	AT&T	02/26 CALNET SERVICE 9391026390	9.97
45064	3/25/2026	City Clerk's Office	AT&T	08/25 CALNET SERVICE 9391026390	9.91
45064	3/25/2026	City Clerk's Office	AT&T	09/25 CALNET SERVICE 9391026390	9.92
45064	3/25/2026	City Clerk's Office	AT&T	10/25 CALNET SERVICE 9391026390	9.90
45064	3/25/2026	City Clerk's Office	AT&T	11/25 CALNET SERVICE 9391026390	9.90
45064	3/25/2026	City Clerk's Office	AT&T	12/25 CALNET SERVICE 9391026390	9.90
45064	3/25/2026	City Clerk's Office	AT&T	07/25 CALNET SERVICE 9391026390	9.92
45064	3/25/2026	City Clerk's Office	AT&T	01/26 CALNET SERVICE 9391031559	4.69
45064	3/25/2026	City Clerk's Office	AT&T	02/26 CALNET SERVICE 9391031559	4.69
45064	3/25/2026	City Clerk's Office	AT&T	07/25 CALNET SERVICE 9391031559	4.66
45064	3/25/2026	City Clerk's Office	AT&T	08/25 CALNET SERVICE 9391031559	4.66
45064	3/25/2026	City Clerk's Office	AT&T	01/26 CALNET SERVICE 9391031577	8.62
45064	3/25/2026	City Clerk's Office	AT&T	02/26 CALNET SERVICE 9391031577	8.59
45064	3/25/2026	City Clerk's Office	AT&T	07/25 CALNET SERVICE 9391031577	8.53
45064	3/25/2026	City Clerk's Office	AT&T	08/25 CALNET SERVICE 9391031577	8.46
45064	3/25/2026	City Clerk's Office	AT&T	09/25 CALNET SERVICE 9391031577	8.50
45064	3/25/2026	City Clerk's Office	AT&T	10/25 CALNET SERVICE 9391031577	8.50
45064	3/25/2026	City Clerk's Office	AT&T	11/25 CALNET SERVICE 9391031577	8.73
45064	3/25/2026	City Clerk's Office	AT&T	12/25 CALNET SERVICE 9391031577	8.59
45064	3/25/2026	City Manager	AT&T	01/26 CALNET SERVICE 9391026390	9.97
45064	3/25/2026	City Manager	AT&T	02/26 CALNET SERVICE 9391026390	9.97
45064	3/25/2026	City Manager	AT&T	08/25 CALNET SERVICE 9391026390	9.91
45064	3/25/2026	City Manager	AT&T	09/25 CALNET SERVICE 9391026390	9.92
45064	3/25/2026	City Manager	AT&T	10/25 CALNET SERVICE 9391026390	9.90
45064	3/25/2026	City Manager	AT&T	11/25 CALNET SERVICE 9391026390	9.90
45064	3/25/2026	City Manager	AT&T	12/25 CALNET SERVICE 9391026390	9.90
45064	3/25/2026	City Manager	AT&T	07/25 CALNET SERVICE 9391026390	9.92
45064	3/25/2026	City Manager	AT&T	01/26 CALNET SERVICE 9391031559	9.39
45064	3/25/2026	City Manager	AT&T	02/26 CALNET SERVICE 9391031559	9.39

CITY OF MADERA

REGISTER OF AUDITED DEMANDS FOR BANK #1 - US BANK GENERAL ACCOUNT

April 15, 2026

CHECK	PAY DATE	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
45064	3/25/2026	City Manager	AT&T	07/25 CALNET SERVICE 9391031559	9.32
45064	3/25/2026	City Manager	AT&T	08/25 CALNET SERVICE 9391031559	9.32
45064	3/25/2026	City Manager	AT&T	01/26 CALNET SERVICE 9391031577	8.62
45064	3/25/2026	City Manager	AT&T	02/26 CALNET SERVICE 9391031577	8.59
45064	3/25/2026	City Manager	AT&T	07/25 CALNET SERVICE 9391031577	8.53
45064	3/25/2026	City Manager	AT&T	08/25 CALNET SERVICE 9391031577	8.46
45064	3/25/2026	City Manager	AT&T	09/25 CALNET SERVICE 9391031577	8.50
45064	3/25/2026	City Manager	AT&T	10/25 CALNET SERVICE 9391031577	8.50
45064	3/25/2026	City Manager	AT&T	11/25 CALNET SERVICE 9391031577	8.73
45064	3/25/2026	City Manager	AT&T	12/25 CALNET SERVICE 9391031577	8.59
45064	3/25/2026	Finance	AT&T	01/26 CALNET SERVICE 9391026390	54.95
45064	3/25/2026	Finance	AT&T	02/26 CALNET SERVICE 9391026390	54.94
45064	3/25/2026	Finance	AT&T	08/25 CALNET SERVICE 9391026390	54.63
45064	3/25/2026	Finance	AT&T	09/25 CALNET SERVICE 9391026390	54.66
45064	3/25/2026	Finance	AT&T	10/25 CALNET SERVICE 9391026390	54.58
45064	3/25/2026	Finance	AT&T	11/25 CALNET SERVICE 9391026390	54.57
45064	3/25/2026	Finance	AT&T	12/25 CALNET SERVICE 9391026390	54.57
45064	3/25/2026	Finance	AT&T	07/25 CALNET SERVICE 9391026390	54.67
45064	3/25/2026	Finance	AT&T	01/26 CALNET SERVICE 9391031559	23.47
45064	3/25/2026	Finance	AT&T	02/26 CALNET SERVICE 9391031559	23.47
45064	3/25/2026	Finance	AT&T	07/25 CALNET SERVICE 9391031559	23.31
45064	3/25/2026	Finance	AT&T	08/25 CALNET SERVICE 9391031559	23.31
45064	3/25/2026	Finance	AT&T	01/26 CALNET SERVICE 9391031577	47.51
45064	3/25/2026	Finance	AT&T	02/26 CALNET SERVICE 9391031577	47.32
45064	3/25/2026	Finance	AT&T	07/25 CALNET SERVICE 9391031577	47.03
45064	3/25/2026	Finance	AT&T	08/25 CALNET SERVICE 9391031577	46.60
45064	3/25/2026	Finance	AT&T	09/25 CALNET SERVICE 9391031577	46.86
45064	3/25/2026	Finance	AT&T	10/25 CALNET SERVICE 9391031577	46.86
45064	3/25/2026	Finance	AT&T	11/25 CALNET SERVICE 9391031577	48.12
45064	3/25/2026	Finance	AT&T	12/25 CALNET SERVICE 9391031577	47.36
45064	3/25/2026	General/Grant Oversight	AT&T	01/26 CALNET SERVICE 9391026390	19.98
45064	3/25/2026	General/Grant Oversight	AT&T	02/26 CALNET SERVICE 9391026390	19.98
45064	3/25/2026	General/Grant Oversight	AT&T	08/25 CALNET SERVICE 9391026390	19.86
45064	3/25/2026	General/Grant Oversight	AT&T	09/25 CALNET SERVICE 9391026390	19.87
45064	3/25/2026	General/Grant Oversight	AT&T	10/25 CALNET SERVICE 9391026390	19.84
45064	3/25/2026	General/Grant Oversight	AT&T	11/25 CALNET SERVICE 9391026390	19.84
45064	3/25/2026	General/Grant Oversight	AT&T	12/25 CALNET SERVICE 9391026390	19.84
45064	3/25/2026	General/Grant Oversight	AT&T	07/25 CALNET SERVICE 9391026390	19.88
45064	3/25/2026	General/Grant Oversight	AT&T	01/26 CALNET SERVICE 9391031559	11.73
45064	3/25/2026	General/Grant Oversight	AT&T	02/26 CALNET SERVICE 9391031559	11.73

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CHECK	PAY DATE	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
45064	3/25/2026	General/Grant Oversight	AT&T	07/25 CALNET SERVICE 9391031559	11.66
45064	3/25/2026	General/Grant Oversight	AT&T	08/25 CALNET SERVICE 9391031559	11.66
45064	3/25/2026	General/Grant Oversight	AT&T	01/26 CALNET SERVICE 9391031577	17.27
45064	3/25/2026	General/Grant Oversight	AT&T	02/26 CALNET SERVICE 9391031577	17.20
45064	3/25/2026	General/Grant Oversight	AT&T	07/25 CALNET SERVICE 9391031577	17.10
45064	3/25/2026	General/Grant Oversight	AT&T	08/25 CALNET SERVICE 9391031577	16.94
45064	3/25/2026	General/Grant Oversight	AT&T	09/25 CALNET SERVICE 9391031577	17.04
45064	3/25/2026	General/Grant Oversight	AT&T	10/25 CALNET SERVICE 9391031577	17.04
45064	3/25/2026	General/Grant Oversight	AT&T	11/25 CALNET SERVICE 9391031577	17.50
45064	3/25/2026	General/Grant Oversight	AT&T	12/25 CALNET SERVICE 9391031577	17.22
45064	3/25/2026	City Attorney	AT&T	01/26 CALNET SERVICE 9391026390	9.97
45064	3/25/2026	City Attorney	AT&T	02/26 CALNET SERVICE 9391026390	9.97
45064	3/25/2026	City Attorney	AT&T	08/25 CALNET SERVICE 9391026390	9.91
45064	3/25/2026	City Attorney	AT&T	09/25 CALNET SERVICE 9391026390	9.92
45064	3/25/2026	City Attorney	AT&T	10/25 CALNET SERVICE 9391026390	9.90
45064	3/25/2026	City Attorney	AT&T	11/25 CALNET SERVICE 9391026390	9.90
45064	3/25/2026	City Attorney	AT&T	12/25 CALNET SERVICE 9391026390	9.90
45064	3/25/2026	City Attorney	AT&T	07/25 CALNET SERVICE 9391026390	9.92
45064	3/25/2026	City Attorney	AT&T	01/26 CALNET SERVICE 9391031559	7.04
45064	3/25/2026	City Attorney	AT&T	02/26 CALNET SERVICE 9391031559	7.04
45064	3/25/2026	City Attorney	AT&T	07/25 CALNET SERVICE 9391031559	6.99
45064	3/25/2026	City Attorney	AT&T	08/25 CALNET SERVICE 9391031559	6.99
45064	3/25/2026	City Attorney	AT&T	01/26 CALNET SERVICE 9391031577	8.62
45064	3/25/2026	City Attorney	AT&T	02/26 CALNET SERVICE 9391031577	8.59
45064	3/25/2026	City Attorney	AT&T	07/25 CALNET SERVICE 9391031577	8.53
45064	3/25/2026	City Attorney	AT&T	08/25 CALNET SERVICE 9391031577	8.46
45064	3/25/2026	City Attorney	AT&T	09/25 CALNET SERVICE 9391031577	8.50
45064	3/25/2026	City Attorney	AT&T	10/25 CALNET SERVICE 9391031577	8.50
45064	3/25/2026	City Attorney	AT&T	11/25 CALNET SERVICE 9391031577	8.73
45064	3/25/2026	City Attorney	AT&T	12/25 CALNET SERVICE 9391031577	8.59
45064	3/25/2026	HR/Risk Management	AT&T	01/26 CALNET SERVICE 9391026390	14.96
45064	3/25/2026	HR/Risk Management	AT&T	02/26 CALNET SERVICE 9391026390	14.96
45064	3/25/2026	HR/Risk Management	AT&T	08/25 CALNET SERVICE 9391026390	14.87
45064	3/25/2026	HR/Risk Management	AT&T	09/25 CALNET SERVICE 9391026390	14.88
45064	3/25/2026	HR/Risk Management	AT&T	10/25 CALNET SERVICE 9391026390	14.86
45064	3/25/2026	HR/Risk Management	AT&T	11/25 CALNET SERVICE 9391026390	14.86
45064	3/25/2026	HR/Risk Management	AT&T	12/25 CALNET SERVICE 9391026390	14.86
45064	3/25/2026	HR/Risk Management	AT&T	07/25 CALNET SERVICE 9391026390	14.88
45064	3/25/2026	HR/Risk Management	AT&T	01/26 CALNET SERVICE 9391031559	7.04
45064	3/25/2026	HR/Risk Management	AT&T	02/26 CALNET SERVICE 9391031559	7.04

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CHECK	PAY DATE	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
45064	3/25/2026	HR/Risk Management	AT&T	07/25 CALNET SERVICE 9391031559	6.99
45064	3/25/2026	HR/Risk Management	AT&T	08/25 CALNET SERVICE 9391031559	6.99
45064	3/25/2026	HR/Risk Management	AT&T	01/26 CALNET SERVICE 9391031577	12.93
45064	3/25/2026	HR/Risk Management	AT&T	02/26 CALNET SERVICE 9391031577	12.88
45064	3/25/2026	HR/Risk Management	AT&T	07/25 CALNET SERVICE 9391031577	12.80
45064	3/25/2026	HR/Risk Management	AT&T	08/25 CALNET SERVICE 9391031577	12.68
45064	3/25/2026	HR/Risk Management	AT&T	09/25 CALNET SERVICE 9391031577	12.76
45064	3/25/2026	HR/Risk Management	AT&T	10/25 CALNET SERVICE 9391031577	12.76
45064	3/25/2026	HR/Risk Management	AT&T	11/25 CALNET SERVICE 9391031577	13.10
45064	3/25/2026	HR/Risk Management	AT&T	12/25 CALNET SERVICE 9391031577	12.89
45064	3/25/2026	Planning	AT&T	01/26 CALNET SERVICE 9391026390	24.96
45064	3/25/2026	Planning	AT&T	02/26 CALNET SERVICE 9391026390	24.96
45064	3/25/2026	Planning	AT&T	08/25 CALNET SERVICE 9391026390	24.82
45064	3/25/2026	Planning	AT&T	09/25 CALNET SERVICE 9391026390	24.83
45064	3/25/2026	Planning	AT&T	10/25 CALNET SERVICE 9391026390	24.79
45064	3/25/2026	Planning	AT&T	11/25 CALNET SERVICE 9391026390	24.79
45064	3/25/2026	Planning	AT&T	12/25 CALNET SERVICE 9391026390	24.79
45064	3/25/2026	Planning	AT&T	07/25 CALNET SERVICE 9391026390	24.84
45064	3/25/2026	Planning	AT&T	01/26 CALNET SERVICE 9391031559	11.73
45064	3/25/2026	Planning	AT&T	02/26 CALNET SERVICE 9391031559	11.73
45064	3/25/2026	Planning	AT&T	07/25 CALNET SERVICE 9391031559	11.66
45064	3/25/2026	Planning	AT&T	08/25 CALNET SERVICE 9391031559	11.66
45064	3/25/2026	Planning	AT&T	01/26 CALNET SERVICE 9391031577	21.58
45064	3/25/2026	Planning	AT&T	02/26 CALNET SERVICE 9391031577	21.50
45064	3/25/2026	Planning	AT&T	07/25 CALNET SERVICE 9391031577	21.37
45064	3/25/2026	Planning	AT&T	08/25 CALNET SERVICE 9391031577	21.17
45064	3/25/2026	Planning	AT&T	09/25 CALNET SERVICE 9391031577	21.29
45064	3/25/2026	Planning	AT&T	10/25 CALNET SERVICE 9391031577	21.29
45064	3/25/2026	Planning	AT&T	11/25 CALNET SERVICE 9391031577	21.86
45064	3/25/2026	Planning	AT&T	12/25 CALNET SERVICE 9391031577	21.52
45064	3/25/2026	Building	AT&T	01/26 CALNET SERVICE 9391026390	34.97
45064	3/25/2026	Building	AT&T	02/26 CALNET SERVICE 9391026390	34.97
45064	3/25/2026	Building	AT&T	08/25 CALNET SERVICE 9391026390	34.77
45064	3/25/2026	Building	AT&T	09/25 CALNET SERVICE 9391026390	34.79
45064	3/25/2026	Building	AT&T	10/25 CALNET SERVICE 9391026390	34.73
45064	3/25/2026	Building	AT&T	11/25 CALNET SERVICE 9391026390	34.73
45064	3/25/2026	Building	AT&T	12/25 CALNET SERVICE 9391026390	34.73
45064	3/25/2026	Building	AT&T	07/25 CALNET SERVICE 9391026390	34.79
45064	3/25/2026	Building	AT&T	01/26 CALNET SERVICE 9391031559	18.77
45064	3/25/2026	Building	AT&T	02/26 CALNET SERVICE 9391031559	18.77

CITY OF MADERA
REGISTER OF AUDITED DEMANDS FOR BANK #1 - US BANK GENERAL ACCOUNT
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CHECK	PAY DATE	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
45064	3/25/2026	Building	AT&T	07/25 CALNET SERVICE 9391031559	18.65
45064	3/25/2026	Building	AT&T	08/25 CALNET SERVICE 9391031559	18.65
45064	3/25/2026	Building	AT&T	01/26 CALNET SERVICE 9391031577	30.24
45064	3/25/2026	Building	AT&T	02/26 CALNET SERVICE 9391031577	30.11
45064	3/25/2026	Building	AT&T	07/25 CALNET SERVICE 9391031577	29.93
45064	3/25/2026	Building	AT&T	08/25 CALNET SERVICE 9391031577	29.66
45064	3/25/2026	Building	AT&T	09/25 CALNET SERVICE 9391031577	29.82
45064	3/25/2026	Building	AT&T	10/25 CALNET SERVICE 9391031577	29.82
45064	3/25/2026	Building	AT&T	11/25 CALNET SERVICE 9391031577	30.63
45064	3/25/2026	Building	AT&T	12/25 CALNET SERVICE 9391031577	30.14
45064	3/25/2026	Engineering	AT&T	01/26 CALNET SERVICE 9391026390	69.94
45064	3/25/2026	Engineering	AT&T	02/26 CALNET SERVICE 9391026390	69.93
45064	3/25/2026	Engineering	AT&T	08/25 CALNET SERVICE 9391026390	69.54
45064	3/25/2026	Engineering	AT&T	09/25 CALNET SERVICE 9391026390	69.58
45064	3/25/2026	Engineering	AT&T	10/25 CALNET SERVICE 9391026390	69.47
45064	3/25/2026	Engineering	AT&T	11/25 CALNET SERVICE 9391026390	69.46
45064	3/25/2026	Engineering	AT&T	12/25 CALNET SERVICE 9391026390	69.46
45064	3/25/2026	Engineering	AT&T	07/25 CALNET SERVICE 9391026390	69.58
45064	3/25/2026	Engineering	AT&T	01/26 CALNET SERVICE 9391031559	35.20
45064	3/25/2026	Engineering	AT&T	02/26 CALNET SERVICE 9391031559	35.20
45064	3/25/2026	Engineering	AT&T	07/25 CALNET SERVICE 9391031559	34.97
45064	3/25/2026	Engineering	AT&T	08/25 CALNET SERVICE 9391031559	34.97
45064	3/25/2026	Engineering	AT&T	01/26 CALNET SERVICE 9391031577	60.47
45064	3/25/2026	Engineering	AT&T	02/26 CALNET SERVICE 9391031577	60.23
45064	3/25/2026	Engineering	AT&T	07/25 CALNET SERVICE 9391031577	59.86
45064	3/25/2026	Engineering	AT&T	08/25 CALNET SERVICE 9391031577	59.31
45064	3/25/2026	Engineering	AT&T	09/25 CALNET SERVICE 9391031577	59.65
45064	3/25/2026	Engineering	AT&T	10/25 CALNET SERVICE 9391031577	59.65
45064	3/25/2026	Engineering	AT&T	11/25 CALNET SERVICE 9391031577	61.25
45064	3/25/2026	Engineering	AT&T	12/25 CALNET SERVICE 9391031577	60.28
45064	3/25/2026	Utility Billing/Water	AT&T	01/26 CALNET SERVICE 9391026390	32.53
45064	3/25/2026	Utility Billing/Water	AT&T	02/26 CALNET SERVICE 9391026390	32.52
45064	3/25/2026	Utility Billing/Water	AT&T	08/25 CALNET SERVICE 9391026390	32.34
45064	3/25/2026	Utility Billing/Water	AT&T	09/25 CALNET SERVICE 9391026390	32.36
45064	3/25/2026	Utility Billing/Water	AT&T	10/25 CALNET SERVICE 9391026390	32.31
45064	3/25/2026	Utility Billing/Water	AT&T	11/25 CALNET SERVICE 9391026390	32.30
45064	3/25/2026	Utility Billing/Water	AT&T	12/25 CALNET SERVICE 9391026390	32.30
45064	3/25/2026	Utility Billing/Water	AT&T	07/25 CALNET SERVICE 9391026390	32.36
45064	3/25/2026	Utility Billing/Water	AT&T	01/26 CALNET SERVICE 9391031559	12.52
45064	3/25/2026	Utility Billing/Water	AT&T	02/26 CALNET SERVICE 9391031559	12.52

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CHECK	PAY DATE	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
45064	3/25/2026	Utility Billing/Water	AT&T	07/25 CALNET SERVICE 9391031559	12.43
45064	3/25/2026	Utility Billing/Water	AT&T	08/25 CALNET SERVICE 9391031559	12.43
45064	3/25/2026	Utility Billing/Water	AT&T	01/26 CALNET SERVICE 9391031577	28.12
45064	3/25/2026	Utility Billing/Water	AT&T	02/26 CALNET SERVICE 9391031577	28.01
45064	3/25/2026	Utility Billing/Water	AT&T	07/25 CALNET SERVICE 9391031577	27.84
45064	3/25/2026	Utility Billing/Water	AT&T	08/25 CALNET SERVICE 9391031577	27.58
45064	3/25/2026	Utility Billing/Water	AT&T	09/25 CALNET SERVICE 9391031577	27.74
45064	3/25/2026	Utility Billing/Water	AT&T	10/25 CALNET SERVICE 9391031577	27.74
45064	3/25/2026	Utility Billing/Water	AT&T	11/25 CALNET SERVICE 9391031577	28.49
45064	3/25/2026	Utility Billing/Water	AT&T	12/25 CALNET SERVICE 9391031577	28.03
45064	3/25/2026	Utility Billing/Sewer	AT&T	01/26 CALNET SERVICE 9391026390	16.23
45064	3/25/2026	Utility Billing/Sewer	AT&T	02/26 CALNET SERVICE 9391026390	16.23
45064	3/25/2026	Utility Billing/Sewer	AT&T	08/25 CALNET SERVICE 9391026390	16.14
45064	3/25/2026	Utility Billing/Sewer	AT&T	09/25 CALNET SERVICE 9391026390	16.15
45064	3/25/2026	Utility Billing/Sewer	AT&T	10/25 CALNET SERVICE 9391026390	16.12
45064	3/25/2026	Utility Billing/Sewer	AT&T	11/25 CALNET SERVICE 9391026390	16.12
45064	3/25/2026	Utility Billing/Sewer	AT&T	12/25 CALNET SERVICE 9391026390	16.12
45064	3/25/2026	Utility Billing/Sewer	AT&T	07/25 CALNET SERVICE 9391026390	16.15
45064	3/25/2026	Utility Billing/Sewer	AT&T	01/26 CALNET SERVICE 9391031559	6.26
45064	3/25/2026	Utility Billing/Sewer	AT&T	02/26 CALNET SERVICE 9391031559	6.26
45064	3/25/2026	Utility Billing/Sewer	AT&T	07/25 CALNET SERVICE 9391031559	6.22
45064	3/25/2026	Utility Billing/Sewer	AT&T	08/25 CALNET SERVICE 9391031559	6.22
45064	3/25/2026	Utility Billing/Sewer	AT&T	01/26 CALNET SERVICE 9391031577	14.03
45064	3/25/2026	Utility Billing/Sewer	AT&T	02/26 CALNET SERVICE 9391031577	13.98
45064	3/25/2026	Utility Billing/Sewer	AT&T	07/25 CALNET SERVICE 9391031577	13.89
45064	3/25/2026	Utility Billing/Sewer	AT&T	08/25 CALNET SERVICE 9391031577	13.76
45064	3/25/2026	Utility Billing/Sewer	AT&T	09/25 CALNET SERVICE 9391031577	13.84
45064	3/25/2026	Utility Billing/Sewer	AT&T	10/25 CALNET SERVICE 9391031577	13.84
45064	3/25/2026	Utility Billing/Sewer	AT&T	11/25 CALNET SERVICE 9391031577	14.21
45064	3/25/2026	Utility Billing/Sewer	AT&T	12/25 CALNET SERVICE 9391031577	13.99
45064	3/25/2026	Computer Acquisition/Maint.	AT&T	01/26 CALNET SERVICE 9391026390	19.98
45064	3/25/2026	Computer Acquisition/Maint.	AT&T	02/26 CALNET SERVICE 9391026390	19.98
45064	3/25/2026	Computer Acquisition/Maint.	AT&T	08/25 CALNET SERVICE 9391026390	19.86
45064	3/25/2026	Computer Acquisition/Maint.	AT&T	09/25 CALNET SERVICE 9391026390	19.87
45064	3/25/2026	Computer Acquisition/Maint.	AT&T	10/25 CALNET SERVICE 9391026390	19.84
45064	3/25/2026	Computer Acquisition/Maint.	AT&T	11/25 CALNET SERVICE 9391026390	19.84
45064	3/25/2026	Computer Acquisition/Maint.	AT&T	12/25 CALNET SERVICE 9391026390	19.84
45064	3/25/2026	Computer Acquisition/Maint.	AT&T	07/25 CALNET SERVICE 9391026390	19.88
45064	3/25/2026	Computer Acquisition/Maint.	AT&T	01/26 CALNET SERVICE 9391031559	2.35
45064	3/25/2026	Computer Acquisition/Maint.	AT&T	02/26 CALNET SERVICE 9391031559	2.35

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45064	3/25/2026	Computer Acquisition/Maint.	AT&T	07/25 CALNET SERVICE 9391031559	2.33
45064	3/25/2026	Computer Acquisition/Maint.	AT&T	08/25 CALNET SERVICE 9391031559	2.33
45064	3/25/2026	Computer Acquisition/Maint.	AT&T	01/26 CALNET SERVICE 9391031577	17.27
45064	3/25/2026	Computer Acquisition/Maint.	AT&T	02/26 CALNET SERVICE 9391031577	17.20
45064	3/25/2026	Computer Acquisition/Maint.	AT&T	07/25 CALNET SERVICE 9391031577	17.10
45064	3/25/2026	Computer Acquisition/Maint.	AT&T	08/25 CALNET SERVICE 9391031577	16.94
45064	3/25/2026	Computer Acquisition/Maint.	AT&T	09/25 CALNET SERVICE 9391031577	17.04
45064	3/25/2026	Computer Acquisition/Maint.	AT&T	10/25 CALNET SERVICE 9391031577	17.04
45064	3/25/2026	Computer Acquisition/Maint.	AT&T	11/25 CALNET SERVICE 9391031577	17.50
45064	3/25/2026	Computer Acquisition/Maint.	AT&T	12/25 CALNET SERVICE 9391031577	17.22
45064	3/25/2026	Utility Billing/Garbage	AT&T	01/26 CALNET SERVICE 9391026390	16.24
45064	3/25/2026	Utility Billing/Garbage	AT&T	02/26 CALNET SERVICE 9391026390	16.22
45064	3/25/2026	Utility Billing/Garbage	AT&T	08/25 CALNET SERVICE 9391026390	16.15
45064	3/25/2026	Utility Billing/Garbage	AT&T	09/25 CALNET SERVICE 9391026390	16.15
45064	3/25/2026	Utility Billing/Garbage	AT&T	10/25 CALNET SERVICE 9391026390	16.13
45064	3/25/2026	Utility Billing/Garbage	AT&T	11/25 CALNET SERVICE 9391026390	16.13
45064	3/25/2026	Utility Billing/Garbage	AT&T	12/25 CALNET SERVICE 9391026390	16.13
45064	3/25/2026	Utility Billing/Garbage	AT&T	07/25 CALNET SERVICE 9391026390	16.13
45064	3/25/2026	Utility Billing/Garbage	AT&T	01/26 CALNET SERVICE 9391031559	6.26
45064	3/25/2026	Utility Billing/Garbage	AT&T	02/26 CALNET SERVICE 9391031559	6.26
45064	3/25/2026	Utility Billing/Garbage	AT&T	07/25 CALNET SERVICE 9391031559	6.21
45064	3/25/2026	Utility Billing/Garbage	AT&T	08/25 CALNET SERVICE 9391031559	6.21
45064	3/25/2026	Utility Billing/Garbage	AT&T	01/26 CALNET SERVICE 9391031577	14.06
45064	3/25/2026	Utility Billing/Garbage	AT&T	02/26 CALNET SERVICE 9391031577	13.98
45064	3/25/2026	Utility Billing/Garbage	AT&T	07/25 CALNET SERVICE 9391031577	13.89
45064	3/25/2026	Utility Billing/Garbage	AT&T	08/25 CALNET SERVICE 9391031577	13.76
45064	3/25/2026	Utility Billing/Garbage	AT&T	09/25 CALNET SERVICE 9391031577	13.85
45064	3/25/2026	Utility Billing/Garbage	AT&T	10/25 CALNET SERVICE 9391031577	13.85
45064	3/25/2026	Utility Billing/Garbage	AT&T	11/25 CALNET SERVICE 9391031577	14.22
45064	3/25/2026	Utility Billing/Garbage	AT&T	12/25 CALNET SERVICE 9391031577	14.00
45065	3/25/2026	City Clerk's Office	AT&T	09/25 CALNET SERVICE 9391031559	4.66
45065	3/25/2026	City Clerk's Office	AT&T	10/25 CALNET SERVICE 9391031559	4.66
45065	3/25/2026	City Clerk's Office	AT&T	11/25 CALNET SERVICE 9391031559	4.66
45065	3/25/2026	City Clerk's Office	AT&T	12/25 CALNET SERVICE 9391031559	4.66
45065	3/25/2026	City Manager	AT&T	09/25 CALNET SERVICE 9391031559	9.32
45065	3/25/2026	City Manager	AT&T	10/25 CALNET SERVICE 9391031559	9.32
45065	3/25/2026	City Manager	AT&T	11/25 CALNET SERVICE 9391031559	9.32
45065	3/25/2026	City Manager	AT&T	12/25 CALNET SERVICE 9391031559	9.32
45065	3/25/2026	Finance	AT&T	09/25 CALNET SERVICE 9391031559	23.31
45065	3/25/2026	Finance	AT&T	10/25 CALNET SERVICE 9391031559	23.31

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45065	3/25/2026	Finance	AT&T	11/25 CALNET SERVICE 9391031559	23.31
45065	3/25/2026	Finance	AT&T	12/25 CALNET SERVICE 9391031559	23.31
45065	3/25/2026	General/Grant Oversight	AT&T	09/25 CALNET SERVICE 9391031559	11.66
45065	3/25/2026	General/Grant Oversight	AT&T	10/25 CALNET SERVICE 9391031559	11.66
45065	3/25/2026	General/Grant Oversight	AT&T	11/25 CALNET SERVICE 9391031559	11.66
45065	3/25/2026	General/Grant Oversight	AT&T	12/25 CALNET SERVICE 9391031559	11.66
45065	3/25/2026	City Attorney	AT&T	09/25 CALNET SERVICE 9391031559	6.99
45065	3/25/2026	City Attorney	AT&T	10/25 CALNET SERVICE 9391031559	6.99
45065	3/25/2026	City Attorney	AT&T	11/25 CALNET SERVICE 9391031559	6.99
45065	3/25/2026	City Attorney	AT&T	12/25 CALNET SERVICE 9391031559	6.99
45065	3/25/2026	HR/Risk Management	AT&T	09/25 CALNET SERVICE 9391031559	6.99
45065	3/25/2026	HR/Risk Management	AT&T	10/25 CALNET SERVICE 9391031559	6.99
45065	3/25/2026	HR/Risk Management	AT&T	11/25 CALNET SERVICE 9391031559	6.99
45065	3/25/2026	HR/Risk Management	AT&T	12/25 CALNET SERVICE 9391031559	6.99
45065	3/25/2026	PD Operations	AT&T	02/26 CALNET SERVICE 9391031566	1.05
45065	3/25/2026	PD Operations	AT&T	02/26 CALNET SERVICE 9391031578	1.04
45065	3/25/2026	Planning	AT&T	09/25 CALNET SERVICE 9391031559	11.66
45065	3/25/2026	Planning	AT&T	10/25 CALNET SERVICE 9391031559	11.66
45065	3/25/2026	Planning	AT&T	11/25 CALNET SERVICE 9391031559	11.66
45065	3/25/2026	Planning	AT&T	12/25 CALNET SERVICE 9391031559	11.66
45065	3/25/2026	Building	AT&T	09/25 CALNET SERVICE 9391031559	18.65
45065	3/25/2026	Building	AT&T	10/25 CALNET SERVICE 9391031559	18.65
45065	3/25/2026	Building	AT&T	11/25 CALNET SERVICE 9391031559	18.65
45065	3/25/2026	Building	AT&T	12/25 CALNET SERVICE 9391031559	18.65
45065	3/25/2026	Engineering	AT&T	09/25 CALNET SERVICE 9391031559	34.97
45065	3/25/2026	Engineering	AT&T	10/25 CALNET SERVICE 9391031559	34.97
45065	3/25/2026	Engineering	AT&T	11/25 CALNET SERVICE 9391031559	34.97
45065	3/25/2026	Engineering	AT&T	12/25 CALNET SERVICE 9391031559	34.97
45065	3/25/2026	Utility Billing/Water	AT&T	09/25 CALNET SERVICE 9391031559	12.43
45065	3/25/2026	Utility Billing/Water	AT&T	10/25 CALNET SERVICE 9391031559	12.43
45065	3/25/2026	Utility Billing/Water	AT&T	11/25 CALNET SERVICE 9391031559	12.43
45065	3/25/2026	Utility Billing/Water	AT&T	12/25 CALNET SERVICE 9391031559	12.43
45065	3/25/2026	Utility Billing/Sewer	AT&T	09/25 CALNET SERVICE 9391031559	6.22
45065	3/25/2026	Utility Billing/Sewer	AT&T	10/25 CALNET SERVICE 9391031559	6.22
45065	3/25/2026	Utility Billing/Sewer	AT&T	11/25 CALNET SERVICE 9391031559	6.22
45065	3/25/2026	Utility Billing/Sewer	AT&T	12/25 CALNET SERVICE 9391031559	6.22
45065	3/25/2026	Computer Acquisition/Maint.	AT&T	09/25 CALNET SERVICE 9391031559	2.33
45065	3/25/2026	Computer Acquisition/Maint.	AT&T	10/25 CALNET SERVICE 9391031559	2.33
45065	3/25/2026	Computer Acquisition/Maint.	AT&T	11/25 CALNET SERVICE 9391031559	2.33
45065	3/25/2026	Computer Acquisition/Maint.	AT&T	12/25 CALNET SERVICE 9391031559	2.33

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45065	3/25/2026	Utility Billing/Garbage	AT&T	09/25 CALNET SERVICE 9391031559	6.21
45065	3/25/2026	Utility Billing/Garbage	AT&T	10/25 CALNET SERVICE 9391031559	6.21
45065	3/25/2026	Utility Billing/Garbage	AT&T	11/25 CALNET SERVICE 9391031559	6.21
45065	3/25/2026	Utility Billing/Garbage	AT&T	12/25 CALNET SERVICE 9391031559	6.21
45066	3/25/2026	PD Operations	ADAMS, MARK	TUITION REIMBURSEMENT	459.00
45066	3/25/2026	PD Operations	ADAMS, MARK	TUITION REIMBURSEMENT	459.00
45067	3/25/2026	WWT Plant	BSK ASSOCIATES	PERMIT COMPLIANCE LAB	168.76
45067	3/25/2026	WWT Plant	BSK ASSOCIATES	PERMIT COMPLIANCE LAB	208.45
45067	3/25/2026	WWT Plant	BSK ASSOCIATES	PERMIT COMPLIANCE LAB	89.38
45067	3/25/2026	WWT Plant	BSK ASSOCIATES	PERMIT COMPLIANCE LAB	208.45
45067	3/25/2026	WWT Plant	BSK ASSOCIATES	PERMIT COMPLIANCE LAB	89.38
45067	3/25/2026	WWT Plant	BSK ASSOCIATES	PERMIT COMPLIANCE LAB	208.45
45067	3/25/2026	WWT Plant	BSK ASSOCIATES	PERMIT COMPLIANCE LAB	208.45
45067	3/25/2026	WWT Plant	BSK ASSOCIATES	PERMIT COMPLIANCE LAB	89.38
45068	3/25/2026	PD Operations	COMCAST	SVS 8155500320092096 03/26	239.56
45069	3/25/2026	Parks	ENVIRO CLEAN	PARKS MAINTENANCE ITEMS	861.67
45070	3/25/2026	Building	FIRE SAFETY SOLUTION	REVIEW & INSPECTION SVS 03/01/26-03/15/26	8,040.00
45071	3/25/2026	Intermodal Building	GUARDIAN WESTERN SWE	POWER SWEEPING 03/26	460.50
45071	3/25/2026	Parking Dist Operation	GUARDIAN WESTERN SWE	POWER SWEEPING 03/26	460.50
45072	3/25/2026	Supplemental Law Enforcement	MADERA ANIMAL HOSPITAL	VETERINARY SERVICES	485.69
45072	3/25/2026	Supplemental Law Enforcement	MADERA ANIMAL HOSPITAL	VETERINARY SERVICES	137.97
45072	3/25/2026	Supplemental Law Enforcement	MADERA ANIMAL HOSPITAL	VETERINARY SERVICES	110.00
45073	3/25/2026	Comm & Rec Centers	MADERA COUNTY ENVIRONMENTAL	FAB ENVIRONMENTAL HEALTH PERMIT	167.50
45073	3/25/2026	Comm & Rec Centers	MADERA COUNTY ENVIRONMENTAL	POOL ENVIRONMENTAL HEALTH PERMIT	918.00
45074	3/25/2026	Central Admin	PACIFIC GAS & ELECTRIC	02/26 SERVICE 3533032414-2	28.65
45074	3/25/2026	Central Admin	PACIFIC GAS & ELECTRIC	02/26 SERVICE 9920095153-3	831.03
45074	3/25/2026	PD Operations	PACIFIC GAS & ELECTRIC	02/26 SERVICE 9920095153-3	1,398.93
45074	3/25/2026	Fire	PACIFIC GAS & ELECTRIC	02/26 SERVICE 3533032414-2	983.56
45074	3/25/2026	Fire	PACIFIC GAS & ELECTRIC	02/26 SERVICE 9920095153-3	835.28
45074	3/25/2026	Parks	PACIFIC GAS & ELECTRIC	02/26 SERVICE 3533032414-2	3,763.53
45074	3/25/2026	Parks	PACIFIC GAS & ELECTRIC	02/26 SERVICE 9920095153-3	227.20
45074	3/25/2026	Sr Citizen Community Service	PACIFIC GAS & ELECTRIC	02/26 SERVICE 9920095153-3	8.38
45074	3/25/2026	Comm & Rec Centers	PACIFIC GAS & ELECTRIC	02/26 SERVICE 3533032414-2	3,944.48
45074	3/25/2026	Comm & Rec Centers	PACIFIC GAS & ELECTRIC	02/26 SERVICE 9920095153-3	3,071.18
45074	3/25/2026	Water Mtnc/Operations	PACIFIC GAS & ELECTRIC	02/26 SERVICE 3533032414-2	92,722.58
45074	3/25/2026	Water Mtnc/Operations	PACIFIC GAS & ELECTRIC	02/26 SERVICE 9920095153-3	21,544.32
45074	3/25/2026	Sewer Mtnc/Operations	PACIFIC GAS & ELECTRIC	02/26 SERVICE 3533032414-2	2,536.22
45074	3/25/2026	Sewer Mtnc/Operations	PACIFIC GAS & ELECTRIC	02/26 SERVICE 9920095153-3	746.54
45074	3/25/2026	WWT Plant	PACIFIC GAS & ELECTRIC	02/26 SERVICE 3533032414-2	9,197.30
45074	3/25/2026	Airport Operations	PACIFIC GAS & ELECTRIC	02/26 SERVICE 3533032414-2	102.14

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45074	3/25/2026	Airport Operations	PACIFIC GAS & ELECTRIC	02/26 SERVICE 9920095153-3	127.08
45074	3/25/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	02/26 SERVICE 3533032414-2	37,293.54
45074	3/25/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	02/26 SERVICE 9920095153-3	5,961.32
45074	3/25/2026	Intermodal Building	PACIFIC GAS & ELECTRIC	02/26 SERVICE 3533032414-2	1,254.76
45074	3/25/2026	Parking Dist Operation	PACIFIC GAS & ELECTRIC	02/26 SERVICE 3533032414-2	83.66
45074	3/25/2026	Parking Dist Operation	PACIFIC GAS & ELECTRIC	02/26 SERVICE 9920095153-3	94.67
45074	3/25/2026	Drainage Flood Control	PACIFIC GAS & ELECTRIC	02/26 SERVICE 3533032414-2	1,429.68
45074	3/25/2026	Drainage Flood Control	PACIFIC GAS & ELECTRIC	02/26 SERVICE 9920095153-3	1,463.11
45074	3/25/2026	Zone 2 Activities	PACIFIC GAS & ELECTRIC	02/26 SERVICE 3533032414-2	57.44
45074	3/25/2026	Zone 3 Activities	PACIFIC GAS & ELECTRIC	02/26 SERVICE 3533032414-2	43.33
45074	3/25/2026	Zone 4 Activities	PACIFIC GAS & ELECTRIC	02/26 SERVICE 3533032414-2	10.52
45074	3/25/2026	Zone 6A Activities	PACIFIC GAS & ELECTRIC	02/26 SERVICE 3533032414-2	71.22
45074	3/25/2026	Zone 8 Activities	PACIFIC GAS & ELECTRIC	02/26 SERVICE 3533032414-2	72.60
45074	3/25/2026	Zone 13 Activities	PACIFIC GAS & ELECTRIC	02/26 SERVICE 3533032414-2	151.64
45074	3/25/2026	Zone 16 Activities	PACIFIC GAS & ELECTRIC	02/26 SERVICE 3533032414-2	24.69
45074	3/25/2026	Zone 20B Activities	PACIFIC GAS & ELECTRIC	02/26 SERVICE 3533032414-2	24.18
45074	3/25/2026	Zone 24 Activities	PACIFIC GAS & ELECTRIC	02/26 SERVICE 3533032414-2	10.91
45074	3/25/2026	Zone 24 Activities	PACIFIC GAS & ELECTRIC	02/26 SERVICE 9920095153-3	20.68
45074	3/25/2026	Zone 26 Activities	PACIFIC GAS & ELECTRIC	02/26 SERVICE 9920095153-3	10.51
45074	3/25/2026	Zone 27B Activities	PACIFIC GAS & ELECTRIC	02/26 SERVICE 3533032414-2	11.83
45074	3/25/2026	Zone 29C Activities	PACIFIC GAS & ELECTRIC	02/26 SERVICE 3533032414-2	12.07
45074	3/25/2026	Zone 31A Activities	PACIFIC GAS & ELECTRIC	02/26 SERVICE 3533032414-2	32.75
45074	3/25/2026	Zone 31A Activities	PACIFIC GAS & ELECTRIC	02/26 SERVICE 9920095153-3	21.04
45074	3/25/2026	Zone 31B Activities	PACIFIC GAS & ELECTRIC	02/26 SERVICE 3533032414-2	32.75
45074	3/25/2026	Solid Waste Disposal	PACIFIC GAS & ELECTRIC	02/26 SERVICE 3533032414-2	9.24
45074	3/25/2026	Solid Waste Disposal	PACIFIC GAS & ELECTRIC	02/26 SERVICE 9920095153-3	384.01
45075	3/25/2026	PD Operations	RON'S TOWING & ROAD	TOWING SERVICES	345.00
45075	3/25/2026	PD Operations	RON'S TOWING & ROAD	TOWING SERVICES	550.00
45076	3/25/2026	AFFORDABLE HOUSING	SEAL RITE PAVING	SIDEWALK IMPROVEMENT	97,509.84
45077	3/25/2026	Intermodal Building	TECH. MASTER PEST	SQUIRREL CONTROL - TRANSIT	150.00
45078	3/25/2026	Measure K Sales Tax - Police	TYLER TECHNOLOGIES	BRAZOS MAINTENANCE	3,793.77
45079	3/25/2026	Intermodal Building	VILLA GARDENING SERV	LAWN SERVICES 02/26	600.00
45080	3/25/2026	Parks	WEST COAST ARBORISTS	CITY WIDE TREE TRIMMING	7,560.00
45080	3/25/2026	Parks	WEST COAST ARBORISTS	CITY WIDE TREE TRIMMING	14,700.00
45081	3/25/2026	Water Conservation Program	JAVIER AND JOANNA FRANCO	TURF REBATE - 9911204-507468	1,964.00
45082	3/25/2026	Water Conservation Program	MOHAMMAD IQBAL	TURF REBATE - 9913588-508100	1,710.00
45083	3/25/2026	Special Events	MARCOS GARCIA	CANCELLATION REFUND - 2026 GOLF TOURNAMENT	75.00
45084	3/25/2026	Water Fund	AGUILAR ERIKA	UB TERM REFUND 9924481	242.14
45085	3/25/2026	Water Fund	FLORES STEVIE JESSICA	UB TERM REFUND 9918611	239.82
45086	3/25/2026	Water Fund	GUTIERREZ SILVIA	UB TERM REFUND 9921342	280.37

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45087	3/25/2026	Water Fund	MACIAS LILANA	UB TERM REFUND 9924573	192.44
45088	3/25/2026	Water Fund	MATTEUCCI ROBERT	UB TERM REFUND 9901176	323.41
45089	3/25/2026	Water Fund	NISHIMOTO COMPANY	UB TERM REFUND 9917830	157.46
45090	3/25/2026	Water Fund	PABLO GENOVEVA	UB TERM REFUND 9910048	921.23
45091	3/25/2026	Water Fund	PURSELL JOHN	UB TERM REFUND 7925233	101.77
45092	3/25/2026	Water Fund	SAMRAN KARUN	UB TERM REFUND 9918591	228.30
45093	3/25/2026	Water Fund	SHIPPEY TOM	UB TERM REFUND 9521772	43.79
45094	3/25/2026	Water Fund	SINGH, JAGJEET	UB TERM REFUND 10000580	106.28
45095	3/25/2026	Water Utility	TIFFANY PURL	UB OVERPAYMENT - 9926376-514569	1,500.00
45096	4/2/2026	AFFORDABLE HOUSING	RRM DESIGN GROUP	PROFESSIONAL ENG DESIGN - INTERMODAL FACILITY	689.70
45097	4/2/2026	WWT Plant	MUNOZ, ANTHONY	PER DIEM - WASTEWATER GRADE IV/V OPERATOR CERT	368.00
45098	4/2/2026	PD Operations	LAW & ASSOCIATES	EMPLOYMENT BACKGROUND	800.00
45098	4/2/2026	PD Operations	LAW & ASSOCIATES	EMPLOYMENT BACKGROUND	3,200.00
45099	4/2/2026	Local Transportation- Streets	RMA GEOSCIENCE INC	R-94 BP3 TESTING LAB	781.25
45100	4/2/2026	Transportation- Dial-A-Ride	MV TRANSPORTATION	TRANSIT OPERATOR 02/26	85,644.58
45100	4/2/2026	Transportation - Fixed Route	MV TRANSPORTATION	TRANSIT OPERATOR 02/26	121,469.67
45101	4/2/2026	PD Operations	PACIFIC STORAGE	SHREDDING SERVICES	476.00
45102	4/2/2026	RSTP - Fed Exchange	MID CAL PIPELINE	R-10 PHASE 2 - OLIVE AVENUE WIDENING	76,489.58
45103	4/2/2026	Parks Administration	BRAVO MERCEDES	PER DIEM - ACTIVENET 2026 SOUTHERN CA USER GROUP	564.34
45104	4/2/2026	Parks	EAGLESHIELD PEST CON	RODENT CONTROL - MILLVIEW	75.00
45105	4/2/2026	CDBG Public Improvements	VALENZUELA, ISMAEL	TREE REMOVAL	1,100.00
45105	4/2/2026	CDBG Public Improvements	VALENZUELA, ISMAEL	TREE REMOVAL	2,200.00
45105	4/2/2026	CDBG Public Improvements	VALENZUELA, ISMAEL	TREE REMOVAL	3,200.00
45105	4/2/2026	CDBG Public Improvements	VALENZUELA, ISMAEL	TREE REMOVAL	5,500.00
45105	4/2/2026	CDBG Public Improvements	VALENZUELA, ISMAEL	TREE REMOVAL	5,500.00
45105	4/2/2026	CDBG Public Improvements	VALENZUELA, ISMAEL	TREE REMOVAL	1,600.00
45106	4/2/2026	AFFORDABLE HOUSING	WESTWOOD PROFESSIONAL	DESIGN SERVICES R-000094 BID PACKAGE 3	1,181.57
45106	4/2/2026	Local Transportation- Streets	WESTWOOD PROFESSIONAL	DESIGN SERVICES R-000094 BID PACKAGE 3	4,380.93
45107	4/2/2026	Insurance/Reimbursed Damage	TRAFFIC AND PARKING	RRFB KNOCKDOWN OLIVE REPLACEMENT	5,337.29
45108	4/2/2026	Water Quality Control	DELLAVALLE LABORATORY	WEEKLY SAMPLING	608.00
45108	4/2/2026	Water Quality Control	DELLAVALLE LABORATORY	MONTHLY SAMPLING	360.00
45108	4/2/2026	Water Quality Control	DELLAVALLE LABORATORY	WEEKLY SAMPLING	608.00
45109	4/2/2026	PD Operations	AT&T	03/26 CALNET SERVICE 9391020514	156.45
45109	4/2/2026	PD Operations	AT&T	02/26 CALNET SERVICE 9391026401	31.91
45109	4/2/2026	PD Operations	AT&T	02/26 CALNET SERVICE 9391059143	4,000.77
45109	4/2/2026	Fire	AT&T	02/26 CALNET SERVICE 9391068734	62.72
45109	4/2/2026	Sr Citizen Community Service	AT&T	02/26 CALNET SERVICE 9391026398	31.91
45109	4/2/2026	Sr Citizen Community Service	AT&T	02/26 CALNET SERVICE 9391026403	34.67
45109	4/2/2026	Comm & Rec Centers	AT&T	02/26 CALNET SERVICE 9391026396	267.34
45109	4/2/2026	Sewer Mtnc/Operations	AT&T	03/26 CALNET SERVICE 9391031570	193.44

CITY OF MADERA

REGISTER OF AUDITED DEMANDS FOR BANK #1 - US BANK GENERAL ACCOUNT

April 15, 2026

CHECK	PAY DATE	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
45110	4/2/2026	PD Operations	ADAMS, MARK	TUITION REIMBURSEMENT	459.00
45111	4/2/2026	Home Program Income	MEADOWS MOBILE HOME	SPACE RENTAL #19 04/26	966.64
45112	4/2/2026	Home Program Income	MEADOWS MOBILE HOME	SPACE RENTAL #23 04/26	925.24
45113	4/2/2026	Home Program Income	MEADOWS MOBILE HOME	SPACE RENTAL #86 04/26	917.35
45114	4/2/2026	Computer Acquisition/Maint.	COMCAST	SVS 8155500320322006 03/26	88.13
45115	4/2/2026	Utility Billing/Water	DATAPROSE, LLC	BILLING 02/26	3,929.01
45115	4/2/2026	Utility Billing/Water	DATAPROSE, LLC	BILLING 02/26	787.68
45115	4/2/2026	Utility Billing/Sewer	DATAPROSE, LLC	BILLING 02/26	1,964.51
45115	4/2/2026	Utility Billing/Sewer	DATAPROSE, LLC	BILLING 02/26	393.84
45115	4/2/2026	Utility Billing/Garbage	DATAPROSE, LLC	BILLING 02/26	1,964.51
45115	4/2/2026	Utility Billing/Garbage	DATAPROSE, LLC	BILLING 02/26	393.83
45116	4/2/2026	Measure K Sales Tax - Fire	DIAMOND COMMUNICATION	FIRE ALARM MONITORING - FIRE #58	35.00
45117	4/2/2026	Engineering	FEDERAL EXPRESS	EXPRESS SHIPPING	28.26
45117	4/2/2026	Sewer Capital Outlay	FEDERAL EXPRESS	EXPRESS SHIPPING	38.63
45118	4/2/2026	PD Operations	FRESNO CITY COLLEGE	REGISTRATION FEES - POLICE ACADEMY	2,790.00
45119	4/2/2026	PD Operations	FRESNO MADERA COUNTINUM	YEARLY MEMBERSHIP DUES	600.00
45120	4/2/2026	Supplemental Law Enforcement	MADERA ANIMAL HOSPITAL	VETERINARY SERVICES	682.31
45120	4/2/2026	Supplemental Law Enforcement	MADERA ANIMAL HOSPITAL	VETERINARY SERVICES	105.22
45120	4/2/2026	Supplemental Law Enforcement	MADERA ANIMAL HOSPITAL	VETERINARY SERVICES	110.00
45121	4/2/2026	HR/Risk Management	MADERA TRIBUNE	JOB ADVERSTISEMENT	34.20
45121	4/2/2026	HR/Risk Management	MADERA TRIBUNE	JOB ADVERSTISEMENT	34.20
45121	4/2/2026	Engineering	MADERA TRIBUNE	PUBLIC NOTICE - SIENNA ESTATES ANNEXATION	266.50
45122	4/2/2026	Parks	PACIFIC GAS & ELECTRIC	02/26 SERVICE 8675479583-8	57.31
45122	4/2/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	02/26 SERVICE 5207933925-6	105.90
45122	4/2/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	02/26 SERVICE 9787342989-4	178.08
45122	4/2/2026	Zone 34B Activities	PACIFIC GAS & ELECTRIC	02/26 SERVICE 0443905948-8	9.85
45122	4/2/2026	Zone 39 Activities	PACIFIC GAS & ELECTRIC	02/26 SERVICE 6948316261-1	22.85
45123	4/2/2026	Water Mtnc/Operations	PITNEY BOWES, INC.	POSTAGE MACHINE LEASE	34.75
45123	4/2/2026	Water Quality Control	PITNEY BOWES, INC.	POSTAGE MACHINE LEASE	8.69
45123	4/2/2026	WWT Plant	PITNEY BOWES, INC.	POSTAGE MACHINE LEASE	17.37
45123	4/2/2026	CFD Debt Fund - 2006 Bonds	PITNEY BOWES, INC.	POSTAGE MACHINE LEASE	8.68
45124	4/2/2026	WWT Plant	POLYDYNE INC.	SLUDGE DEWATERING POLYMER	18,996.81
45125	4/2/2026	Local Transportation- Streets	PROVOST & PRITCHARD	PROFESSIONAL ENGINEERING SVS	626.00
45125	4/2/2026	Local Transportation- Streets	PROVOST & PRITCHARD	PROFESSIONAL ENGINEERING SVS	4,140.11
45126	4/2/2026	Water Capital Outlay	ROLFE CONSTRUCTION	W-43 WATER MAIN REPLACEMENT PROJECT	933,895.56
45127	4/2/2026	PD Operations	ROSEL, JOHN	PER DIEM - SHERMAN BLOCK #3 SLI	322.50
45128	4/2/2026	Sewer Capital Outlay	STANTEC CONSULTING	PROFESSIONAL ENGINEERING SVS	2,992.50
45128	4/2/2026	Sewer Capital Outlay	STANTEC CONSULTING	PROFESSIONAL ENGINEERING SVS	5,999.00
45128	4/2/2026	Sewer Capital Outlay	STANTEC CONSULTING	PROFESSIONAL ENGINEERING SVS	55,635.50
45129	4/2/2026	Sewer Mtnc/Operations	STATE WATER RESOURCE	GRADE D4 EXAM FEES - BARKER	130.00

CITY OF MADERA

REGISTER OF AUDITED DEMANDS FOR BANK #1 - US BANK GENERAL ACCOUNT

April 15, 2026

CHECK	PAY DATE	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
45130	4/2/2026	Payroll Tax/Withholding Trust	STATE OF CALIFORNIA	FRANCHISE TAX DEDUCTIONS FOR 03/13/26 PAYROLL	100.00
45131	4/2/2026	Computer Replacement	TYLER TECHNOLOGIES	SOFTWARE RENEWAL	26,569.56
45132	4/2/2026	City Council	VERIZON WIRELESS	CITY CELL PHONE CHARGES 02/11/26-03/10/26	38.01
45132	4/2/2026	HR/Risk Management	VERIZON WIRELESS	CITY CELL PHONE CHARGES 02/11/26-03/10/26	38.01
45132	4/2/2026	PD Operations	VERIZON WIRELESS	CITY CELL PHONE CHARGES 02/11/26-03/10/26	1,016.65
45132	4/2/2026	PW - Streets	VERIZON WIRELESS	CITY CELL PHONE CHARGES 02/11/26-03/10/26	13.89
45132	4/2/2026	Facilities Maintenance	VERIZON WIRELESS	CITY CELL PHONE CHARGES 02/11/26-03/10/26	38.83
45133	4/2/2026	WWT Plant	ERIC CISNEROS	PER DIEM - WASTEWATER GRADE IV/V OPERATOR CERT	368.00
45134	4/2/2026	Finance	LUCY HERNANDEZ	PER DIEM - TYLER CONNECT 2026	258.00
45135	4/2/2026	General Fund	ANGELL HOULDINGS LLC	Customer ID 27339 Refund Overpayment on Bill #2754	15.00
45136	4/2/2026	General Fund	ARMENTROUT JIMMIE	Cust ID 29474 Refund Overpayment on Bill #11624	18.00
45137	4/2/2026	General Fund	BERRY SPAN INVESTMENT	Customer ID 25395 Refund Overpayment on Bill #1688	10.00
45138	4/2/2026	General Fund	FREEDOM MANAGEMENT	Customer ID 9443 Refund Overpayment on Bill #1828	15.00
45139	4/2/2026	General Fund	JHS FAMILY PARTNERSHIP	Customer ID 21145 Refund Overpayment on Bill #1827	16.00
45140	4/2/2026	General Fund	KLAIR JOGINDER S	Customer ID 6145 Refund Overpayment on Bill #2755	20.00
45141	4/2/2026	General Fund	OLD STAGE HOLDING CO	Customer ID 24038 Refund Overpayment on Bill #1394	6.00
45142	4/2/2026	General Fund	OLSON PAUL E ETAL	Customer ID 22536 Refund Overpayment on Bill #1829	10.00
45143	4/2/2026	Code Enforcement	ROBERTO JOYA	REIMBURSEMENT - CITE #375684	100.00
45144	4/2/2026	General Fund	STATE OF CALIFORNIA	Customer ID 2271 Refund Overpayment on Bill #11814	1.66
45145	4/2/2026	General Fund	ZEPEDA MIGUEL IV	Customer ID 20039 Refund Overpayment on Bill #2627	2.00
45146	4/2/2026	General Trust Fund	MAIYA WOODLEY	DEPOSIT REFUND - ROTARY SHELTER	50.00
45147	4/2/2026	Water Fund	ADRIAN JOSE RAMOS-GO	UB 10000948 TERM REFUND	270.22
45148	4/2/2026	Water Fund	ALCALA ANA IRMA	UB 9923891 TERM REFUND	150.00
45149	4/2/2026	Water Fund	CAMACHO LUISA	UB 9920964 TERM REFUND	42.46
45150	4/2/2026	Water Fund	DIAZ JESSICA	UB 9398411 TERM REFUND	190.74
45151	4/2/2026	Water Fund	MENDEZ REYNA	UB 9919714 TERM REFUND	269.14
45152	4/2/2026	Water Fund	MIGUEL JOSE PEREZ	UB 9925477 TERM REFUND	126.65
45153	4/2/2026	Water Fund	MONZON MARIA SANTOS	UB 9920316 TERM REFUND	91.03
45154	4/2/2026	Water Fund	NAVA SERGIO	UB 9924507 TERM REFUND	48.96
45155	4/2/2026	Water Fund	RODRIGUEZ ELVIRA	UB 6658008 TERM REFUND	23.30
45156	4/2/2026	Water Fund	RODRIGUEZ ELVIRA	UB 9893878 TERM REFUND	190.49
45157	4/2/2026	Water Fund	ROGERS MARIA	UB 9917694 TERM REFUND	268.44
45158	4/2/2026	Water Fund	RUIZ VASQUEZ LUCILA	UB 9902187 TERM REFUND	271.59
45159	4/2/2026	Water Fund	SANCHEZ YOLANDA	UB 9924143 TERM REFUND	82.17
45160	4/2/2026	Water Fund	SANDYBEL HERNANDEZ V	UB 9917427 TERM REFUND	178.17
45161	4/2/2026	Water Fund	SIFUENTEZ MARIO CONT	UB 9919594 TERM REFUND	179.37
931	2/27/2026	General Fund	COLONIAL LIFE & ACCIDENT INSURANCE CO	#E700482 FOR 02/20/26 PAYROLL	780.37
932	2/27/2026	General Fund	MISSION SQUARE - 302351	PLAN #302351 CONTRIBS FOR 02/27/26 PAYROLL	36,744.26

BANK #1 - US BANK GENERAL ACCOUNT TOTAL **$ 5,341,417.46**

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Wendy Silva, Director of Human Resources

Arnoldo Rodriguez, City Manager

Council Meeting of: April 15, 2026

Agenda Number: B-3

SUBJECT:

Informational Report on Personnel Activity

RECOMMENDATION:

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

SUMMARY:

The purpose of this report is to provide the Council an informational update on employment matters, including new hires, transfers, and terminations. This report represents activity since the prior report submitted on the March 4, 2026, City Council agenda.

DISCUSSION:

The Civil Service Commission (Commission) met March 3, 2026, and April 7, 2026, and approved eligibility lists for the following classifications.

- Administrative Analyst I
- Program Manager - Grants

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

Table 1: *New Hires and Re-hires*

Name	*Position*	*Department*	*Status**	*Effective Date*
Tarah Martinez	Accounting Technician II	Finance	FT	3/2/26
David Torres	Park Aide	Parks & Community Services	PT	3/9/26
Israel Barriga-Arzola	Park Aide	Parks & Community Services	PT	3/9/26

Table 1: *New Hires and Re-hires, continued*				
Name	*Position*	*Department*	*Status**	*Effective Date*
Javier Leon Avina	Park Aide	Parks & Community Services	PT	3/9/26
Derek Frias	Park Aide	Parks & Community Services	PT	3/9/26
Alejandro Carrillo	Park Aide	Parks & Community Services	PT	3/23/26
Frederick Ramos, Jr.	Park Aide	Parks & Community Services	PT	4/6/26

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

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

Table 2: *Promotions, Transfers, or Assignment Changes*			
Name	*Old Position*	*New Position*	*Effective Date*
Daniel Marcello	WWTP Operator I	WWTP Operator II	1/26/25
Eric Gardini	Construction Inspector I	Construction Inspector II	2/12/26
Monica Estrada	Program Leader I	Program Leader II	3/9/26
Jocelynn Markle	Police Officer Trainee	Police Officer I	3/28/26
Adrian Galarza	Police Officer Trainee	Police Officer I	3/28/26
Irving Hermosillo De Anda	Police Officer Trainee	Police Officer I	3/28/26
Michael Ybarra	Police Officer Trainee	Police Officer I	3/28/26

The following employees separated from employment since our last report.

Table 3: *Separations*				
Name	*Position*	*Department*	*Status**	*Effective Date*
Fredy Pineda	Equipment Operator	Public Works	FT	2/25/26
Oscar Calderon	Park Aide	Parks & Community Services	PT	2/25/26
Brian Gomez-Vargas	Parking Enforcement Officer	Police	PT	3/10/26
Veronica Duran	Park Aide	Parks & Community Services	PT	3/10/26

Table 3: *Separations, continued*				
Name	*Position*	*Department*	*Status**	*Effective Date*
Khiana Estrada	Program Leader I	Parks & Community Services	PT	3/25/26

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

FINANCIAL IMPACT:

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

ALTERNATIVES:

This report is for informational purposes only.

ATTACHMENTS:

None

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:
Michael Lima
Michael Lima, Director of Financial Services
Arnoldo Rodriguez
Arnoldo Rodriguez, City Manager

Council Meeting of: April 15, 2026
Agenda Number: B-4

SUBJECT:

Piggyback purchase agreements for Fleet Division-related purchase

RECOMMENDATION:

Adopt a Resolution approving Sourcewell piggyback purchase agreement for a four-inch portable storm drain pump from MULTIQUIP Inc. for $15,000

SUMMARY:

Appropriations for numerous pieces of equipment were included in the Fiscal Year (FY) 2025/26 Adopted Budget for the Fleet Replacement Fund (Org Unit 3065-0000), which Council approved on June 25, 2025. Included in those appropriations were funding for a replacement portable storm drain pump. As the purchase price was significantly less than budgeted, the Public Works Department – Drainage Division (Drainage) is requesting to buy an additional four-inch portable pump with the remaining funds.

DISCUSSION:

A piggyback contract can be executed via another entity's agreement when the items or services have already been bid by other governmental agencies or special cooperative agreements, provided such contracts are the result of a competitive bidding process, that the competitive bidding process used and all terms and conditions are substantially the same as those used by the City, and that the competitive bidding process and terms and conditions contain a clause allowing piggybacking by other public agencies. In some instances, this method provides the most efficient purchase method or the best cost savings for the quantities or type of goods or services utilized. These contracts are also encouraged when applicable for operational proficiencies and to minimize staff processing time when the goods or services being procured have limited availability.

Council approved Ordinance 996 C.S. on December 21, 2022, which amended the City's Municipal Code by adding Title II, Section 4 - Purchasing Procedures. This section allows the City to utilize piggyback purchasing procedures through the Purchasing Manager to purchase supplies, equipment, or services without completing the City's bidding or proposal process from any supplier who offers the goods or services at the same or better price, terms, and conditions as the supplier previously offered to another public agency as the lowest bidder pursuant to the competitive bidding or proposal process required by that other public agency.

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

The FY 2025/26 Fleet Replacement Fund budget included funds to purchase a portable six-inch storm drain pump. After analysis of the previous rainy season and discussions with staff, it was determined that a four-inch pump would better suit the needs of the City. The four-inch pump is significantly smaller and allows easier access to tight spaces while limiting exposure to traffic on street side setups.

The cost of the six-inch pump was budgeted at $48,000. The cost of the four-inch pump came in at just under $15,000. That purchase left $33,000 of budgeted appropriations available for other purchases. After receiving and putting into service the new four-inch pump, City staff indicated it would be beneficial to have an additional four-inch pump. Staff is proposing to use $15,000 of the remaining $33,000 budgeted appropriations to purchase this additional four-inch pump.

Staff would like to use the same Sourcewell piggyback agreement used for the first purchase from MULTIQUIP Inc. Attachment 2 contains the web link to the piggyback agreement mentioned previously.

FINANCIAL IMPACT:

Purchases under the recommended cooperative purchase agreements will be made from the Fleet Acquisition Fund. The savings from the previous purchase is sufficient to cover the cost of the additional pump without requiring an amendment to the Fiscal Year 2025/26 Adopted Budget.

ALTERNATIVES:

As an alternative, Council may require getting individual quotes from vendors or not approving the additional purchase.

ATTACHMENTS:

1. Resolution approving Sourcewell piggyback purchase
2. Web link to the Sourcewell piggyback agreement

RESOLUTION NO. _____

RESOLUTION APPROVING SOURCEWELL PIGGYBACK AGREEMENT PURCHASE AGREEMENT FOR A FOUR-INCH PORTABLE STORM DRAIN PUMP FROM MULTIQUIP INC. FOR $15,000

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

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

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

WHEREAS, staff has conducted a due diligence and determined that piggyback purchases through the State of California best meet the City's interests.

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

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

2. The Council finds that the use of piggyback purchases per Council approved Ordinance 996 C.S. amending the City's municipal code, adding Title II Section 4 Purchasing Procedures is appropriate.

3. Funding is available from savings from the purchase of a previously approved replacement pump purchase.

4. The Council authorizes the City Manager to enter into an agreement with Multiquip Inc. for the purchase of a four-inch storm drain pump in the amount of $15,000. The City Manager is authorized to negotiate the terms of the agreement, subject to approval as to legal form by the City Attorney, and consistent with the requirements of Sourcewell Contract 020923-MTQ.

5. This Resolution shall take effect immediately upon its adoption.

* * *

ATTACHMENT 2

Lead Agency piggyback agreement web link

Sourcewell MUTIQUIP - 020923-MTQ

Multiquip: Contract 020923-MTQ | Sourcewell

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: April 15, 2026

Agenda Number: B-5

SUBJECT:

Granada Drive Pedestrian Improvement City Project TS-34 State Project HSIP 5157(127)

RECOMMENDATION:

Adopt a Minute Order Approving:

1. Acceptance of the Granada Drive Pedestrian Improvement City Project TS-34 State Project HSIP 5157(127)
2. Recording of Notice of Completion
3. Release of retention 35 days after the recording of the Notice of Completion

SUMMARY:

On May 7, 2025 the City Council (Council) awarded a contract to Dave Christian Construction Co., Inc for the Granada Drive Pedestrian Improvement City Project TS-34 State Project HSIP 5157(127) (Project) for $219,680. The project was funded with Highway Safety Improvement Program (HSIP) Cycle 10 funds and Regional Surface Transportation Program (RSTP) funds. The Contractor has completed the Project in accordance with the plans and specifications and as modified by approved change orders.

BACKGROUND:

The project generally consisted of installation of a mid-block pedestrian crosswalk, median island, rectangular rapid flashing beacons (RRFB), and sidewalk improvements on Granada Drive between Plumas Street and Desert Ranch Way. The project also included removal of existing striping and deteriorated asphalt pavement, followed by placement of a new asphalt concrete overlay. The roadway was added into the project scope to address the deteriorating pavement since it had a pavement condition index (PCI) of 48 rather than delaying the improvement to a time when the repair cost will be much higher.

The project experienced delays which extended past the original completion date. During the installation of the RRFB foundation, a water main was damaged and caused the median-island and roadway to flood requiring emergency repairs. The original foundation of the RRFB had to be re-evaluated. Staff sought outside structural engineering services to design a new foundation for the RRFB which would not conflict with the water main.

A final inspection has been completed by City staff and all work has been found to be complete and in conformance with project requirements. Staff recommends acceptance by Council and recording a Notice of Completion.

Table 1 provides a summary of the Project contract costs. Two change orders were processed. Change Order #1 expanded the project limits 60 feet north of Desert Ranch Way to include additional pavement rehabilitation and additional sidewalk. Change Order #2 was a final balancing change order involving deductive items for asphalt concrete tonnage and median curb based on the total work performed versus the total quantity included in the bid item.

Table 1: *Final Project Cost Summary*

Change Order	*Description*	*Total*
Original Contract		$219,680.00
#1	Additional Pavement Rehab and Concrete Sidewalk	$20,045.88
#2	Deduction of Unused Asphalt Concrete Tonnage & median curb	-$15,424.25
Total		**$224,301.63**

FINANCIAL IMPACT:

Funding of this Project was programmed in the CIP FY 24/25 budget through RSTP and HSIP. Any remaining RSTP funds will be returned to the appropriate fund balance for use on future eligible projects. There was no fiscal impact to the City's General Fund.

ALTERNATIVES:

As an alternative, the Council may reject the Project's Notice of Completion. Rejection of the Notice of Completion will result in staff's inability to release retention funds and delay the formal project closeout.

ATTACHMENTS:

1. Notice of Completion
2. Project Map
3. Project Photos

Attachment 1

Notice of Completion

Recording Requested by:
City of Madera

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

Space above this line for Recorder's Use

Fee Waived per Section 27383 & 27388.1(a)(2)(D) of the Government Code – No Document Tax Due $ -0-

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

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

Name	Address

6. A work of improvement on the property hereinafter described was completed on 03/20/2026
7. The name of the original contractor, if any, for such work of improvement was:
   (If no contractor for work of improvements as a whole, insert "none".)
   Dave Christian Construction, Co., Inc.
8. The full name(s) and address(es) of the transferor(s) of the undersigned is(are):

Name	Address
N/A	

9. The property on which said work of improvement was completed is in the City of **Madera**, County of **Madera**, State of California, and is described as follows:
   Granada Pedestrian Improvement City Project No. TS-34, State Project No. HSIP 5157(127)
10. The **street address** of said property is **Granada Drive Between Plumas Street to Desert Ranch Way**
    (If no street address has been officially assigned, insert "none".)

(Signature of Owner named in Paragraph 2)

CITY OF MADERA

Dated

Keith Brent Helmuth, P.E.
City Engineer

State of California
County of Madera

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

(Signature of Officer)

_____
Keith Brent Helmuth, P.E.
City Engineer

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

State of California
County of Madera

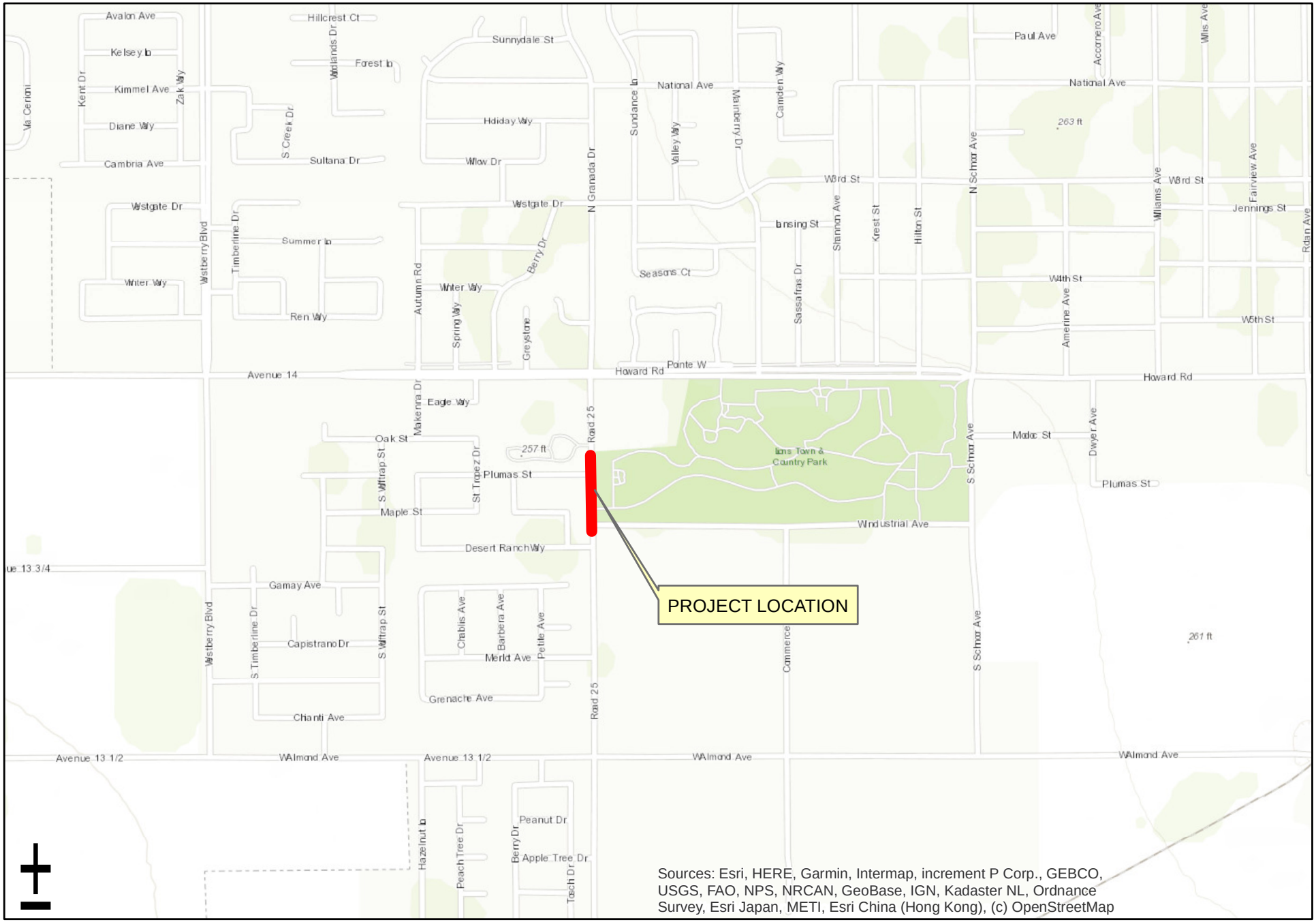
Subscribed and sworn to (or affirmed) before me on the _____day of _____, 2026 by Keith Brent Helmuth, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

_____ (Seal)
Alicia Gonzales
City Clerk

Attachment 2

Project Map

GRANADA DRIVE PEDESTRIAN IMPROVEMENT
CITY PROJECT TS-34
STATE PROJECT HSIP-5157(127)



Attachment 3

Project Photos

Before



After



RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: April 15, 2026

Agenda Number: B-6

SUBJECT:

Interfund Loan Transfer and Budget Amendment for Sewer System Master Plan Update

RECOMMENDATION:

Adopt a Resolution Authorizing and Approving an Interfund Transfer of $167,000 and Amendment to the City of Madera Fiscal Year 2025/2026 Budget

SUMMARY:

Staff is proposing an interfund loan transfer of $167,000 from the Wastewater Treatment Plant (WWTP) Impact Fee Fund to the various Sewer Quadrants Impact Fee Funds that would ultimately be responsible for funding the update of the Sewer System Master Plan (Plan). The cost to update the plan is $255,000 (including a $10,000 contingency) and the City has approximately $134,000 available. Thus, an interfund loan is necessary.

DISCUSSION:

Staff is prepared to initiate the Plan update through the City's On-Call Consultant Services Agreement (On-Call Agreement). If approved, the City will utilize Akel Engineering Group (Akel) under its existing On-Call Agreement. Akel is the same consultant that prepared the existing 2014 Sanitary Sewer System Master Plan. While no formal Council action is required to retain Akel for this work, their selection is based on their familiarity with the Plan, the City's infrastructure and their ability to efficiently deliver the required analysis and planning services.

The Plan is a critical, long-range planning document that evaluates the capacity and modeled performance of the City's existing wastewater collection system. It provides a comprehensive assessment of current infrastructure and identifies capacity deficiencies. The Plan also projects future demand based on anticipated growth and development, ensuring the system can adequately serve both existing residents and planned

development expansion areas. Importantly, it establishes a prioritized capital improvement program to guide infrastructure upgrades, rehabilitation efforts, and system expansions. Updating the Plan is necessary due to changes in system demands of metered water rates, updated growth projections, and increased density requirements as a result of the Regional Housing Needs Allocation (RHNA) exercise and amendments to State city planning guidelines. The last study was completed in 2014.

To complete this effort, staff is proposing an interfund transfer to provide immediate funding for the Plan. Although the Plan benefits multiple sewer service areas, sufficient funds are not currently available across sewer related impact fee fund accounts for the Plan. As a result, a temporary loan of $167,000 from the Wastewater Treatment Plant Impact Fee Fund (DIF 4083) is proposed.

The Plan will be funded through the Sewer Quadrant Impact Fee Funds via the loan from the WWTP Impact Fee Fund (DIF 4083). More specifically, funds which do not have sufficient balances to finance the Plan include Road 28 Sewer Intercept (DIF 4085), Sewer Existing Area Impact Fee Fund (DIF 4099), Sewer NW Quadrant Impact Fee Fund (DIF 4100), Sewer SW Quadrant Impact Fee Fund (DIF 4102), and Sewer SE Quadrant Impact Fee Fund (DIF 4103). Payments to Akel Engineering Group will be made from the various Sewer Development Impact Fee Funds as work progresses on the Plan.

As development occurs and impact fees are collected within these funds, the transferred amounts will be reimbursed to the WWTP Impact Fee Fund in accordance with established development impact fee procedures. This approach allows the City to move forward with the Plan while ensuring costs are ultimately borne by development that contributes to increased system demand. Transfer from the WWTP fund account will not detrimentally affect ongoing commitments; it has sufficient funds allocated to expand treatment capacity to handle growth and upgrade aging treatment infrastructure tied to increased demand.

The timing of repayment varies as funds are collected per zone. Based on historic patterns, it is estimated that the funds would be repaid in approximately five years.

Additional details are provided in Table One below.

Table 1: *Interfund Transfer*				
Impact Fee Fund	*Fund Number*	*Available balance*	*Funds Needed Transfer In Amount*	*Transfer Out*
Westberry / Ellis Sewer	4084	$59,891.15	-	-
Road 28 Sewer Intercept	4085	$1,320.94	$35,000	-
Sewer Existing Area	4099	$15,460.04	$35,000	-
Sewer NW Quadrant	4100	$1,280.72	$35,000	-
Sewer NE Quadrant	4101	$45,478.91	-	-
Sewer SW Quadrant	4102	$10,469.29	$27,000	-
Sewer SE Quadrant	4103	-	$35,000	-
WWTP	4083	-	-	$167,000
Total	-	$133,901.05	$167,000	-

FINANCIAL IMPACT:

Approval of the Agreement is anticipated to have a short-term impact on the financial resources of the various Sewer Development Impact Fee funds that are providing the amounts being transferred into the Sewer Development Impact Fee funds. There will be no impact on the General Fund.

ALTERNATIVES:

1. Approve funding from an alternative fund account. Those options are limited and include Sewer Fund and/or General Fund.
2. Do not approve the proposed budget amendment and interfund transfer. Should Council not approve the Agreement approving the proposed budget amendment and funding transfer, it may delay or prevent the update of the Sewer System Master Plan, limiting the City's ability to evaluate system capacity and plan for future development and infrastructure needs.

ATTACHMENTS:

1. Resolution
   Exhibit A - Amendments to the City of Madera Fiscal Year 2025/2026 Budget

Attachment 1

Resolution

RESOLUTION NO. 26-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA AUTHORIZING AND APPROVING AN INTERFUND TRANSFER OF $167,000 AND AMENDMENT TO THE CITY OF MADERA FISCAL YEAR 2025/2026 BUDGET

WHEREAS, the City of Madera is undertaking an update to its 2014 Sanitary Sewer System Master Plan to evaluate existing system capacity and plan for future growth and infrastructure needs; and

WHEREAS, an interfund transfer from the Wastewater Treatment Plant Impact Fee Fund (DIF 4083) to the Road 28 Sewer Intercept (DIF 4085), Sewer Existing Area Impact Fee Fund (DIF 4099), Sewer NW Quadrant Impact Fee Fund (DIF 4100), Sewer SW Quadrant Impact Fee Fund (DIF 4102), and Sewer SE Quadrant Impact Fee Fund (DIF 4103), as outlined in Exhibit A, is necessary to support the update of the timely commencement of the Sanitary Sewer System Master Plan; and

WHEREAS, the transfer requires an amendment to the City of Madera Fiscal Year 2025/2026 Budget, as outlined in Exhibit A attached hereto, to provide funding for the Plan.

WHEREAS, as development occurs and impact fees are collected within these funds, the transferred amounts will be reimbursed to the Wastewater Treatment Plant Impact Fee Fund in accordance with established development impact fee procedures.

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 amendments to the City of Madera Fiscal Year 2025/2026 Budget attached hereto as Exhibit A.

3. The City Finance Manager is authorized to transfer $167,000 from the Wastewater Treatment Plant Impact Fee Fund Account to each Sewer Quadrant Fund Account as indicated in Exhibit A therein.

4. As development occurs and impact fees are collected within these funds, the transferred amounts will be reimbursed to the Wastewater Treatment Plant Impact Fee Fund in accordance with established development impact fee procedures.

5. This Resolution is effective immediately upon adoption.

* * * * * * * * * *

Exhibit A

Amendment to the City of Madera FY 2025/26 Budget

EXHIBIT A

CITY OF MADERA

Budget Appropriations: Res. 26-_____

Budget Adjustments for Fiscal Year 2025/26

FUND	ORG CODE	OBJECT CODE	DESCRIPTION	(+)	(-)	Notes
Road 28 Sewer Intercept Impact Fee						
4085	0000	4355	Transfer In	$ 35,000		
4085	0000	6440	Professional Services		$ 35,000	
Sewer Existing Area Impact Fee						
4099	0000	4355	Transfer In	$ 35,000		
4099	0000	6440	Professional Services		$ 35,000	
Sewer NW Quadrant Impact Fee						
4100	0000	4355	Transfer In	$ 35,000		
4100	0000	6440	Professional Services		$ 35,000	
Sewer SW Quadrant Impact Fee						
4102	0000	4355	Transfer In	$ 27,000		
4102	0000	6440	Professional Services		$ 27,000	
Sewer SE Quadrant Impact Fee						
4103	0000	4355	Transfer In	$ 35,000		
4103	0000	6440	Professional Services		$ 35,000	
Wastewater Treatment Plant Impact Fee						
4083	0000	4900	Budgetary Carryover	$ 167,000		
4083	0000	8200	Transfer Out		$ 167,000	
				$ 334,000	**$ 334,000**	

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Wendy Silva

Wendy Silva, Director of Human Resources

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: April 15, 2026

Agenda Number: B-7

SUBJECT:

NeoGov Services Agreement with GovernmentJobs.com, Inc.

RECOMMENDATION:

Adopt a Resolution approving a NeoGov Services Agreement with GovernmentJobs.com, Inc., for ongoing software licensing, implementation, and training services

SUMMARY:

In compliance with the City of Madera's (City's) purchasing policy, an agreement was awarded to GovernmentJobs.com, Inc., in 2023 that provided access to NeoGov products for position recruiting. Additional product modules have been added to the City's NeoGov account, which were approved through the City's budget development and adoption process. While the agreement has not exceeded the City Manager's authority at this time, additional NeoGov modules are anticipated to be purchased in the near future. These anticipated purchases would exceed the City Manager's authority. Thus, staff is bringing the NeoGov Services agreement for Council's consideration. The requested action is to approve the existing agreement and approve GovernmentJobs.com, Inc. as the sole source provider for the related product modules. This action will allow for a single software vendor to provide personnel-related software products.

DISCUSSION:

The City of Madera adopted Fiscal Year (FY) 2023/24 budget included funds to explore procuring an applicant tracking system. Staff first evaluated implementation of the applicant tracking module within the City's Enterprise Resource Planning (ERP) product, Tyler Munis (Munis). Munis is a financial management system first, with related modules available. While Munis provided an applicant tracking module, staff determined that the available functionality did not meet the City's needs.

Staff sought proposals from other known vendors of applicant tracking software, with the goal to provide an online application experience and support more efficient recruitment and hiring

processes. The City solicited information from four (4) vendors and received proposals from the following three (3) firms.

1. GovernmentJobs.com, Inc. (NeoGov)
2. BambooHR
3. Greenleaf

After product demonstrations from the three (3) proposers, staff selected GovernmentJobs.com, Inc.'s, NeoGov product. A NeoGov Services Agreement was negotiated and approved in compliance with the City's purchasing policy. The initial order with NeoGov included the Insight and Onboard modules. These modules brought the City's recruitment processes into modern times with an online applicant portal, workflow and approval processes for employment offers and hiring paperwork, and a portal for onboarding of new employees.

Subsequently, with the FY 2024/25 adopted budget, staff procured and is implementing the NeoGov Perform and eForms modules. The products provide an online system for employee performance documentation and evaluations as well as electronic personnel files and workflow processes to replace current paper files and processes.

Looking ahead, staff will be implementing additional modules in support of our workforce to include Vetted for public safety background processes, Attract for candidate relationship management, and Learn to provide an online Learning Management System. Procurement and implementation of these products will be contingent upon approved funding in annual operating budgets.

The current contract value for this agreement, $49,080.40, is within the City Manager's purchasing authority. However, with the anticipated module procurements mentioned previously, staff expects the value of the contract will exceed the City Manager's purchasing authority. Thus, staff is bringing the agreement for Council's consideration before that occurs.

Staff is additionally requesting Council find that it is in the City's best interests to procure related personnel software products/modules from the same vendor. This option allows employees to log into a single system to access the various products. While individual products could be procured from separate vendors, each product would then have its own site and login process, as well as create duplicative employee records across multiple platforms that would need to be regularly synchronized.

FINANCIAL IMPACT:

There are no additional monies being requested at this time. Sufficient funds for the agreement were included in the FY 2025/26 Adopted Budget. Any future requests for annual licensing fees or additional product modules will be made through the City's budget development and adoption process.

ALTERNATIVES:

Council may direct staff to conduct a new proposal process or cancel the existing agreement.

ATTACHMENTS:

1. Resolution
    a. Exhibit A: NeoGov Services Agreement with executed Order Forms

Resolution No. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING A NEOGOV SERVICES AGREEMENT WITH GOVERNMENTJOBS.COM, INC., AND APPROVING GOVERNMENTJOBS.COM, INC. FOR SOLE SOURCE PROCUREMENT OF NEOGOV PRODUCT MODULES FOR PERSONNEL-RELATED SOFTWARE

WHEREAS, the City of Madera (City) has a need for software to support personnel activities including, but not limited to, recruitment, onboarding, hiring, performance management, personnel file management, and learning management; and

WHEREAS, the City sought proposals for personnel-related software from four (4) vendors and received three (3) quotes; and

WHEREAS, after product demonstrations, an agreement was awarded to GovernmentJobs.com, Inc., in compliance with the City's purchasing policy; and

WHEREAS, the dollar value of the agreement is currently within the City Manager's contracting authority but is expected to exceed that dollar value in the future through the procurement and implementation of additional product modules; and

WHEREAS, efficiency is gained through procurement of related software products under a single platform; and

WHEREAS, a NeoGov Services Agreement has been prepared that is in the best interests of the City and GovernmentJobs.com, Inc.

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

1. The above recitals are true and correct.

2. The NeoGov Services Agreement between the City of Madera and GovernmentJobs.com, Inc., a copy of which is attached hereto as Exhibit A and incorporated herein, is approved.

3. The City Manager is authorized to execute Order Forms under the NeoGov Services Agreement for products and services appropriated in the City's operating budget.

4. This resolution is effective immediately upon adoption.

* *

Exhibit A: NeoGov Services Agreement with executed Order Forms

NEOGOV™

PowerDMS Digital Management Software A NEOGOV Company

SERVICES AGREEMENT

V040123

You agree that by placing an order through a NEOGOV standard ordering document such as an "Order Form", "Service Order," "Ordering Document," "SOW" or other document mutually agreed by the parties detailing the services, pricing and subscription term (each, an "Order Form" for purposes of this Agreement), you agree to follow and be bound by the terms and conditions set forth herein. "Governmentjobs.com", "NEOGOV", "we", and "our" means Governmentjobs.com, Inc. (D/B/A/ NEOGOV), for and on behalf of itself and its subsidiaries PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "NEOGOV" and, where applicable, its other affiliates; "Customer", "you", "your" means the NEOGOV client, customer, and/or the subscriber identified in the Order Form).

"Services Agreement" or the "Agreement" shall be used to collectively refer to this NEOGOV Services Agreement, documents incorporated herein including the applicable Order Form, each Addendum (as applicable), and Special Conditions (if any). "Addendum" means each Addendum set forth either as an Exhibit hereto or otherwise made available at https://www.neogov.com/service-specifications (the "NEOGOV Site") and, as applicable, made a part of this Agreement. "Special Conditions" means individually negotiated variations, amendments and/or additions to this Service Agreement of which are either drafted, or incorporated by reference, into the Order Form.

1. Provision of Services. Subject to the terms of this Agreement NEOGOV hereby agrees to provide Customer with access to its SaaS Applications and Professional Services (each defined below) included or ordered by Customer in the applicable Order Form (collectively referred to as the "Services"). Customer hereby acknowledges and agrees that NEOGOV's provision and performance of, and Customer's access to, the Services is dependent and conditioned upon Customer's full performance of its duties, obligations and responsibilities hereunder. This Agreement entered into as of the earlier of: (i) date of your signature on an applicable Order Form; or (ii) use of the Services commences (the "Effective Date"). The Agreement supersedes any prior and contemporaneous discussions, agreements or representations and warranties.

2. SaaS Subscription.

   a) Subscription Grant. "SaaS Applications" means each proprietary NEOGOV web-based software-as-a-service application that may be set forth on an Order Form and subsequently made available by NEOGOV to Customer, and associated components as described in any written service specifications made available to Customer by NEOGOV (the "Service Specifications"). Subject to and conditioned on Customer's and its Authorized Users' compliance with the terms and conditions of this Agreement, NEOGOV hereby grants to Customer a limited, non-exclusive, non-transferable, and non-sublicensable right to (i) onboard, access and use, and to permit Authorized Users to onboard, access and use, the SaaS Applications specified in the Order Form solely for Customer's internal, non-commercial purposes; (ii) generate, print, and download Customer Data as may result from any access to or use of the SaaS Applications; and (iii) train Authorized Users in uses of the SaaS Applications permitted hereunder (these rights shall collectively be referred to as the "SaaS Subscription"). "Authorized Users" means (1) Customer employees, agents, contractors, consultants ("Personnel") who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Services Agreement and (2) for whom access to the Services has been purchased hereunder. You shall not exceed the usage limits (if any) as detailed in the user tier in the applicable Order Form. You may not access the SaaS Applications if you are a direct competitor of NEOGOV or its affiliates. In addition, you may not access the SaaS Applications for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes. You shall be responsible for each Authorized User's access to and use of the SaaS Applications and compliance with applicable terms and conditions of this Agreement.

   b) Subscription Term. Unless otherwise specified in an applicable Order Form, SaaS Subscriptions shall commence on the Effective Date and remain in effect for twelve (12) consecutive months, unless terminated earlier in accordance with this Agreement (the "Initial Term"). Thereafter, SaaS Subscriptions shall automatically renew for successive twelve (12) month terms (each a "Renewal Term" and together with the Initial Term, collectively, the "Term") unless a party delivers to the other party, at least thirty (30) days prior to the expiration of the Initial Term or the applicable Renewal Term, written notice of such party's intention to not renew the SaaS Subscriptions, or unless terminated earlier in accordance with this Agreement. The Term for the Services is a continuous and non-divisible commitment for the full duration regardless of any invoice schedule. The purchase of any Service is separate from any other order for any other Service. Customer may purchase certain Services independently of other Services. Your obligation to pay for any Service is not contingent on performance of any other Service or delivery of any other Service.

3. Customer Responsibilities. Customer will not, and will ensure its Authorized Users do not (a) make any of the Services available to anyone other than Authorized Users or use any Services for the benefit of anyone other than Customer and its Authorized Users, unless otherwise agreed in writing by the parties, (b) sell, resell, license, sublicense, distribute, make

available, rent or lease any of the Services, or include any of the Services in a service bureau or outsourcing offering, unless otherwise agreed in writing by the parties, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of the privacy rights, publicity rights, copyright rights, or other rights of any person or entity, (d) use the Services to store or transmit code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses, (e) interfere with or disrupt the integrity or performance of the Services (including, without limitation, activities such as security penetration tests, stress tests, and spamming activity), (f) attempt to gain unauthorized access to the Services or its related systems or networks, (g) disassemble, reverse engineer, or decompile the Services, or modify, copy, or create derivative works based on the Services or any part, feature, function or user interface thereof, (h) remove the copyright, trademark, or any other proprietary rights or notices included within NEOGOV Intellectual Property and on and in any documentation or training materials, or (i) use the Services in a manner which violates the terms of this Agreement, any Order Form or any applicable laws.

4. Professional Services. "Professional Services" shall mean professional services purchased by Customer as detailed in an applicable Order Form or NEOGOV Scope of Work (SOW) describing the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Professional Services may include training, implementation, and best practices of and concerning the SaaS Applications. Professional Services are subject to the terms of the Professional Services Addendum made available on the NEOGOV Site and made a part hereof and may be subject to additional terms pursuant to an SOW and Service Specifications describing, if applicable, the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Order Forms or SOWs must be signed by Customer before NEOGOV shall commence work. If Customer executes a separate SOW, this Agreement and documents incorporated herein (including but not limited to the Professional Services Addendum) shall control in the event of a conflict with the terms of the SOW. All Professional Services purchased by Customer must be utilized within twelve (12) months of the date of the applicable Order Form or SOW.

5. Payment Terms.

   a) Fees. Customer shall pay all Subscription, Onboarding and Set-Up fees ("Subscription Fees") and Professional Service fees ("Professional Service Fees", collectively the "Fees") as set forth in an Order Form within thirty (30) days of the date of NEOGOV's invoice. Fees shall be invoiced annually in advance and in a single invoice for each Term. Unless explicitly stated otherwise in an Order Form, all payments due under an Order Form are expressed in and shall be paid in U.S. dollars. Invoices shall be delivered to the stated "Bill To" party on the Order Form. Unless explicitly provided otherwise, once placed the Order Form is non-cancellable and sums paid nonrefundable. Any invoiced amount that is not received by NEOGOV when due as set forth in an Order Form will be subject to a late payment fee of 1.5% per month or the maximum rate permitted by law, whichever is lower. If any amount owing by Customer is more than 30 days overdue, NEOGOV may, without limiting its other rights and remedies, suspend the Services until such amounts are paid in full. If Subscription Fees are based upon the Authorized User or employee count as may be specified in an Order Form, Customer shall owe NEOGOV supplemental Subscription Fees to the extent Customer exceeds the number of Authorized Users or employees set forth in the Order Form. Except as otherwise specifically stated in the Order Form, NEOGOV may change the charges for the Services with effect from the start of each Renewal Term by providing Customer with new pricing at least thirty (30) day notice prior to commencement of a Renewal Term. The new pricing shall be deemed to be effective if Customer (a) returns an executed Order Form to NEOGOV, (b) remits payment to NEOGOV of the fees set forth in the invoice referencing the new pricing, or (c) the Customer or any of its Authorized Users access or use the Services after the expiration of the previous Term.

   b) Taxes. Customer will pay all taxes, duties and levies imposed by all federal, state, and local authorities (including, without limitation, export, sales, use, excise, and value-added taxes) based on the transactions or payments under this Agreement, except those taxes imposed or based on NEOGOV's net income or those exempt by applicable state law. Customer shall provide NEOGOV with a certificate or other evidence of such exemption within ten (10) days after the Effective Date of this Agreement and thereafter upon NEOGOV's request therefor.

   c) Purchase Orders. Any reference to a purchase order in an Order Form or any associated invoice is solely for Customer's convenience in record keeping, and no such reference or any delivery of services to Customer following receipt of any purchase order shall be deemed an acknowledgement of or an agreement to any terms or conditions referenced or included in any such purchase order. If a purchase order is delivered by Customer in connection with the purchase of Services, none of the terms and conditions contained in such purchase order shall have any effect or modify or supersede the terms and conditions of this Agreement. NEOGOV's failure to object to terms contained in any such purchase order shall not be a waiver of the terms set forth in this provision or in this Agreement.

6. Term and Termination.

a) Term. This Agreement shall commence on the Effective Date and shall remain in effect until all SaaS Subscriptions have expired and/or both parties have achieved full performance of Professional Services, unless it is terminated earlier in accordance with this Agreement.

b) Termination for Cause; Effect of Termination. Either Party may terminate this Agreement immediately if the other is in material breach of this Agreement and such breach is not cured within thirty (30) days following non-breaching party's written specification of the breach. NEOGOV may suspend the Services or terminate this Agreement immediately in the event the Services or Customer's use of the Services provided hereunder pose a security risk to the Services, NEOGOV or any third party, or become illegal or contrary to any applicable law, rule, regulation, or public policy. Upon expiration or any termination of this Agreement, Customer shall cease all use and refrain from all further use of the Services and other NEOGOV Intellectual Property. Additionally, Customer shall be obligated to pay, as of the effective date of such expiration or termination, all amounts due and unpaid to NEOGOV under this Agreement. Unless otherwise specified, following 90 days after expiration or termination of the Agreement after expiration or termination of this Agreement NEOGOV may remove Customer Data from NEOGOV Services and without Customer consent or notice.

7. Audit Rights. Upon reasonable notice, NEOGOV or its agent shall have the right to audit Customer's records relating to its compliance with this Agreement for data reported by Customer that affects product pricing such as employee counts. Customer shall cooperate fully with this audit. If any audit conducted under this Section indicates that any amount due to NEOGOV was underpaid, Customer shall within three (3) business days pay to NEOGOV the amount due. All expenses associated with any such audit shall be paid by NEOGOV unless the audit reveals underpayment in excess of five percent (5%), in which case Customer shall pay such expenses as well as any amount due to NEOGOV.

8. Maintenance; Modifications; Support Services. \

a) Maintenance, Updates, Upgrades. NEOGOV maintains NEOGOV's hardware and software infrastructure for the Services and is responsible for maintaining the NEOGOV server operation and NEOGOV database security. NEOGOV may in its sole discretion, periodically modify, Update, and Upgrade the features, components, and functionality of the Services during the Term. "Update" means any update, bug fix, patch or correction of the Services or underlying NEOGOV software that NEOGOV makes generally available to its customers of the same module, excluding Upgrades. Updates are automatic and available upon Customer's next login to the Services following an Update at no additional cost to Customer. "Upgrade" means any update of the Services or underlying NEOGOV software such as platform updates, and major product enhancements and/or new features that NEOGOV makes commercially available. NEOGOV shall have no obligation to provide Upgrades to customers and retains the right to offer Upgrades free of cost or on a per customer basis at additional cost. NEOGOV shall have no liability for, or any obligations to, investments in, or modifications to Customer's hardware, systems or other software which may be necessary to use or access the Services due to a modification, Update, or Upgrade of the Services.

b) Program Documentation; Training Materials. "Program Documentation" shall mean all user guides, training, and implementation material, and Service descriptions provided by NEOGOV to Customer in connection with the Services. NEOGOV hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use, print, and distribute internally via non-public platforms, the Program Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services. Primary training of NEOGOV Services is conducted by self-review of online materials. NEOGOV's pre-built, online training consists of a series of tutorials to introduce the standard features and functions (the "Training Materials"). The Training Materials may be used as reference material by Customer Personnel conducting day-to-day activities.

c) Implementation. For Services requiring implementation, NEOGOV implementation supplements the Training Materials and is conducted off-site unless otherwise agreed in the Order Form. For an additional fee as detailed on an applicable Order Form, NEOGOV personnel will provide consultation on best practices for setting up the Services, answer Customer questions during the implementation period, and use commercially reasonable efforts to ensure Authorized User Admins grasp the system. The length of the implementation time is dependent on the type of Service and the Customer's responsiveness. NEOGOV is not responsible or liable for any delay or failure to perform implementation caused in whole or in part by Customer's delay in performing its obligations hereunder and, in the event of any such delay, NEOGOV may, in its sole discretion, extend all performance dates as NEOGOV deems reasonably necessary.

d) Support. Phone support for the Services is available to Customer Monday through Friday, excluding NEOGOV holidays. Customer may submit a request for online support for the Services 24 hours a day, seven days a week, and the NEOGOV support desk will acknowledge receipt of the request within a reasonable time. The length of time for a resolution of any problem is dependent on the type of case.

e) Limitations. Unless otherwise specified in the Order Form, this Agreement does not obligate NEOGOV to render any maintenance or support services that are not expressly provided herein, including, but not limited to data uploads, manual data entry, migration services, data conversion, refinement, purification, reformatting, SQL dump, or process consultation.

9. NEOGOV Intellectual Property. NEOGOV shall exclusively own all right, title and interest in and to all pre-existing and future intellectual property developed or delivered by NEOGOV including all Services, products, systems, software (including any source code or object code) or Service Specifications related thereto, Updates or Upgrades, trademarks, service marks, logos and other distinctive brand features of NEOGOV and all proprietary rights embodied therein (collectively, the "NEOGOV Intellectual Property"). This Agreement does not convey or transfer title or ownership of the NEOGOV Intellectual Property to Customer or any of its users. All rights not expressly granted herein are reserved by NEOGOV. Other than recommendation use or as required by law, all use of NEOGOV trademarks must be pre-approved by NEOGOV prior to use. Trademarks shall include any word, name, symbol, color, designation or device, or any combination thereof that functions as a source identifier, including any trademark, trade dress, service mark, trade name, logo, design mark, or domain name, whether or not registered.

10. Data Processing and Privacy.

a) Customer Data. "Customer Data" shall mean all data that is owned or developed by Customer, whether provided to NEOGOV by Customer or provided by a third party to NEOGOV in connection with NEOGOV's provision of Services to Customer, including Personnel data collected, loaded into, or located in Customer data files maintained by NEOGOV. NEOGOV Intellectual Property, including but not limited to the Services and all derivative works thereof, NEOGOV Confidential Information, and Platform Data do not fall within the meaning of the term "Customer Data". Customer exclusively owns all right, title, and interest in and to all Customer Data. Customer grants NEOGOV a license to host, use, process, display, create non-personal derivative works of, and transmit Customer Data to provide the Services. NEOGOV reserves the right to delete or disable Customer Data stored, transmitted or published by Customer using the Services upon receipt of a bona fide notification that such content infringes upon the intellectual property rights of others, or if NEOGOV otherwise reasonably believes any such content is in violation of this Agreement.

b) Platform Data. "Platform Data" shall mean any anonymized data reflecting the access to or use of the Services by or on behalf of Customer or any user, including statistical or other analysis and performance information related to the provision and operation of the Services including any end user visit, session, impression, clickthrough or click stream data, as well as log, device, transaction data, or other analysis, information, or data based on or derived from any of the foregoing. NEOGOV shall exclusively own all right, title and interest in and to all Platform Data. Customer acknowledges NEOGOV may compile Platform Data based on Customer Data input into the Services. Customer agrees that NEOGOV may use Platform Data to the extent and in the manner permitted under applicable law. Such anonymized data neither identifies Customer or its users, nor can Customer or any its users can be derived from such data.

c) Data Processing Agreement. To the extent Customer uses the Services to target and collect personal information from users located in the European Union, European Economic Area, or Switzerland (the "EU") or the United Kingdom ("UK"), or has Authorized Users accessing the Services from the EU or UK, the terms of the NEOGOV Data Processing Addendum ("DPA") made available on the NEOGOV Site is hereby incorporated herein by reference and made part of this Agreement.

d) Data Responsibilities.

i) NEOGOV will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of the Customer Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Customer Data by NEOGOV personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by applicable law, or (c) as Customer expressly permits in writing. Customer acknowledges and agrees that it is commercially reasonable for NEOGOV to rely upon the security processes and measures utilized by NEOGOV's cloud infrastructure providers.

ii) Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Data, including but not limited to compliance with applicable laws. NEOGOV will have no responsibility or liability for the accuracy of the Customer Data prior to receipt of such data into the Services. Without limiting the foregoing, Customer shall be solely responsible for and shall comply with all applicable laws and regulations relating to (a) the accuracy and completeness of all information input, submitted, or uploaded to the Services, (b) the privacy of users of the Services, including, without limitation, providing appropriate notices to and obtaining appropriate consents from any individuals to whom Customer Data relates; and (c) the collection, use, modification, alteration, extraction,

retention, copying, external storage, disclosure, transfer, disposal, and other processing of any Customer Data. NEOGOV is not responsible for lost data caused by the action or inaction of Customer or Authorized Users. Unless otherwise mutually agreed in writing, Customer shall not maintain any financial, health, payment card, or similarly sensitive data that imposes specific data security or data protection obligations within the Services. Customer shall provide and institute all appropriate tools and procedures required to ensure the security of its own information system and, more specifically, to prevent, detect and destroy the occurrence of any viruses.

e) Breach Notice. NEOGOV will notify Customer of unauthorized access to, or unauthorized use, loss or disclosure of Customer Data within its custody and control (a "Security Breach") within 72 hours of NEOGOV's confirmation of the nature and extent of the same or when required by applicable law, whichever is earlier. Each party will reasonably cooperate with the other with respect to the investigation and resolution of any Security Breach. If applicable law or Customer's policies require notification of its Authorized Users or others of the Security Breach, Customer shall be responsible for such notification.

f) Data Export, Retention and Destruction. Customer may export or delete Customer Data from the Services at any time during a Subscription Term, using the existing features and functionality of the Services. Customer is solely responsible for its data retention obligations with respect to Customer Data. If and to the extent Customer cannot export or delete Customer Data stored on NEOGOV's systems using the then existing features and functionality of the Services, NEOGOV will, upon Customer's written request, make the Customer Data available for export by Customer or destroy the Customer Data. If Customer requires the Customer Data to be exported in a different format than provided by NEOGOV, such additional services will be subject to a separate agreement on a time and materials basis. Except as otherwise required by applicable law, NEOGOV will have no obligation to maintain or provide any Customer Data more than ninety (90) days after the expiration or termination of this Agreement. Customer acknowledges that it is solely responsible for determining any retention requirements with respect to the Customer Data as required by applicable law and NEOGOV disclaims all liability in connection with such determination. In addition, to the extent Customer requests that NEOGOV retain Customer Data beyond the expiration of the retention period required by applicable law, rule or regulation, NEOGOV disclaims all liability in in connection with retaining such Customer Data including but not limited to any claims related to loss or destruction of such Customer Data.

11. Third Party Services. The Services may permit Customer and its Authorized Users to access services or content provided by third parties through the Services ("Third Party Services"). Customer agrees that NEOGOV is not the original source and shall not be liable for any inaccuracies contained in any content provided in any of the Third Party Services. NEOGOV makes no representations, warranties or guarantees with respect to the Third Party Services or any content contained therein. NEOGOV may discontinue access to any Third Party Services through the Services if the relevant agreement with the applicable third party no longer permits NEOGOV to provide such access. If loss of access to any Third Party Services (to which Customer has a subscription under this Agreement) occurs during a Subscription Term, NEOGOV will refund to Customer any prepaid fees for such Third Party Services covering the remainder of the Subscription Term.

12. Nondisclosure.

a) Definition of Confidential Information. "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer's Confidential Information includes its Customer Data. NEOGOV Confidential Information includes the NEOGOV Intellectual Property and the Services. The Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party.

b) Obligations. The Receiving Party will: (i) use the same degree of care it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care); (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (iii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its employees and contractors who need access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not less protective of the Confidential Information than those herein.

c) Exceptions. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

d) Equitable Relief. The parties recognize and agree for breach of the provisions of the confidentiality obligations set forth in this Section 12, the Disclosing Party is entitled to seek equitable relief (including, without limitation, an injunction) with respect to any such breach or potential breach in addition to any other remedies available to it at law or in equity.

13. Representations, Warranties, and Disclaimers.

a) Mutual Representations. Each party represents and warrants to the other party that (i) it has full power and authority under all relevant laws and regulations and is duly authorized to enter into this Agreement; and (ii) to its knowledge, the execution, delivery and performance of this Agreement by such party does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it.

b) Service Performance Warranty. NEOGOV warrants that it provides the Services using a commercially reasonable level of care and skill and in a professional manner in accordance with generally recognized industry standards for similar services.

c) No Other Warranty. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS WARRANTY SECTION, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, OR THAT ANY ERROR WILL BE CORRECTED.

d) Disclaimer of Actions Caused by and/or Under the Control of Third Parties. NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE NEOGOV SYSTEM AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NEOGOV WILL USE COMMERCIALLY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS OR WITH RESPECT TO ANY THIRD PARTY SERVICES.

e) No Medical Advice. Through certain Services, NEOGOV may make certain telehealth related information available to Customer and/or facilitate user access to telemedicine, expert medical services, and/or emergency medical services. NEOGOV is independent from healthcare providers who provide telemedicine services and is not responsible for such healthcare providers' acts, omissions or for any content or communications made by them. The Services do not provide medical advice and do not create a healthcare provider/patient relationship between Customer and NEOGOV or otherwise. Any Services, or content accessed from the Services, are for informational purposes only and do not constitute medical advice. Customer should seek professional medical advice, diagnosis, and/or treatment for any and all medical conditions, whether as a result of using Services or otherwise. NEOGOV IS NOT RESPONSIBLE OR LIABLE FOR ANY ADVICE, COURSE OF TREATMENT, DIAGNOSIS OR ANY OTHER TREATMENT OR INFORMATION THAT CUSTOMER OR ITS USERS MAY OBTAIN THROUGH THE USE OF THE SERVICES.

14. Indemnification.

a) Customer Indemnity. To the extent permitted by applicable law, Customer will defend and indemnify NEOGOV from and against any claim, demand, suit or proceeding made or brought against NEOGOV (i) by a third party alleging that any Customer Data infringes or misappropriates such third party's intellectual property rights, (ii) in connection with Customer's violation of any applicable laws, or (iii) any claim or allegation by any third party resulting from or related to Customer's or any of its Authorized User's breach of Section 3 of this Agreement.

b) NEOGOV Indemnity. Subject to subsections 14(b)(i) through 14(b)(iii) and 14(c) of this Section, if a third party makes a claim against Customer that any NEOGOV intellectual property furnished by NEOGOV and used by Customer infringes a third party's intellectual property rights, NEOGOV will defend the Customer against the claim and indemnify the Customer from the damages and liabilities awarded by the court to the third-party claiming infringement or the settlement agreed to by NEOGOV.

i) Alternative Resolution. If NEOGOV believes or it is determined that any of the Services may have violated a third party's intellectual property rights, NEOGOV may choose to either modify the Services to be non-infringing or obtain a license to allow for continued use. If these alternatives are not commercially reasonable, NEOGOV may end the subscription or license for the Services and refund a pro-rata portion of any fees covering the whole months that would have remained, absent such early termination, following the effective date of such early termination.

ii) No Duty to Indemnify. NEOGOV will not indemnify Customer if Customer alters the Service or Service Specifications, or uses it outside the scope of use or if Customer uses a version of the Service or Service Specifications which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Services or Service Specifications which was provided to Customer, or if the Customer continues to use the infringing material after the subscription expires. NEOGOV will not indemnify the Customer to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by NEOGOV. NEOGOV will not indemnify Customer for any portion of an infringement claim that is based upon the combination of Service or Service Specifications with any products or services not provided by NEOGOV. NEOGOV will not indemnify Customer for infringement caused by Customer's actions against any third party if the Services as delivered to Customer and used in accordance with the terms of the Agreement would not otherwise infringe any third-party intellectual property rights.

iii) Exclusive Remedy. This Section provides the exclusive remedy for any intellectual property infringement claims or damages against NEOGOV.

c) Indemnification Procedures. In order to receive the indemnities described hereunder, the indemnified party must: (i) promptly notify the indemnifying party, in writing, of any claim; (ii) cooperate reasonably with indemnifying party, at the indemnifying party's expense, in the defense and/or settlement thereof; and (iii) allow the indemnifying party to control the defense and/or settlement thereof except that the indemnifying party may not, without the indemnified party's prior written consent, enter into any settlement that does not unconditionally release the indemnified party from liability. The indemnified party shall have the right to participate in any defense of a claim and/or to be represented by counsel of its own choosing at its own expense, provided that ultimate control of such defense shall remain solely with the indemnifying party.

15. Insurance. *Professional (E&O) Liability/Cyber Liability.* NEOGOV shall maintain Professional Liability, Technology Errors & Omissions Liability, and Network Security & Privacy Liability insurance with limits of two million ($2,000,000) per claim and in the aggregate. NEOGOV will list Customer as an additional insured party under this Commercial General Liability insurance policy, but only to the extent of liabilities falling within NEOGOV'S indemnity obligations pursuant to the terms of this Agreement. Coverage shall include negligent acts or omission in connections with the services, as defined in the Agreement, Cyber Risk insurance arising from destruction or corruption of data, including but not limited to virus transmission, unauthorized access, denial of service, and loss of income from network security failures. . The policy will have a retroactive date of no later than the effective date of this Agreement and coverage shall be maintained for an additional period of three (3) years following termination of the Agreement.

16. Limitations of Liability.

a) EXCLUSION OF DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, INCLUDING FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES; (c) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (d) COST OF REPLACEMENT GOODS OR SERVICES; (e) LOSS OF GOODWILL, LOSS OF BUSINESS OPPORTUNITY OR PROFIT, OR LOSS OF REPUTATION; OR (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

b) CAP ON MONETARY LIABILITY. EXCEPT FOR DAMAGES ARISING OUT OF LIABILITY WHICH CANNOT BE LAWFULLY EXCLUDED OR LIMITED, OR CUSTOMER'S OBLIGATIONS TO MAKE PAYMENT UNDER THIS AGREEMENT, THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY FOR ANY AND ALL CLAIMS AGAINST THE OTHER PARTY UNDER THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED THE AMOUNT OF ALL PAYMENTS ACTUALLY RECEIVED BY NEOGOV FROM CUSTOMER IN CONNECTION WITH THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE DATE OF THE EVENT INITIALLY GIVING RISE TO SUCH LIABILITY. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT.

17. Reimbursement of Costs in Third Party Litigation. With respect to any litigation or other court proceeding involving Customer and a third party, if any subpoena or other legally binding request related to such litigation or court proceeding is served to NEOGOV requesting copies of documents maintained by NEOGOV or otherwise requesting NEOGOV to appear as a witness in any capacity or provide testimony with respect to Customer's documentation, Customer shall reimburse NEOGOV for its actual out-of-pocket costs associated with compliance with such request, including but not limited to NEOGOV's reasonable attorneys' fees. This provision does not apply to matters where NEOGOV is an involved part.

18. Text Message Communications. NEOGOV may offer Personnel the opportunity to receive text messages regarding job application or hiring process reminders, applicant status updates, or other human resource related notices. Since these text message services depend on the functionality of third-party providers, there may be technical delays on the part of those providers. NEOGOV may make commercially reasonable efforts to provide alerts in a timely manner with accurate information, but cannot guarantee the delivery, timeliness, or accuracy of the content of any alert. NEOGOV shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert. NEOGOV cannot vouch for the technical capabilities of any third parties to receive such text messages. To the extent you utilize text messaging features, NEOGOV shall not be responsible for your use of such features. NEOGOV MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY, OR IMPLIED AS TO: (i) THE AVAILABILITY OF TELECOMMUNICATION SERVICES; (ii) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (iii) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS, OR SETTINGS CONNECTED WITH THE SERVICES.

19. Publicity. Unless otherwise provided in the applicable Order Form, NEOGOV may identify Customer as one of its customers and use Customer's logo for such purposes, subject to any trademark usage requirements specified by Customer.

20. Force Majeure. Except for Customer's payment obligations to NEOGOV, neither party shall be liable for any damages, costs, expenses or other consequences incurred by the other party or by any other person or entity for any act, circumstance, event, impediment or occurrence beyond such party's reasonable control, including, without limitation: (a) acts of God; (b) changes in or in the interpretation of any law, rule, regulation or ordinance; (c) strikes, lockouts or other labor problems; (d) transportation delays; (e) unavailability of supplies or materials; (f) fire or explosion; (g) riot, pandemic, military action or usurped power; (h) actions or failures to act on the part of a governmental authority; (i) internet service interruptions or slowdowns, vandalism or cyber-attacks, or (j) any other cause beyond the reasonable control of such party.

21. Independent Contractor; No Third Party Beneficiary; Fulfillment Partners. The relationship of the parties shall be deemed to be that of an independent contractor and nothing contained herein shall be deemed to constitute a partnership between or a joint venture by the parties hereto or constitute either party the employee or agent of the other. Customer acknowledges that nothing in this Agreement gives Customer the right to bind or commit NEOGOV to any agreements with any third parties. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not. NEOGOV may designate any third-party affiliate, or other agent or subcontractor (each a "Fulfillment Partner"), without notice to, or the consent of, Customer, to perform such tasks and functions to complete any Services.

22. Entire Agreement; Amendment; Addendum. This Services Agreement, the Exhibits hereto, each Addendum (as may be applicable pursuant to the terms therein) and documents incorporated herein, the applicable Order Form, and Special Conditions (if any) constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous oral and written statements of any kind whatsoever made by the parties with respect to such subject matter. It is expressly agreed that the terms of this Agreement and any NEOGOV Order Form shall supersede the terms in any non-NEOGOV purchase order or other ordering document. Notwithstanding the foregoing, any conflict of terms shall be resolved by giving priority in accordance with the following order: 1) Special Conditions (if any), 2) NEOGOV Order Form, 3) the NEOGOV Services Agreement, and 4) incorporated documents (including the Exhibits and each applicable Addendum). This Agreement supersedes the terms and conditions of any clickthrough agreement associated with the Services.

This Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the parties to be bound. If you are subscribing for the HRIS or PowerEngage Platform, you hereby specifically agree to the terms of the applicable Addendum set forth on the NEOGOV Site.

23. General.

a) Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the state of California, without giving effect to conflict of law rules. Any legal action or proceeding relating to this Agreement shall be instituted only in any state or federal court in Madera, California for a state legal action or proceeding or Fresno, California for a federal legal action or proceeding.

b) Severability. If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect. Provisions that survive termination or expiration are those relating to, without limitation, accrued rights to payment, acknowledgements and reservations of proprietary rights, confidentiality obligations, warranty disclaimers, and limitations of liability, and others which by their nature are intended to survive.

c) Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given either when personally delivered, one (1) business day following delivery by recognized overnight courier or electronic mail, or three (3) business days following deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested. All such communications shall be sent to (i) Customer at the address set forth in the Order Form and (ii) NEOGOV at the address specified in the applicable Order Form.

d) Waiver. The waiver, express or implied, by either party of any breach of this Agreement by the other party will not waive any subsequent breach by such party of the same or a different kind. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together shall constitute one and the same instrument.

e) Electronic Delivery. Delivery of a copy of this Agreement or an Order Form bearing an original signature by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.

f) Assignment. Neither party may assign this Agreement without the express written approval of the other party. Any attempt at assignment in violation of this Section shall be null and void. NEOGOV may assign or otherwise dispose of this Agreement or any of its contents, or of its right, title or interest therein in the event of a merger, acquisitions or other actual or constructive change of control, regardless of whether NEOGOV is the surviving or disappearing entity.

g) Construction. The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, addendum, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.

h) Subcontractors. For purposes of this Agreement, including any subsequent documentation requested by Customer pursuant to this Agreement, subcontractors are those specifically hired to provide to NEOGOV some or all of the services that are the subject of this Agreement and who will have access to Customer personal data, and does not include the general provision of services or utilities which are also provided to NEOGOV's other customers as well as Customer.

[Signature page to follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the date set forth below, and consent to the Agreement.

Customer	GovermentJobs.com, Inc. (D/B/A/ NEOGOV), on behalf of itself and its subsidiaries PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360)
Entity Name: City of Madera	
Signature:	Signature:
Print Name: Arnoldo Rodriguez	Print Name: Michael Burns
Date: 10/11/2023	Date: 11/1/23

NEOGOV LEGAL
9:28 am, Oct 09 2023

Exhibit A
Government Customer Addendum

If Customer is a Government Customer, the following Government Customer Addendum ("Government Addendum") forms part of the Services Agreement, and in the case of any conflict or inconsistency between the terms and provisions of this Addendum and any other provision of the Services Agreement, the terms of this Government Addendum shall control. For purposes hereof, a "Government Customer" means a Customer which is a (a) U.S. Federal agency, (b) state government, agency, department, or political subdivision (including a city, county or municipal corporation), or (c) instrumentality of any of the foregoing (including a municipal hospital or municipal hospital district, police or fire department, public library, park district, state college or university, Indian tribal economic development organization, or port authority).

1. **Applicability**. The provisions of this Addendum shall apply only if Customer is a Government Customer under the Services Agreement.

2. **Termination for Non-Appropriation of Funds**. If Customer is subject to federal, state or local law which makes Customer's financial obligations under this Services Agreement contingent upon sufficient appropriation of funds by the applicable legislature (or other appropriate governmental body), and if such funds are not forthcoming or are insufficient due to failure of such appropriation, then Customer will have the right to terminate the Services Agreement at no additional cost and with no penalty by giving prior written notice documenting the lack of funding. Customer will provide at least thirty (30) days advance written notice of such termination. Customer will use reasonable efforts to ensure appropriated funds are available. It is expressly agreed that Customer shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its fiscal operations. If Customer terminates the Services Agreement under this Section 2, Customer agrees not to replace the Services with functionally similar products or services for a period of one year after the termination of the Services Agreement.

3. **Indemnification**. If Customer is prohibited by federal, state or local law from agreeing to hold harmless or indemnify third parties, Section 14(a) and the indemnification provision included in Section 17 of the Services Agreement shall not apply to Customer, to the extent disallowed by applicable law.

4. **Open Records**. If the Customer is subject to federal or state public records laws, including laws styled as open records, freedom of information, or sunshine laws ("Open Records Laws") the confidentiality requirements of Section 12 of the Services Agreement apply only to the extent permitted by Open Records Laws applicable to the Customer. This Section is not intended to be a waiver of any of the provisions of the applicable Open Records Laws, including, without limitation, the requirement for the Customer to provide notice and opportunity for NEOGOV to assert an exception to disclosure requirements in accordance with the applicable Open Records laws.

5. **Cooperative Purchasing**. As permitted by law, it is understood and agreed by Customer and NEOGOV that any (i) federal, state, local, tribal, or other municipal government (including all administrative agencies, departments, and offices thereof); (ii) any business enterprise in which a federal, state, local, tribal or other municipal entity has a full, majority, or other controlling interest; and/or (iii) any public school (including without limitation K-12 schools, colleges, universities, and vocational schools) (collectively referred to as the "New Entity") may purchase the Services specified herein in accordance with the terms and conditions of this Agreement. It is also understood and agreed that each New Entity will establish its own contract with NEOGOV, be invoiced therefrom and make its own payments to NEOGOV in accordance with the terms of the contract established between the New Entity and NEOGOV. With respect to any purchases by a New Entity pursuant to this Section, Customer: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of NEOGOV, or such New Entity; (ii) shall not be obligated, liable or responsible for any order made by New Entities or any employee thereof under the agreement or for any payment required to be made with respect to such order; and (iii) shall not be obliged, liable or responsible for any failure by any New Entity to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase under the agreement. Termination of this Agreement shall in no way limit NEOGOV from soliciting, entering into, or continuing a contractual relationship with any New Entity. Any New Entity who purchases Services under this Section hereby represents that is has the authority to use this Services Agreement for the purchase and that the use of the Services Agreement for the purchase is not prohibited by law or procurement regulations applicable to the New Entity.

6. **Subcontractors**. For purposes of this Agreement, including any subsequent documentation requested by Customer pursuant to this Agreement, the term "subcontractors" shall exclude subcontractors (i) who perform routine software development and maintenance services which are not specific to the Customer, and (ii) subcontractors who will not have any access to Customer Data.

Exhibit B
Integration Terms Addendum

NEOGOV offers integrations and platform APIs for integrations to third party systems ("Integration Services"). Customer may use only those Integration Services purchased or subscribed to as listed within the NEOGOV Order Form. The following terms (the "Integration Terms Addendum") shall apply to the extent that Customer utilizes a system integration between the Services and either: (a) an affiliated integrated service, including those found at https://api.neogov.com/connect/marketplace.html and/or https://apidocs.powerdms.com ("Affiliated API") or to the extent that Customer utilizes a system integration between the Services and an unaffiliated third-party service ("Customer Application") integrated using NEOGOV's open API ("Open API"). Integration Services are not available for HRIS Services and this Exhibit B shall not apply to HRIS Services.

1. Provision of Integrations. Subject to and conditioned on compliance with all terms and conditions set forth in this Agreement, NEOGOV hereby grants Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the applicable Term to use and/or access the Affiliated API as described in this Agreement, or the Open API for communication between Customer's human resource related third application(s) that will interoperate with NEOGOV Services (collectively these uses shall be referred to as the "API" or "Integration"). Customer acknowledges there are no implied licenses granted under this Agreement. NEOGOV reserves all rights that are not expressly granted. Customer may not use the API for any other purpose without our prior written consent. Customer may not share the API with any third party, must keep the API and all log-in information secure, and must use the API key as Customer sole means of accessing the API.

2. Integration Intellectual Property. All right, title, and interest in the API and any and all information, data, documents, materials, inventions, technologies, know-how, descriptions, requirements, plans, reports, works, intellectual property, software, hardware, systems, methods, processes, and inventions, customizations, enhancements, improvements and other modifications based on or derived from the API are and will remain, as appropriate, with NEOGOV. All right, title, and interest in and to the third-party materials, includingall intellectual property rights therein, are and will remain with their respective third-party rights holders subject to the terms and conditions of the applicable third-party license agreements. Customer has no right or license with respect to any third-party materials except as expressly licensed under such third-party license agreements.

3. Integration Terms of Use. Except as expressly authorized under this Agreement, you may not remove any proprietary notices from the API; use the API in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property rightor other right of any person, or that violates any applicable law; combine or integrate the API with any software, technology, services, or materials not authorized by NEOGOV; design or permit Customer Application(s) to disable, override, or otherwise interfere with any NEOGOV-implemented communications to end users, consent screens, user settings, alerts, warning, or the like; use the API in any of Customer Application(s) to replicate or attempt to replace the user experience of the Services; or attempt to cloak or conceal Customer identity or the identity of Customer Application(s) when requesting authorization to use the API.

4. Customer Integration Responsibilities. Customer, Customer developed web or other software services or applications, and Customer third-party vendors that integrate with the API (collectively the "Customer Applications"), shall comply with all terms and conditions of this Agreement, all applicable laws, rules, and regulations, and all guidelines, standards, and requirements that may be posted on https://api.neogov.com/connect/index.html and/or https://apidocs.powerdms.com from time to time. In addition, Customer will not use the API in connection with or to promote any products, services, or materials that constitute, promote, or are used primarily for the purpose of dealing in spyware, adware,or other malicious programs or code, counterfeit goods, items subject to U.S. embargo, unsolicited mass distribution of email ("spam"),multi-level marketing proposals, hate materials, hacking, surveillance, interception, or descrambling equipment, libelous, defamatory, obscene, pornographic, abusive, or otherwise offensive content, stolen products, and items used for theft, hazardous materials, or any illegal activities.

5. Cooperation. If applicable, Customer shall timely provide such cooperation, assistance, and information as NEOGOV reasonably requests to enable the API. NEOGOV is not responsible or liable for any late delivery or delay or failure of performance caused in wholeor in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement. NEOGOV will provide Customer maintenance and support services for API issues arising from the information technology designed, developed, and under then current control of NEOGOV. NEOGOV shall have no obligation to provide maintenance or support for issues arising from the inaction or action of Customer or third parties of which are outside NEOGOV control.

6. Provision of Open API. In the event license fees or other payments are not due in exchange for the right to use and access

the Open API, you acknowledge and agree that this arrangement is made in consideration of the mutual covenants set forth in this Agreement, including, without limitation, the disclaimers, exclusions, and limitations of liability set forth herein. Notwithstanding the foregoing, NEOGOV reserves the right to charge for access with effect from the start of each Renewal Term by giving Customer at least ninety (90) day notice prior to commencement of a Renewal Term.

7. API Key. In order to use and access the Open API, you must obtain an Open API key through the registration process. Customer agreesto monitor Customer Applications for any activity that violates applicable laws, rules and regulation, or any terms and conditions of this Agreement, including any fraudulent, inappropriate, or potentially harmful behavior. This Agreement does not entitle Customer to any support for the Open API. You acknowledge that NEOGOV may update or modify the Open API from time to time and at our sole discretion and may require you to obtain and use the most recent version(s). You are required to make any such changes to Customer Applications that are required for integration as a result of such Update at Customer sole cost and expense. Updates may adversely affect how Customer Applications communicate with the Services.

8. Efficient Processing. You must use efficient programming, which will not cause an overwhelming number of requests to be made in too short a period of time, as-determined solely by NEOGOV. If this occurs, NEOGOV reserves the right to throttle your API connections,or suspend or terminate your access to the Open API. NEOGOV shall use reasonable efforts to provide Customer notice and reasonable time to cure prior to taking such actions.

9. Open API Limitations. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL NEOGOVBE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICTLIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, LOST PROFITS, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE OPEN API; OR ANY DAMAGES, IN THE AGGREGATE, IN EXCESS OF FIFTY DOLLARS, EVEN IF NEOGOV HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE OR NEOGOV WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN ONE YEAR AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH CLAIM.

10. Open API Termination. Notwithstanding the additional Termination rights herein, NEOGOV may immediately terminate or suspend Customer access to Open APIs in our sole discretion at any time and for any reason, with or without notice or cause. In addition, your Open API subscription will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.

Exhibit A
Order Form

NEOGOV

NEOGOV

Governmentjobs.com, Inc. (dba "NEOGOV")
2120 Park Pl, Suite 100
El Segundo, CA 90245
United States
billing@neogov.com
Sales Rep: Alex Oberheide

Customer:

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

Quote Valid From: 08/02/2023
Quote Valid To: 10/21/2023

Quote Number: Q-11941
PaymentTerms: Annual,Net 30
Subscription Term in Months: 36

Employee Count: 290
Order Summary

Year 1

Service Description	Start Date	End Date	Term Price (USD)
Custom Bundle Includes Insight License, Onboard License, Candidate Text Messaging (CTM),			$11,021.45
New Hire Export (IN+ON Data) Subscription			$794.20
		Year 1 TOTAL:	$11,815.65

Year 2

Service Description	Start Date	End Date	Term Price (USD)
Custom Bundle Includes Insight License, Onboard License, Candidate Text Messaging (CTM),			$16,031.20
New Hire Export (IN+ON Data) Subscription			$1,155.20
Governmentjobs.com Subscription			$1,000.50
		Year 2 TOTAL:	$18,186.90

Year 3

Service Description	Start Date	End Date	Term Price (USD)
Custom Bundle Includes Insight License, Onboard License, Candidate Text Messaging (CTM),			$21,040.95
New Hire Export (IN+ON Data) Subscription			$1,516.20
Governmentjobs.com Subscription			$2,101.05
		Year 3 TOTAL:	$24,658.20

Year 1

Service Description	Start Date	End Date	Term Price (USD)
Custom Bundle Setup and Training			$9,500.00
New Hire Export (IN+ON) Setup			$0.00
		Year 1 TOTAL:	$9,500.00

ORDER TOTAL (USD) : $64,160.75

A. Terms and Conditions

1. Agreement. This Ordering Document and the Services purchased herein are expressly conditioned upon the acceptance by Customer of the terms of the NEOGOV Services Agreement either affixed hereto or the version most recently published prior to execution of this Ordering Form available at https://www.neogov.com/service-specifications. Unless otherwise stated, all capitalized terms used but not defined in this Order Form shall have the meanings given to them in the NEOGOV Services Agreement.
2. Effectiveness & Modification. Neither Customer nor NEOGOV will be bound by this Ordering Document until it has been signed by its authorized representative (the "Effective Date"). Unless otherwise stated in this Ordering Document, all SaaS Subscriptions shall commence on the Effective Date. This Ordering Document may not be modified or amended except through a written instrument signed by the parties.
3. Summary of Fees. Listed above is a summary of Fees under this Order. Once placed, your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Agreement.
4. Order of Precedence. This Ordering Document shall take precedence in the event of direct conflict with the Services Agreement, applicable Schedules, and Service Specifications.

B. Special Conditions (if any).

- Initial Term: 36 months
- Admission for three (3) City of Madera employees to the 2024 NEOGOV Ignite User Conference shall be included with this order contingent on the order form being signed by Oct 21, 2023

"Madera, City of (CA)"

Signature: Arnoldo Rodriguez

Print Name: Arnoldo Rodriguez

Date: 10/11/2023

Exhibit A
Order Form

NEOGOV

Governmentjobs.com, Inc. (dba "NEOGOV")
2120 Park Pl, Suite 100
El Segundo, CA 90245
United States
billing@neogov.com
Sales Rep: Alan Paul

Customer:

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

Quote Valid From: 6/11/2024
Quote Valid To: 8/30/2024

Quote Number: Q-17594
PaymentTerms: Annual,Net 30
Subscription Term in Months: 37

Employee Count: 290
Order Summary

Pro-Rated Term Incentive Applied to Bundle Rate

Professional Services = 6 Hours of Insight Online Training

Service Description	Type	Start Date	End Date	Term Price (USD)
Perform Subscription	RECURRING	9/1/2024	10/10/2024	$1,228.86
Perform Setup	ONE-TIME			$3,300.00
eForms Subscription	RECURRING	9/1/2024	10/10/2024	$975.25
eForms Setup	ONE-TIME			$1,980.00
Professional Services Online Training	ONE-TIME			$0.00
Pro-Rated Term Incentive Applied to Bundle Rate TOTAL:				$7,484.11

Year 1 Incentive Applied to Bundle Rate

Service Description	Type	Start Date	End Date	Term Price (USD)
Perform Subscription	RECURRING	10/11/2024	10/10/2025	$11,213.30
eForms Subscription	RECURRING	10/11/2024	10/10/2025	$8,899.10
Year 1 Incentive Applied to Bundle Rate TOTAL:				$20,112.40

Year 2 reduced Incentive continued bundle pricing

Service Description	Type	Start Date	End Date	Term Price (USD)
Perform Subscription	RECURRING	10/11/2025	10/10/2026	$13,616.15
eForms Subscription	RECURRING	10/11/2025	10/10/2026	$10,806.05
			Year 2 reduced Incentive continued bundle pricing TOTAL:	$24,422.20

Year 3 Incentive ends, Bundle rate only

Service Description	Type	Start Date	End Date	Term Price (USD)
Perform Subscription	RECURRING	10/11/2026	10/10/2027	$16,819.95
eForms Subscription	RECURRING	10/11/2026	10/10/2027	$13,348.65
			Year 3 Incentive ends, Bundle rate only TOTAL:	$30,168.60

ORDER TOTAL (USD) : $82,187.31

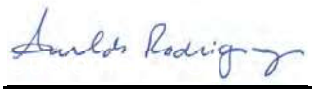
A. Terms and Conditions

1. Agreement. This Ordering Document and the Services purchased herein are expressly conditioned upon the acceptance by Customer of the terms of the NEOGOV Services Agreement either affixed hereto or the version most recently published prior to execution of this Ordering Form available at https://www.neogov.com/service-specifications. Unless otherwise stated, all capitalized terms used but not defined in this Order Form shall have the meanings given to them in the NEOGOV Services Agreement.
2. Effectiveness & Modification. Neither Customer nor NEOGOV will be bound by this Ordering Document until it has been signed by its authorized representative (the "Effective Date"). Unless otherwise stated in this Ordering Document, all SaaS Subscriptions shall commence on the Effective Date. This Ordering Document may not be modified or amended except through a written instrument signed by the parties.
3. Summary of Fees. Listed above is a summary of Fees under this Order. Once placed, your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Agreement.
4. Order of Precedence. This Ordering Document shall take precedence in the event of direct conflict with the Services Agreement, applicable Schedules, and Service Specifications.

B. Special Conditions (if any).

Initial Term Subscription Fees shall be invoiced on September 1, 2024, due net 30 and each anniversary thereafter.
Insight Professional Services Training hours may be used in 2 hours or more increments, they must be used within 90 days of the effective date of this agreement

"Madera, City of (CA)"

Signature: 

Print Name: Arnoldo Rodriguez, City Manager

Date: 8/28/2024

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

_____

Alicia Gonzales, City Clerk

_____

Arnoldo Rodriguez, City Manager

Council Meeting of: April 15, 2026

Agenda Number: B-8

SUBJECT:

Proclamation Recognizing Upstander's Day

RECOMMENDATION:

Adopt a Minute Order Approving a Proclamation Recognizing Upstander's Day

SUMMARY:

The City Council, during its regular meeting on August 2, 2023, adopted a policy governing the guidelines for City-issued Ceremonial Documents. This policy establishes the framework for the issuance of proclamations, ensuring a systematic and transparent process.

The policy allows for proclamations not identified on the list of annual proclamations to be considered on a case-by-case basis, with a written request required 45 days before the requested presentation date.

In this case, Ms. Farrah Williams, representing United UpStanders, Inc., submitted a request on January 5, 2026, for a proclamation recognizing National Upstander's Day recognized on the last Saturday in September.

While National Bullying Prevention Month in October raises critical awareness, establishing a dedicated UpStander's Day adds vital value by focusing on empowerment, positive examples, and actionable behavior. This day reinforces the message that everyone has a role to play. Upstander's Day fills this gap by creating a unified community platform where Madera families, educators, and local leaders come together to learn and take action.

Per the Ceremonial Documents policy, signatures shall be reserved for Councilmembers who vote in the affirmative. For Councilmembers that vote in the negative, their signature block shall be omitted from the ceremonial document unless they notify the City Clerk in writing otherwise at least five business days prior to the meeting when the Proclamation will be issued.

FINANCIAL IMPACT:

There were nominal expenses for the preparation of this report or the proclamation. Costs related to custom supplies such as proclamations, certificates, frames, and folders have been purchased and funds were appropriated in the adopted budget.

ALTERNATIVES:

Council may direct staff to prepare a proclamation. If the majority vote is in the affirmative, staff will proceed with presenting the Proclamation at the September 2, 2026, City Council meeting. In the alternative, Council may:

- Deferral for Further Discussion: Council may opt to defer the decision for further discussion, allowing additional time to address specific concerns or gather more information.
- Denial of Proclamation Request: If the majority vote is not in the affirmative or no action is taken, the request will be considered denied.

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Arnoldo Rodriguez, City Manager

Council Meeting of: April 15, 2026

Agenda Number: B-9

SUBJECT:

City Participation in the National Opioid Settlement Agreements with Six (6) Remnant Defendants

RECOMMENDATION:

Adopt a Resolution:

1. Approving Settlement Agreements and Participation Forms for the City's participation in the National Opioid Settlement Agreements with Associated Pharmacies, Inc. (American Associated Pharmacies); J. M. Smith Corporation; Morris & Dickson Co., L.L.C.; Louisiana Wholesale Drug Company, Inc.; North Carolina Mutual Wholesale Drug Company, Inc.; and United Natural Foods, Inc. (SuperValu), collectively referred to as the Six (6) Remnant Defendants, and authorizing the City Manager to execute all necessary documents and carry out all required actions to ensure the City's participation, including transmittal of executed documents and participation in future related settlements, as applicable.

2. Approving the California State-Subdivision Agreements Regarding Distribution and Use of Settlement Funds relating to the New National Opioid Settlement Agreements with Six (6) Remnant Defendants.

BACKGROUND:

During the last several years, there have been multiple settlement agreements with pharmaceutical companies. These settlements resulted from litigation brought by various States, cities, and counties regarding the distribution and manufacture of opioids and their impact on the national opioid epidemic. Although the City was not a direct party to the litigation, its participation ensured eligibility for settlement funds. The City has participated in the following:

- In 2021, the City entered into settlement agreements with McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation (Distributor Group), as well as Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen

Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. (Manufacturer Group), collectively referred to as the 2021 Settling Defendants.

- In 2023, Council approved the City's participation in additional National Opioid Settlement Agreements with Teva, Allergan, CVS, Walgreens, and Walmart (2023 Settling Defendants).

- The City also approved participation in separate settlements with McKinsey & Company (settled with States beginning in February 2021), as well as with Mallinckrodt and Endo, whose settlement funds are distributed through national bankruptcy trusts rather than the standard "opt-in" settlement process.

- In 2024, the City entered into an agreement with Kroger Co., further expanding its access to opioid settlement proceeds.

- In 2025, the City entered into an agreement with Secondary Manufacturers.

Collectively, these agreements provide critical funding that must be directed toward abatement efforts to address the local effects of the opioid crisis.

The City has the opportunity to participate in a new national opioid settlement known as the Six (6) Remnant Defendants Settlement, which resolves claims against six additional pharmaceutical distributors not included in prior national settlements. This settlement, reached on February 23, 2026, totals up to approximately $98 million nationwide and represents an additional round of litigation involving smaller regional distributors. The defendants include:

- Associated Pharmacies, Inc. (American Associated Pharmacies)
- J.M. Smith Corporation
- Louisiana Wholesale Drug Company, Inc.
- Morris & Dickson Co., L.L.C.
- North Carolina Mutual Wholesale Drug Company, Inc.
- United Natural Foods, Inc. (including subsidiaries)

As with earlier opioid-related settlements, local government participation is required to maximize the total amount directed to California communities. The Six (6) Remnant Defendants' Settlement Agreement requires a critical mass of participation, provides a broad release of the Settling Defendants from opioid-related liability, and authorizes direct or indirect payment of settlement funds to participating local agencies. Additional information about these settlements can be found at the following website: www.nationalopioidsettlement.com.

DISCUSSION:

With respect to the settlement funds, the Six (6) Remnant Defendants' Settlement Agreement is expected to provide approximately $98 million nationwide. This amount assumes maximum

participation. Similar to the 2021, 2023, and 2025 Settlement Agreements, the more local agencies that participate, the more funds will be available to California. Also, like previous opioid Settlement Agreements, the use of the funds is restricted to opioid remediation and abatement programs. By default, these funds are allocated to the County, but the City may elect to receive a direct distribution, and use of the funds requires strict accounting requirements. These requirements only apply to the City if it elects to receive direct distribution and does not apply to the City if the funds go to the County. In terms of enforcement, the State enforces the expenditure requirements.

Approval of Recommendation 1 would authorize the City to participate in the National Opioid Settlements with Six (6) Remnant Defendants on the terms and conditions of those settlement agreements and, further, allow the City Manager to carry out all necessary acts such that the City can participate in the National Opioid Settlements including signing necessary documents and transmittal thereof as necessary. Council approval and authorization to execute and submit all required documents must be completed before May 4, 2026.

Approval of Recommendation 2 would approve the California State-Subdivision Agreements Regarding Distribution and Use of Settlement Funds relating to the New National Opioid Settlement Agreements with Six (6) Remnant Defendants.

FINANCIAL IMPACT:

The City's share of the settlement is expected to be approximately $4,160; however, allocations depend on the level of participation by local agencies. Settlement funds are typically distributed over a period of 5 to 15 years, depending on the specific agreement. As the Six (6) Remnant Defendants' Agreement is relatively new, limited information is currently available. It is anticipated that this settlement will be distributed over approximately 4 to 7 years, though this timeframe is still being finalized.

To date, the City has received $397,345 in opioid-related settlement funds and has expended $70,000. The anticipated expenditures for FY 2025/26 is $261,465. Funds expended to date have been dedicated to Police Officer salaries, with specific focus on opioid overdose prevention and remediation efforts. Table 1 below summarizes the defendants with whom the City has entered into settlement agreements and the corresponding allocations received from 2022 to the present.

Table 1: *Opioid settlement payment summary (1)*												
Date	Total	Distributors (2)	Janssen (2)	Mallinckrodt (3)	Teva (4)	CVS (4)	Allergan (4)	Walgreens (4)	Walmart (4)	McKinsey (5)	Endo (3)	Kroger (6)
11/22/22	21,285	21,285										
1/6/23	22,370		22,370									
3/3/23	3,491			3,491								
3/8/23	25,257		25,257									
7/28/23	13,301		13,301									
8/7/23	18,851	18,851										
1/18/24	4,107			4,107								
5/16/24	10,590	10,590										
7/23/24	20,841		20,841									
8/28/24	23,843	23,843										
8/28/24	7,228				7,228							
8/28/24	7,008				7,008							
8/28/24	9,095					9,095						
8/28/24	7,130					7,130						
8/28/24	7,957						7,957					
8/28/24	7,695						7,695					
8/28/24	10,671							10,671				
8/28/24	7,044							7,044				
8/28/24	66,982								66,982			
9/27/24	5,744									5,744		
10/21/24	7,188										7,188	
4/22/25	7,044							7,044				
7/24/25	3,008											3,008
7/24/25	2,861											2,861
7/24/25	23,060		23,060									

8/15/25	23,843	23,843										
8/21/25	7,695						7,695					
12/8/25	14,249					14,249						
12/8/25	7,008				7,008							
12/8/25	900								900			
Total	**397,345**	**98,411**	**104,828**	**7,598**	**21,244**	**30,475**	**23,348**	**24,758**	**67,882**	**5,744**	**7,188**	**5,869**
1. All figures are in US $ and rounded to nearest dollar. Figures may not sum due to rounding.												
2. In 2021, the City entered into settlement agreements with the Distributors and Manufacturers (collectively referred to as the "2021 Settling Defendants").												
3. Mallinckrodt and Endo settlement funds flow through national bankruptcy trusts and do not follow the same "opt-in" process as the national settlements.												
4. In 2023, the City entered into settlement agreements with Teva, Allergan, Walmart, Walgreens, and CVS (the "2023 Settling Defendants").												
5. McKinsey & Company is separate from the "national settlement" buckets; states settled in February 2021, with additional federal and other agreements following.												
6. In 2024, the City entered into a settlement agreement with Kroger Co.												

ALTERNATIVES:

1. Decline participation, thereby foregoing the opportunity to receive settlement funds associated with this agreement.
2. Elect to defer the City's allocation to Madera County.

ATTACHMENTS:

1. Resolution (attached)
2. Six (6) Remnant Defendants' Settlement Agreement Among Participating Subdivisions and Remnant Defendants, including:

    - Exhibit A – List of Actions
    - Exhibit B – Alleged Harms
    - Exhibit C – List of Litigating Subdivisions
    - Exhibit D – List of Opioid Remediation Uses
    - Exhibit E – Plan of Allocation
    - Exhibit F – List of Affiliates
    - Exhibit G – Combined Subdivision Participation Form
    - Exhibit H – Attorneys' Fees & Costs
    - DocuSign Instructions for Remnant Settlement Participation Agreements

    These documents can be accessed at https://nationalopioidsettlement.com/remnant-settlements/

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AUTHORIZING SETTLEMENT AGREEMENT(S) WITH SIX (6) REMNANT DEFENDANTS AND ENTRY INTO PARTICIPATION AND ALLOCATION AGREEMENTS

WHEREAS, the Madera City Council recognizes the harms caused to its residents by the opioid epidemic, the need to hold responsible those entities that created said harm, and the need to fund various programs to mitigate the harm caused; and

WHEREAS, in 2023, 2024, and 2025, the Madera City Council approved and authorized the settlements with and released claims against Defendants Teva, Allergan, Walmart, Walgreens, CVS, Kroger Co., Secondary Manufacturers and their respective affiliates, in exchange for the consideration set forth in the Settlement Agreements and according to the terms set forth in the State of California; and

WHEREAS, in 2026 proposed nationwide settlements (the "Six Remnant Defendants") have been reached with the following six opioids manufacturers: Associated Pharmacies, Inc. (American Associated Pharmacies), J.M. Smith Corporation, Louisiana Wholesale Drug Company, Inc., Morris & Dickson Co., L.L.C., North Carolina Mutual Wholesale Drug Company, Inc., United Natural Foods, Inc. (including subsidiaries); and

WHEREAS the Six (6) Remnant Defendants' Settlements carry a maximum total potential settlement amount of approximately $98,000,000, of which, the City of Madera can expect to receive a potential amount of approximately $4,160; and

WHEREAS, the total amount owed under the Six (6) Remnant Defendants' Settlements is now dependent on a number of factors, including the total number of subdivisions signing the Six (6) Remnant Defendants' Combined Subdivision Participation and Release Form to join in the Six (6) Remnant Defendants' Settlements; and

WHEREAS, local governments in the National Prescription Opiate Litigation have engaged in extensive discussions with the State Attorney General's Office ("AGO") as to how the California Opioid Funds will be allocated, which has resulted in the Settlements Agreement Among Participating Subdivisions and Remnant Defendants; and

WHEREAS, the percentage from the Abatement Accounts Fund allocated to each CA Participating Subdivision is set forth in the Six (6) Remnant Defendants' Settlement Agreements provided to the City Council with this Resolution. The City's share of the CA Abatement Accounts Fund will be a product of the total in the CA Abatement Accounts Fund multiplied by the City's percentage set forth in Exhibit E of the Agreements; and,

WHEREAS, a Participating Subdivision that is a city will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision. The Local Allocation share

for a city that is a Participating Subdivision will be paid to the county in which the city is located, unless the city elects to take a direct election of the settlement funds, so long as: (a) the county is a Participating Subdivision, and (b) the city has not advised the Settlement Fund Administrator that it requests direct payment at least 60 days prior to a Payment Date; and,

WHEREAS, the City is eligible to participate in the Settlement and become a Participating Subdivision; and,

WHEREAS, it the intent of this Resolution is to authorize the City to enter into the New Opioid Settlement Agreements with Six (6) Remnant Defendants by executing the associated Participation Agreements and to enter into the Allocation Agreements by executing the signature pages to that agreement by May 4, 2026.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Madera as follows:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Approval and Authorization. The City Manager is hereby approved and authorized to settle and release the City's claims against the Six (6) Remnant Defendants in exchange for the consideration set forth in the Settlement Agreements, Participation Agreements, Allocation Agreements, and all exhibits thereto.

Section 3. Further Acts. The City Manager is hereby authorized to carry out all necessary acts such that the City can participate in the New Opioid Settlement Agreements, including, without limitation, execution (as necessary) of the Participation Agreements, Settlement Agreements, Allocation Agreements; and all related documents and the transmittal of thereof as necessary and appropriate.

Section 4. Ratification. All actions heretofore taken by the City Council and other appropriate public officers and agents of the City with respect to the matters contemplated under this Resolution are hereby ratified, confirmed and approved.

Section 5. It is anticipated that there will be further National Opioid settlements in the future. The City Council further authorizes, and delegates authority to, the City Manager to carry out all necessary acts to participate in, and effectuate, the National Opioid Settlements, including, but not limited to, execution of all future settlements and related documents subject to approval as to legal form from the City Attorney.

Section 6. Effective Date. This Resolution shall immediately take effect upon passage.

*****

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Joseph Hebert

Joseph Hebert, Parks & Community Services Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: April 15, 2026

Agenda Number: B-10

SUBJECT:

Community Cleanup and Employment Pathway Grant – Revised Restricted Grant Agreement

RECOMMENDATION:

Adopt a Resolution approving a revised Restricted Grant Agreement between the State of California, acting by and through its Department of Transportation, referred herein as Caltrans, and the City of Madera for the Community Cleanup and Employment Pathway Grant in the amount of $300,000, rescinding Resolution Number 26-46.

SUMMARY:

On March 18, 2026, the Council approved Resolution Number 26-46, authorizing the approval of a Restricted Grant Agreement (RGA) between the State of California, Department of Transportation (Caltrans), and the City of Madera for the Community Cleanup and Employment Pathway (CCEP) Grant in the amount of $300,000.

On March 24, 2026, Caltrans contacted the City to inform staff of a revised RGA template. The changes are minimal, but do require reapproval from the Council for execution.

DISCUSSION:

On September 5, 2025, Caltrans released a Call for Proposals regarding the CCEP Grant. The grant program is designed to support litter abatement and public space beautification efforts on locally owned public right-of-way, while creating workforce development opportunities for individuals facing barriers to employment.

The City submitted a proposal on October 31, 2025.

On February 19, 2026, the City was notified by Caltrans of being awarded a CCEP allocation in the amount of $300,000 for the "City of Madera Keep Our City Clean" project.

Staff presented the RGA to Council on March 18, 2026. On March 24, 2026, Caltrans contacted staff to share the RGA template had been revised with minimal changes. These changes specifically are:

1. The RGA now contains an assigned "Project No.; CCEP-5157 (143)" as part of the header on all pages.
2. Caltrans Headquarters needed to verify the funds for the $300,000 allocation. Page 4 of 19 of the RGA now includes the Accounting Officer Signature certifying that budgeted funds are available for encumbrance.
3. The Period of Performance, page 5 of 19, clarifies the grant performance timeframe. Reimbursable work shall begin no earlier than April 15, 2026. All reimbursable work shall terminate no later than July 30, 2027. Project closeout and final invoicing must be submitted to Caltrans no later than November 30, 2027.

FINANCIAL IMPACT:

No additional impact is associated with the revisions to the RGA.

ALTERNATIVES:

Council may choose not to accept the revised $300,000 CCEP award and reject entering into the Restricted Grant Agreement altogether. All activities and commitments by the City related to the CCEP proposal would not be carried out.

Council may choose to request additional information be brought forth at a later meeting. This action may delay the execution of the Restricted Grant Agreement, affecting allowable reimbursement for eligible activities.

ATTACHMENTS:

1. Resolution approving a revised Restricted Grant Agreement between the State of California, acting by and through its Department of Transportation, referred herein as Caltrans, and the City of Madera for the Community Cleanup and Employment Pathway Grant in the amount of $300,000, rescinding Resolution Number 26-46
    a. Exhibit A: Restricted Grant Agreement

ATTACHMENT 1

Resolution Approving a revised Restricted Grant Agreement between the State of California, acting by and through its Department of Transportation, referred herein as Caltrans, and the City of Madera for the Community Cleanup and Employment Pathway Grant in the amount of $300,000, rescinding Resolution Number 26-46

Exhibit A: Restricted Grant Agreement

RESOLUTION NO. 26 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING A REVISED RESTRICTED GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA, ACTING BY AND THROUGH ITS DEPARTMENT OF TRANSPORTATION, REFERRED HEREIN AS CALTRANS, AND THE CITY OF MADERA FOR THE COMMUNITY CLEANUP AND EMPLOYMENT PATHWAY GRANT IN THE AMOUNT OF $300,000, RESCINDING RESOLUTION NUMBER 26-46

WHEREAS, on September 5, 2025, Caltrans released a Call for Proposals: Clean California Community Clean Up and Employment Pathway (CCEP) Grant; and

WHEREAS, the City submitted a proposal requesting $300,000 in grant funding towards CCEP objectives; and

WHEREAS, on February 19, 2026, Caltrans reached out to the City to confirm the award of $300,000; and

WHEREAS, on March 18, 2026, Council approved Resolution No. 26-46, authorizing a Restricted Grant Agreement (RGA) between Caltrans and the City of Madera, for the $300,000 CCEP grant award; and

WHEREAS, on March 24, 2026, Caltrans contacted the City with a revised RGA; and

WHEREAS, the City wishes to enter into the revised RGA for the $300,000 grant award under the CCEP grant; and

WHEREAS, this action requires rescinding Resolution No. 26-46.

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 revised Restricted Grant Agreement, in the amount of $300,000 under the Clean California Community Clean Up and Employment Pathway Grant, is approved, a copy of which is attached hereto as Exhibit A and referred to for particulars.
3. This Resolution rescinds and supersedes Resolution No. 26-46.
4. This Resolution is effective immediately upon adoption.

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Exhibit A: Restricted Grant Agreement

Clean California Local Grant Program (State)

Restricted Grant Agreement

This Restricted Grant Agreement (RGA), between the State of California acting by and through its Department of Transportation, referred to herein as **CALTRANS**, and the **City of Madera**, hereinafter referred to as **AGENCY**, will commence on **April 15, 2026**, or upon approval by **CALTRANS**, whichever occurs later. This RGA is of no effect unless approved by **CALTRANS**. **AGENCY** shall not receive payment for work performed prior to approval of this RGA and before receipt of Notice to Proceed from **CALTRANS**. This RGA shall expire on **November 30, 2027**.

Recitals

1. Under this RGA, **CALTRANS** intends to convey State restricted grant funds to **AGENCY**, pursuant to Budget Act Line Item 2660-130-0001, who will implement the project pursuant to the attached Approved Grant Application and Amendment(s) to Grant Application, Attachment III under the terms, covenants, and conditions of this RGA.
2. **CALTRANS** and **AGENCY** intend that only funds that are authorized as restricted grants will be subject to this RGA, and that no funds that should be the subject of a Joint Powers Agreement, Interagency Agreement, or other non-grant agreement shall be subject to this RGA.
3. WHEREAS, the Clean CA Program, through its Clean CA Local Grants Program, is authorized under California Streets and Highways Code Section 91.41 to provide funding and resources to support local projects that advance the program's goals and objectives;
4. WHEREAS, California Streets and Highways Code Section 91.41 provides the legislative authority for the Clean CA Program to advance the following intent and objectives:
    a. Reduce Waste and Beautify Public Spaces: The primary goal of the program is to allocate grants to local and regional public agencies, transit agencies, and tribal governments to reduce waste and debris within public rights-of-way, tribal lands, parks, pathways, transit centers, and other public spaces. The program aims to enhance, rehabilitate, restore, or install measures to beautify and improve these public spaces.
    b. Improve Public Health and Community Placemaking: The program seeks to enhance public health, cultural connection, and community placemaking by improving public spaces for walking and recreation. By investing in the improvement of these spaces, it aims to create a positive and welcoming environment for the community.
    c. Promote Equity for Underserved Communities: The program places a strong emphasis on advancing equity for underserved communities.
    d. Support Sustainable Practices: The program encourages the implementation of sustainable practices in the beautification and enhancement of public spaces. This includes greening efforts, such as providing shade and reducing the urban heat island effect, as well as using native, low-water plants.
    e. Engage Local Communities: The program promotes community engagement by requiring project proposals to reflect community priorities. It encourages the involvement of local communities in the development and selection of projects to ensure they meet the needs and preferences of the affected population.
    f. Prohibit Displacement of Persons Experiencing Homelessness: The program prohibits grants from funding projects that displace persons experiencing homelessness. This

reflects the intention to address public space improvements without negatively impacting vulnerable populations.

g. Transparent and Efficient Grant Allocation: The program requires the program to issue a call for projects and announce grant awards. The guidelines for allocating grants must include project selection criteria and program evaluation metrics.

5. WHEREAS, the purpose of this RGA is to authorize Caltrans districts to enter into agreements with local agencies to support the development, implementation, and funding of local agencies partnership projects that align with the goals and priorities of the Clean CA Program and comply with California Streets and Highways Code Section 91.41;
6. WHEREAS, this RGA establishes a framework for Caltrans districts to provide financial contributions and other assistance to local agencies, fostering effective collaboration and coordination to deliver successful transit partnership projects;
7. WHEREAS, this RGA emphasizes transparency, objective evaluation, and fair allocation of resources, ensuring that projects scoring higher based on established criteria receive prioritization for funding and implementation;
8. WHEREAS, the Clean CA Program facilitates collaboration between Caltrans districts and local agencies to support litter abatement and public space beautification efforts on locally owned public right-of-way while creating workforce development opportunities for individuals facing barriers to employment that align with the goals and priorities of the Clean CA Program and comply with California Streets and Highways Code Section 91.41;
9. WHEREAS, the Clean CA Program, in partnership with Caltrans districts, seeks to enhance local right-of-way areas to address waste management challenges, graffiti mitigation, and public space beautification, thereby contributing to create cleaner, safer, and more equitable public spaces throughout California;
10. WHEREAS, the Clean CA Program, established by the State of California, is a transformative initiative which promotes sustainable transportation alternatives, reducing greenhouse gas emissions, and combatting climate change to improve the overall quality of life for residents and visitors of California;
11. WHEREAS, the Clean CA Program envisions a comprehensive approach to address transportation challenges, enhance transit infrastructure, and support local agencies in their efforts to create efficient, safe, and environmentally friendly transit options;
12. NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the Parties enter into this RGA to advance the purpose and intent of the Clean CA transit initiative, harnessing the legislative authority provided under California Streets and Highways Code Section 91.41, and collaborating on transit partnership projects that contribute to a sustainable, innovative, and well-connected transportation network throughout the State of California.

Now, Therefore, based upon the terms, covenants, and conditions of this RGA, the parties agree as follows:

Section I

AGENCY Agrees:

To timely and satisfactorily complete all Project work described in **Attachment III** (“Project Work”) within the project budget and in accordance with the items of this RGA.

Section II

CALTRANS Agrees:

That when conducting an audit of the costs claimed by **AGENCY** under the provisions of this RGA, to conduct the audit in accordance with applicable laws and regulations.

Section III

It Is Mutually Agreed:

1. Under this RGA, **CALTRANS** will convey State grant restricted funds to **AGENCY**, pursuant to Budget Act Line Item 2660-130-0001, and **AGENCY** will use the funds to only conduct the scope of work identified in this agreement and authorized by Streets and Highway Code section 91.41 The funds subject to this RGA must be identified as available to a public entity that is responsible for implementing the scope of work authorized under the Clean California Program in **CALTRANS**' budget, and **AGENCY** represents and warrants that it is a public entity that is responsible for implementing the scope of work authorized under the Clean California Program.
2. Under this restricted grant, funds may be only used for the purposes set forth in this RGA, **AGENCY** Resolution **(Attachment IV),** Approved Grant Application and Amendment(s) to Grant Application **(Attachment III)**, and the Grant Program Guidelines (**Attachment I**), and the funds may only be used for costs and expenses that are directly related to such purpose.
3. **AGENCY** shall perform all the duties and obligations described in **City of Madera Keep Our City Clean** hereinafter "Project", subject to the terms and conditions of this RGA and Approved Grant Application and Amendment(s) to Grant Application **(Attachment III)**, which are attached hereto as **Attachment III**.
4. The resolution authorizing **AGENCY** to execute this RGA pertaining to the above-described Project is attached hereto as **Attachment IV**.
5. All services performed by **AGENCY** pursuant to this RGA shall be subject to and performed in accordance with California Streets and Highways Code §91.41 including, but not limited to, Government Code Section 14460(a)(1), as well as all applicable Federal, State, and Local laws, regulations, and ordinances, all applicable **CALTRANS** policies and procedures, and all applicable **CALTRANS** published manuals, including, but not limited to, the Grant Program Guidelines (**Attachment I**).
   California Government Code Section 14460(a)(1) provides: "The department **[CALTRANS]**, and external entities that receive state and federal transportation funds from the department, are spending those funds efficiently, effectively, economically, and in compliance with applicable state and Federal requirements. Those external entities include, but are not limited to, private for profit and nonprofit organizations, local transportation agencies, and other local agencies that receive transportation funds either through a contract with the department or through an agreement or grant administered by the department."

6. Project funding is as follows:

Fund Title	Fund Source	Dollar Amount
Clean California Funds	State General Fund (0001) Budget Item 2660-130-0001 State Program Code 20.30.010.900 FY 2025/26	$300,000.00
Local Match	Local Match/In Kind	$ 15,000.00
	Total Project Cost	$315,000.00

For Caltrans Use Only

I hereby Certify upon my own personal knowledge that budgeted funds are available for encumbrance.			
Apicha Xu	Apicha Xu	03/23/26	$300,000.00
Accounting Officer Printed Name	Accounting Officer Signature	Date	Amount Certified

7. This RGA is exempt from the legal review and approval by the Department of General Services, pursuant to Legal Opinions of the Attorney General: 58 Ops. Cal. Atty. Gen. 586 (1975), 63 Ops. Cal. Atty. Gen. 290 (1980), 74 Ops. Cal. Atty. Gen. 10 (1991), and 88 Ops. Cal. Atty. Gen. 56.

8. Notification of Parties

   a. **AGENCY's** Project Manager for Project is Arnoldo Rodriguez @ 559-661-5402.

   b. **CALTRANS'** District Partnership Primary Liaison is Jennifer Nishikawa @ 559-824-9501 and secondary Liaison is Rene Sanchez @ 559-906-0627, "District Partnership Liaison" as used herein includes his/her designee.

   c. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and received by the parties at their respective addresses:

      City of Madera
      Attention: Arnoldo Rodriguez, City Manager
      Phone Number: 559-661-5402
      Email: arodriguez@madera.gov
      205 W. 4th Street
      Madera, California 93637

      California Department of Transportation, District Partnership Liaison
      (District 6/Clean California)
      Attention: Jennifer Nishikawa, Office Chief, D6 Maintenance
      Phone Number: (559) 824-9501
      Jennifer.Nishikawa@dot.ca.gov

1352 W. Olive Ave
Fresno, California 93728

9. Period of Performance

   a. Reimbursable work under this RGA shall begin no earlier than on **April 15, 2026**, following the written approval of **CALTRANS** and **AGENCY's** receipt of the Notice to Proceed letter of this RGA by **CALTRANS**. All reimbursable work shall terminate no later than **July 30, 2027**. Project closeout and final invoicing to **CALTRANS** must be submitted no later than **November 30, 2027**. Work incurred after **July 30, 2027,** will not be reimbursed. Payment shall be forfeit for any and all invoicing submitted to **CALTRANS** after **November 30, 2027**. Notwithstanding the foregoing, Caltrans will reimburse for actual close out costs incurred by **AGENCY** through **November 30, 2027** (which, in total, shall not exceed 5% of the grant award).

   b. If requested by the **CALTRANS District Partnership Liaison, AGENCY** will attend a kickoff meeting with **CALTRANS** to be scheduled within one (1) week from receipt of Notice to Proceed sent by **CALTRANS**.

10. Changes in Terms/Amendments

    This Agreement may only be amended or modified by mutual written agreement of the parties.

11. Cost Limitation

    a. The maximum total amount granted and reimbursable to **AGENCY** pursuant to this RGA by **CALTRANS** shall not exceed **$300,000.00**.

    b. It is agreed and understood that the Clean CA funds are limited to the amount granted. **CALTRANS** will only reimburse the cost of services actually incurred in accordance with the provisions of this RGA and as authorized by the **CALTRANS District Partnership Liaison** at or below that fund limitation established herein.

12. Termination

    a. **CALTRANS** reserves the right to terminate this RGA upon written notice to **AGENCY** at least 30 days in advance of the effective date of such termination in the event **CALTRANS** determines (at its sole discretion) that **AGENCY** failed to proceed with PROJECT Work in accordance with the terms of this RGA. In the event of termination for convenience, **CALTRANS** will reimburse **AGENCY** for all allowable, authorized, and non-cancelled costs up to the date of termination. **AGENCY** shall return any unused advance amounts which cannot be supported by eligible expenditure documentation.

    b. This RGA may be terminated by either party for any reason by giving written notice to the other party at least 30 days in advance of the effective date of such termination. In the event of termination for convenience, **CALTRANS** will reimburse **AGENCY** for all costs that are expressly allowable, pre-authorized in writing, and non-cancellable, up to the date of termination.

    c. **AGENCY** has 60 days after the Termination Date to submit accurate invoices to **CALTRANS** to make final allowable payments for Project costs in accordance with the terms of this RGA. Failure to submit invoices within this period of time shall result in a waiver by **AGENCY** of its right to reimbursement of expended costs. Costs that are reimbursed and later determined to be ineligible for reimbursement shall be returned by **AGENCY** to **CALTRANS**.

13. Budget Contingency Clause

    a. It is mutually agreed that if the US Congress or the State Legislature fail to appropriate or allocate funds during the current year and/or any subsequent years covered under this RGA do

not appropriate sufficient funds for the program, this RGA shall be of no further force and effect. In this event, **CALTRANS** shall have no liability to pay any funds whatsoever to **AGENCY** or to furnish any other considerations under this RGA and **AGENCY** shall not be obligated to perform any provisions of this RGA.

b. The certification of FY 2025/26 funds will be contingent upon the passage of the FY 2025/26 Budget. Payment for any work performed that is funded by FY 2025/26 will be delayed if the FY 2025/26 Budget is not signed by June 30, 2025. Pursuant to Government Code (GC), Section 926.10, no late payment penalty shall accrue during any time period for which no Budget Act in effect. If funding for any fiscal year is reduced or deleted by US Congress or State Legislature for purposes of this program, **CALTRANS** shall have the option to either terminate this RGA with no liability occurring to **CALTRANS** or offer an RGA Amendment to **AGENCY** to reflect reduced amount.

14. Payment and Invoicing

a. **AGENCY**, its contractors, subcontractors and sub-recipients, shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line. The accounting system of **AGENCY**, its contractors, all subcontractors, and sub-recipients shall conform to Generally Accepted Accounting Principles (GAAP) and any standards specified by the source of funds, to enable the determination of incurred costs at interim points of completion, and to provide support for reimbursement payment vouchers or invoices.

b. The method of payment for this RGA will be based on the actual allowable costs that are incurred in accordance with the provisions of this RGA and in the performance of the Approved Grant Application and Amendment(s) to Grant Application **(Attachment III)**. **CALTRANS** will reimburse **AGENCY** for expended actual allowable direct costs, and including, but not limited to, labor costs, travel, and contracted consultant services costs incurred by **AGENCY** in performance of the Project Work. Indirect costs are reimbursable only if the **AGENCY** has identified the estimated indirect cost rate in **Attachment II** and an approved Indirect Cost Allocation Plan or an Indirect Cost Rate Proposal as set forth in **Section III–Cost Principles, Item 16d**. The total cost shall not exceed the cost reimbursement limitation set forth in **Section III–Cost Limitations, Item 11a**. Actual costs shall not exceed the estimated wage rates, labor costs, travel, and other estimated costs and fees set forth in **Attachment III** without an amendment to this RGA, as agreed between **CALTRANS** and **AGENCY**.

c. Reimbursement of **AGENCY** expenditures will be authorized only for those allowable costs actually incurred by **AGENCY** in accordance with the provisions of this RGA and in the performance of Project Work. **AGENCY** must not only have incurred the expenditures on or after the start date and the issuance of the Notice to Proceed letter for this RGA and before the Expiration Date but must have also paid for those costs to claim any reimbursement.

d. The **AGENCY** indirect cost rate must be approved in writing by the California Department of Transportation Independent Office of Audits and Investigations or federal cognizant agency before any reimbursement payment is made by **CALTRANS** to **AGENCY** for such cost.

e. Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Human Resources for similar employees (i.e. non-represented employees) unless written verification is supplied that government hotel rates were not then commercially available to **AGENCY**, its subrecipients, contractors, and/or subcontractors, at the time and location required as specified in the California Department of Transportation's Travel Guide Exception Process at the following link: https://travelpocketguide.dot.ca.gov/.

Also see website for summary of travel reimbursement rules.

f. **AGENCY** shall submit invoices to **CALTRANS** at least quarterly, but no more frequently than monthly, in arrears upon completion of project tasks, milestone and/or deliverables in accordance with the Project Timeline in **Attachment III** to the satisfaction of **CALTRANS District Partnership Liaison**

g. Invoices shall reference this RGA Number and shall be signed and submitted to **CALTRANS District Partnership Liaison**, as stated in **Section III–Notification of Parties, Item 8c**.

h. Invoices shall include the following information:

   1) Names of the **AGENCY** personnel performing work

   2) Dates and times of Project Work

   3) Locations of Project Work

   4) Itemized costs as set forth in **Attachment III**, including identification of each employee, contractor or subcontractor staff who provided services during the period of the invoice, the number of hours and hourly rates for each employee, contractor, sub-recipient or subcontractor staff member, authorized travel expenses with receipts, receipts for authorized materials or supplies, and contractor, subrecipient and subcontractor invoices.

   5) **AGENCY** shall submit written progress reports with each set of invoices to allow **CALTRANS District Partnership Liaison** to determine if **AGENCY** is performing to expectations, is on schedule, is within funding cost limitations, to communicate interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be developed.

i. Incomplete or inaccurate invoices shall be returned to the **AGENCY** unapproved for correction. Failure to submit invoices on a timely basis may be grounds for termination of this RGA for material breach per Section III–Termination, Item 12.

j. **CALTRANS** will reimburse **AGENCY** for all allowable Project costs at least quarterly, but no more frequently than monthly, in arrears as promptly as **CALTRANS** fiscal procedures permit upon receipt of an itemized signed invoice.

k. The RGA Expiration Date refers to the last date for **AGENCY** to incur valid Project costs or credits and is the date this RGA expires. **AGENCY** has until **July 30, 2027,** to make final allowable payments to Project contractors or vendors, and November 30, 2027, to submit the Project's Final Report, as defined in Attachment I and a final invoice to **CALTRANS** for reimbursement for allowable Project costs. Any unexpended Project funds not invoiced by the 60th day will be reverted and will no longer be accessible to reimburse late Project invoices contractor.

l. The final invoice will be paid upon submission by **AGENCY** to **CALTRANS** and acceptance by **CALTRANS** of the Final Delivery Report. Complete final delivery reports and invoices must be submitted to **CALTRANS** by **November 30, 2027**.

15. Quarterly Progress Reporting

a. AGENCY shall submit written quarterly progress reports to the **CALTRANS District Partnership Liaison** to determine if **AGENCY** is performing to expectations, is on schedule, is within funding cost limitations, to communicate interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be developed.

16. Cost Principles

    a. **AGENCY** agrees to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

    b. **AGENCY** agrees, and will assure that its contractors, sub-recipients, in-kind contributors, and subcontractors will be obligated to agree, that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Project cost items and (b) and (b) all parties shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Every sub-recipient receiving Project funds as a sub-recipient, contractor, or subcontractor under this RGA shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards to the extent applicable.

    c. Any Project costs for which **AGENCY** has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, and/or Part 48, Chapter 1, Part 31, are subject to repayment by **AGENCY** to **CALTRANS**. Should **AGENCY** fail to reimburse moneys due CALTRANS within 30 days of discovery or demand, or within such other period as may be agreed in writing between the parties hereto, **CALTRANS** is authorized to intercept and withhold future payments due **AGENCY** from **CALTRANS** or any third-party source, including, but not limited to, the State Treasurer, the State Controller or any other fund source.

    d. Prior to **AGENCY** seeking reimbursement of indirect costs, **AGENCY** must have identified estimated indirect cost rate in **Attachment II,** prepare and submit annually to **CALTRANS** for review and approval an indirect cost rate proposal and a central service cost allocation plan (if any) in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Chapter 5 of the Local Assistance Procedures Manual which may be accessed at: https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/ch05.pdf

    e. **AGENCY** agrees and shall require that all its agreements with consultants and subrecipients contain provisions requiring adherence to this section in its entirety **except for section c**, **above**.

17. Americans with Disabilities Act

    By signing this Agreement, **AGENCY** assures **CALTRANS** that in the course of performing Project Work, it will fully comply with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, as amended, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 USC Section 12101 et seq.).

18. Iran Contracting Act

    AGENCY must complete and submit to **CALTRANS** the Iran Contracting Act Certification certifying that it is not on the most current DGS list of Entities Prohibited from Contracting with Public Entities in California per the Iran Contracting Act, 2010 (https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-Ineligible-Businesses), before the Agreement has been executed, unless Contractor is exempted from the certification requirement by Public Contract Code Section 2205(c) or (d). If claiming an exemption, the proposed Contractor

shall provide written evidence that supports an exemption under Public Contract Code Section 2203(c) or (d) before execution of the Agreement.

19. Indemnification

    a. Neither **CALTRANS** nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by **AGENCY**, its officers, employees, agents, its contractors, its subrecipients, or its subcontractors under or in connection with any work, authority, or jurisdiction conferred upon **AGENCY** under this RGA. It is understood and agreed that **AGENCY** shall fully defend, indemnify, and save harmless **CALTRANS** and all of **CALTRANS**' officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, including, but not limited to, tortuous, contractual, likeness statutes under California Civil Code §§ 3344 and 3344.1, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by **AGENCY**, its officers, employees, agents, contractors, subrecipients, or subcontractors under this RGA.

    b. **AGENCY** agrees to fully defend, indemnify, and save harmless **CALTRANS** and all of its officers and employees from any and all claims, lawsuits, or legal actions, including reasonable attorneys' fees and legal costs, relating to intellectual property claims arising from or related to the Project and/or any work procured under this RGA, including but not limited to claims based on (1) U.S. federal or state trademark infringement laws, (2) patent infringement laws (3) 17 U.S.C. §§ 101-810 (the Copyright Act of 1976, as modified), (4) 17 U.S.C. § 106A(a) (the Visual Artists Rights Act of 1990, "VARA"), (5) 17 U.S.C. § 113, (6) California Civil Code § 987 (the California Art Preservation Act), California Civil Code §989, or (7) any other rights arising under U.S. federal or state laws or under the laws of any other country that conveys rights and protections of the same nature as those conveyed under 17 U.S.C. §106A(a) and California Civil Code §987, including intellectual property claims arising from or related to breach of contract, inverse condemnation, conversion, and/or taking of property.

20. Nondiscrimination Clause (2 CCR 11105 Clause b)

    a. During the performance of this RGA, the **AGENCY**, its contractors, its subrecipients, and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. **AGENCY** shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

    b. **AGENCY** shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code Sections 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code Sections 11135-11139.5), and the regulations or standards adopted by **CALTRANS** to implement such article.

    c. **AGENCY** shall permit access by representatives of the Department of Fair Employment and Housing and **CALTRANS** upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other

sources of information and its facilities as said Department or **CALTRANS** shall require to ascertain compliance with this clause.

d. **AGENCY** and its contractors, its sub-recipients, and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

e. **AGENCY** shall include the nondiscrimination and compliance provisions of this clause in all agreements with its sub-recipients, contractors, and subcontractors, and shall include a requirement in all agreements with all of same that each of them in turn include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts they enter into to perform work under this RGA.

21. Retention of Records/Audits

a. **AGENCY**, its contractors, subcontractors, and sub-recipients, agree to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

b. **AGENCY**, its contractors, subcontractors, and sub-recipients shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line. The accounting system of **AGENCY**, its contractors, all subcontractors, and sub-recipients shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of **AGENCY**, its contractors, subcontractors and sub-recipients connected with Project performance under this RGA shall be maintained for a minimum of three (3) years from the date of final payment to **AGENCY** and shall be held open to inspection, copying, and audit by representatives of **CALTRANS**, the California State Auditor, and auditors representing the federal government. Copies thereof will be furnished by **AGENCY**, its contractors, its subcontractors, and sub-recipients upon receipt of any request made by **CALTRANS** or its agents. In conducting an audit of the costs and match credits claimed under this RGA, **CALTRANS** will rely to the maximum extent possible on any prior audit of **AGENCY** pursuant to the provisions of State and **AGENCY** law. In the absence of such an audit, any acceptable audit work performed by **AGENCY's** external and internal auditors may be relied upon and used by **CALTRANS** when planning and conducting additional audits.

c. For the purpose of determining compliance with applicable State and **AGENCY** law in connection with the performance of **AGENCY's** contracts with third parties pursuant to Government Code Section 8546.7**, AGENCY**, **AGENCY's** sub-recipients, contractors, subcontractors, and **CALTRANS**, shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire Project period and for three (3) years from the date of final payment to **AGENCY** under this RGA. **CALTRANS**, the California State Auditor, or any duly authorized representative of **CALTRANS** or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to a Project for audits, examinations, excerpts, and transactions, and **AGENCY** shall furnish copies thereof if requested.

d. **AGENCY**, its subrecipients, contractors, and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent

data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by **CALTRANS**, for the purpose of any investigation to ascertain compliance with this RGA.

e. Additionally, all grants may be subject to a pre-award audit prior to execution of this RGA to ensure **AGENCY** has an adequate financial management system in place to accumulate and segregate reasonable, allowable and allocable costs.

f. Any contract with a contractor, subcontractor, or sub-recipient entered into as a result of this RGA shall contain all the provisions of this article.

22. Adjudication of Facts in Disputes

a. Any dispute concerning a question of fact arising under this RGA that is not disposed of by agreement shall be decided by the **CALTRANS** Contract Officer, who may consider any written or verbal evidence submitted by **AGENCY**. The **CALTRANS** Contract Officer shall issue a written decision within 30 days of receipt of the dispute. If **AGENCY** rejects the decision of the **CALTRANS** Contract Officer, **AGENCY** can pursue any and all remedies authorized by law. Neither party waives any rights to pursue remedies authorized by law.

b. Neither the pendency of a dispute nor its consideration by **CALTRANS** Contract Officer will excuse **AGENCY** from full and timely performance in accordance with the terms of this RGA.

23. Third-Party Contracts

a. **AGENCY** shall perform the work contemplated with resources available within its own organization and no portion of the work shall be contracted to a third party without prior written authorization by the **CALTRANS District Partnership Liaison** unless expressly included (subrecipient identified) in **Attachment III** as Project Work.

b. All State-government-funded procurements must be conducted using a fair and competitive procurement process. **AGENCY** may use its own procurement procedures as long as the procedures comply with the local **AGENCY's** laws, rules, and ordinances governing procurement and all applicable provisions of State law, including, without limitation, the requirement that the **AGENCY** endeavor to obtain at least three (3) competitive bids for solicitation of goods, services, and consulting services (see Part 2, Chapter 2, Articles 3 and 4 of the Public Contract Code); a qualifications-based solicitation process, for which statements of qualifications are obtained from at least three (3) qualified firms for architecture and engineering services (see Title 1, Division 5, Chapter 10 of the Government Code); and, the applicable provisions of the State Contracting Manual (SCM), Chapter 5, which are not inconsistent with this **Item 23, Third Party Contracts**. The SCM can be found and the following link: https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting.

c. Any contract entered into as a result of this RGA shall contain all the provisions stipulated in this RGA to be applicable to **AGENCY's** sub-recipients, contractors, and subcontractors. Copies of all agreements with sub-recipients, contractors, and subcontractors, must be submitted to the **CALTRANS District Partnership Liaison**.

d. **CALTRANS** does not have a contractual relationship with the **AGENCY's** subrecipients, contractors, or subcontractors, and the **AGENCY** shall be fully responsible for all work performed by its subrecipients, contractors, or subcontractors.

e. Prior authorization in writing by the **CALTRANS District Partnership Liaison** shall be required before **AGENCY** enters into any non-budgeted sub-agreement. **AGENCY** shall provide an evaluation of the necessity or desirability of incurring such costs. **AGENCY** shall retain all receipts for such purchases or services and shall submit them with invoices per **Section III–Payment and Invoicing**, **Item 14(h)(4)**, **above**.

f. Any contract entered into by **AGENCY** as a result of this RGA shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subrecipients, contractors, and subcontractors, will be allowable as Project costs only after those costs are incurred and paid for by the subrecipients, contractors, and subcontractors. Travel expenses and per diem rates for subcontractors shall be reimbursed pursuant to **Section III–Payment and Invoicing**, **Item 14c**, **above**.

24. Drug-Free Workplace Certification

By signing this RGA, **AGENCY** hereby certifies under penalty of perjury under the laws of California that **AGENCY** will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code Sections 8350 et seq.) and will provide a Drug-Free workplace by doing all of the following:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).

b. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:

1) The dangers of drug abuse in the workplace.

2) The person's or organization's policy of maintaining a Drug-Free workplace.

3) Any available counseling, rehabilitation, and employee assistance programs.

4) Penalties that may be imposed upon employees for drug abuse violations.

c. Provide, as required by Government Code Section 8355(a)(3), that every employee who works on the proposed contract or grant:

1) Will receive a copy of the company's Drug-Free policy statement.

2) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

d. Failure to comply with these requirements may result in suspension of payments under this RGA or termination of this RGA or both, and **AGENCY** may be ineligible for the award of any future state contracts if **CALTRANS** determines that any of the following has occurred: (1) **AGENCY** has made a false certification or, (2) **AGENCY** violates the certification by failing to carry out the requirements as noted above.

25. Relationship of Parties

It is expressly understood that this agreement is executed by and between two (2) independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

26. State-Owned Data

    a. **AGENCY** agrees to comply with the following requirements to ensure the preservation, security, and integrity of State-owned data on portable computing devices and portable electronic storage media:

        1) Encrypt all State-owned data stored on portable computing devices and portable electronic storage media using government-certified Advanced Encryption Standard (AES) cipher algorithm with a 256-bit or 128-bit encryption key to protect **CALTRANS** data stored on every sector of a hard drive, including temp files, cached data, hibernation files, and even unused disk space.

        2) Data encryption shall use cryptographic technology that has been tested and approved against exacting standards, such as FIPS 140-2 Security Requirements for Cryptographic Modules.

        3) Encrypt, as described above, all State-owned data transmitted from one computing device or storage medium to another.

        4) Maintain confidentiality of all State-owned data by limiting data sharing to those individuals contracted to provide services on behalf of the State, and limit use of State information assets for State purposes only.

        5) Install and maintain current anti-virus software, security patches, and upgrades on all computing devices used during the course of the Agreement.

        6) Notify the **CALTRANS District Partnership Liaison** immediately of any actual or attempted violations of security of State-owned data, including lost or stolen computing devices, files, or portable electronic storage media containing State-owned data.

        7) Advise the owner of the State-owned data, the **AGENCY** Information Security Officer, and the **AGENCY** Chief Information Officer of vulnerabilities that may present a threat to the security of State-owned data and of specific means of protecting that State-owned data.

    b. **AGENCY** agrees to use the State-owned data only for State purposes under this Agreement.

    c. **AGENCY** agrees to not transfer State-owned data to any computing system, mobile device, or desktop computer without first establishing the specifications for information integrity and security as established for the original data file(s) (State Administrative Manual (SAM) Section 5335.1).

27. CALTRANS' Use of "Before" and "After" Project Photographs

    a. **AGENCY** acknowledges it provided a "Before" photograph of the Project with the **AGENCY**'s application for the Clean California Local Grant Program. **AGENCY** acknowledges and agrees it must provide an "After" photograph of the Project as part of the close out reporting process.
    b. **AGENCY** warrants it is the copyright owner of the "Before" and "After" Project photographs.
    c. Neither the "Before" nor "After" Project photographs shall include the faces of any individuals.
    d. **AGENCY** grants to **CALTRANS** an irrevocable, perpetual, royalty-free, sublicensable, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of the "Before" and "After" Project photographs, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication.

e. When applicable, **AGENCY** shall obtain and provide to **CALTRANS** any and all documentation **CALTRANS** reasonably determines is necessary or desirable to perfect the license described in this RGA to **CALTRANS**. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.

28. Limited Grant of Rights to **CALTRANS** for Use of Educational Programming ("educational programming") Created or Produced for Project and Visual Art Located Outside of State Right-of-Way ("**Artwork**") Created or Produced for Project

a. Educational programming:

i. **AGENCY** shall obtain from any and all copyright owner(s) of educational programming a sublicensable, irrevocable, perpetual, royalty-free, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of the educational programming created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, exhibition catalogues or other similar publication. **AGENCY** shall obtain any and all other intellectual property rights necessary to make this grant to **CALTRANS** as described in this RGA.

ii. **AGENCY** grants to **CALTRANS** an irrevocable, perpetual, royalty-free, sublicensable, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of the educational programming created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication.

iii. When applicable, **AGENCY** shall obtain and provide to **CALTRANS** any and all documentation **CALTRANS** reasonably determines is necessary or desirable to perfect the license or sublicense described in this RGA to **CALTRANS**. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.

iv. To the extent any logos, including trademarks or service marks, belonging to third parties and/or the **AGENCY** are used on educational programming created or produced for Project under this RGA, **AGENCY** agrees to obtain and grant all necessary rights for **CALTRANS** to use and allow agents of **CALTRANS** to use the logos in connection with use of the educational programming for non-commercial purposes or State government purposes. This includes but is not limited to reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education and exhibition catalogues or other similar publication. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.

b. **Artwork**:

i. **AGENCY** shall obtain from the artist(s), or any other copyright owner(s) of **Artwork**, a sublicensable, irrevocable, perpetual, royalty-free, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of **Artwork** created or produced for Project under this RGA, or

derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication. **AGENCY** shall obtain any and all other intellectual property rights necessary to make this grant to **CALTRANS** as described in this RGA.

ii. **AGENCY** grants to **CALTRANS** an irrevocable, perpetual, royalty-free, sublicensable, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of **Artwork** created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication.

iii. **AGENCY** shall obtain and provide to **CALTRANS** any and all documentation **CALTRANS** reasonably determines is necessary or desirable to perfect the license or sublicense described in this RGA to **CALTRANS**. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.

29. Government Purpose Rights for Inventions

a. Inventions are any idea, methodologies, design, concept, technique, invention, discovery, improvement or development regardless of patentability made solely by **AGENCY** or jointly with the **AGENCY's** contractor, subcontractor and/or subrecipient during the term of this RGA and in performance of any work under this RGA, provided that either the conception or reduction to practice thereof occurs during the term of this RGA and in performance of work issued under this RGA.

b. **CALTRANS** will have Government Purpose Rights to any inventions created as a result of the Project. "Government Purpose Rights" are the unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive rights, and licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose any said invention. "Government Purpose Rights" also include the right to release or disclose said invention(s) outside **CALTRANS** for any State government purpose and to authorize recipients to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the invention(s) for any State government purpose. "Government Purpose Rights" do not include any rights to use, modify, reproduce, perform, release, display, create derivative works from, or disclose the invention(s) for any commercial purpose.

30. Additional Intellectual Property Provisions

a. To the extent any intellectual property is created or produced for Project under this RGA, and not covered in other provisions of this RGA, **AGENCY** agrees to take reasonable steps to ensure that **CALTRANS** has the rights necessary to allow for use of the intellectual property in a fashion substantially similar to other rights for non-commercial uses and State government purposes described in this RGA.

b. If additional uses are reasonably determined to be needed by **CALTRANS** for public outreach purposes, **AGENCY** will obtain rights and grant **CALTRANS** and its agents said additional rights for use of the "Before" and "After" Project photos, **Artwork** created or produced for Project under this RGA, and educational programming created or produced for Project under this RGA.

The grant will be an irrevocable, non-exclusive, perpetual, royalty-free, sublicensable, unlimited, worldwide license.

c. When requested to so do by **AGENCY**, all reproductions and/or copies by **CALTRANS** of "Before" or "After" Project photographs, educational programming, and **Artwork** shall contain a credit to the Artist/ Copyright owner(s) and a copyright notice in substantially the following form: © [Artist/Copyright owner's name, date of publication]. **AGENCY** bears sole responsibility to promptly notify **CALTRANS,** in writing**,** about instances where such accreditation is requested and provide the Artist/ Copyright owner's name and date of publication. **CALTRANS** will make reasonable efforts to affix the copyright notice in a timely manner.

d. Required disclaimer language for educational programming and **Artwork** created or produced for Project under this RGA.

   i. Educational programming: **AGENCY** must place a disclaimer statement in a conspicuous manner on the educational programming created or produced for Project under this RGA a disclaimer that states the content of the educational programming does not reflect the official views or policies of **CALTRANS**. The educational programming does not constitute a standard, specification, or regulation.

   ii. **Artwork**: **AGENCY** must place a disclaimer statement in a conspicuous manner on or in close proximately to the **Artwork** created or produced for Project under this RGA a disclaimer statement that the contents of the artwork do not reflect the official views or policies of **CALTRANS**.

e. Avoidance of Infringement: In performing work under this RGA, **AGENCY** and its employees agree to avoid designing or developing any items that infringe one or more patents or other intellectual property rights of any third party. If **AGENCY** or its employees becomes aware of any such possible infringement in the course of performing any work under this RGA, **AGENCY** or its employees shall immediately notify **CALTRANS** in writing.

f. **Contractors, Subcontractors, and Subrecipients:** Through contract with its sub-recipients, contractors, and subcontractors, **AGENCY** shall affirmatively bind by contract all of its contractors, subcontractors, subrecipients, and service vendors (hereinafter "**AGENCY's Contractor/Subcontractor/Subrecipient**") providing services under this RGA to conform to the provisions of paragraphs 31-33 of this RGA. In performing services under this RGA, **AGENCY's** Contractor/Subcontractor/Subrecipient shall agree to avoid designing or developing any items that infringe one (1) or more patents or other intellectual property rights of any third party. If **AGENCY's** Contractor/Subcontractor/Subrecipient becomes aware of any such possible infringement in the course of performing any work under this RGA, **AGENCY's** Contractor/Subcontractor/Subrecipient shall immediately notify the **AGENCY** in writing, and **AGENCY** will then immediately notify **CALTRANS** in writing.

31. Visual Art Located on California State Right-of-Way

AGENCY agrees if Project involves visual art located on California State right-of-way, Project must be submitted and adhere to **CALTRANS**' most current Transportation Art Proposal process, policies, guidelines, and requirements. Information regarding **CALTRANS**' Transportation Art program can be found at https://dot.ca.gov/programs/design/lap-landscape-architecture-and-community-livability/lap-liv-j-transportation-art. **AGENCY** bears sole responsibility for ensuring that any Project will be timely submitted through **CALTRANS**' Transportation Art Proposal process, approved, and installed prior to any deadlines as required by this RGA.

a. **AGENCY** acknowledges that funds provided by **CALTRANS** under this RGA shall not be used for maintenance outside of the project time limits as provided in this RGA.

b. **AGENCY** acknowledges that the **CALTRANS**' Transportation Art Proposal process requires, among other things, **CALTRANS** ownership of any tangible visual final artwork, an unlimited, irrevocable copyright assignment to **CALTRANS** of the final artwork, and waiver of moral rights under California Civil Code § 987 (the California Art Preservation Act) and 17 U.S.C. § 106A(a) (the Visual Artists Rights Act of 1990, "VARA") of the final artwork.

c. **AGENCY** acknowledges that any submittal to the **CALTRANS**' Transportation Art Proposal process includes restrictions on the type of work that can be located on California State right-of-way.

32. Assumption of Risk and Indemnification Regarding Exposure to Environmental Health Hazards
In addition to, and not a limitation of, **AGENCY's** indemnification obligations contained elsewhere in this Agreement, **AGENCY** hereby assumes all risks of the consequences of exposure of **AGENCY's** employees, agents, Subcontractors, Subcontractors' employees, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, to any and all environmental health hazards, local and otherwise, in connection with the performance of this Agreement. Such hazards include, but are not limited to, bodily injury and/or death resulting in whole or in part from exposure to infectious agents and/or pathogens of any type, kind or origin. **AGENCY** also agrees to take all appropriate safety precautions to prevent any such exposure to **AGENCY's** employees, agents, Subcontractors, Subcontractors' employees, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement. **AGENCY**also agrees to indemnify and hold harmless **CALTRANS**, the State of California, and each and all of their officers, agents and employees, from any and all claims and/or losses accruing or resulting from such exposure. Except as provided by law, **AGENCY** also agrees that the provisions of this paragraph shall apply regardless of the existence or degree of negligence or fault on the part of **CALTRANS**, the State of California, and/or any of their officers, agents and/or employees.

33. Mandatory Organic Waste Recycling
It is understood and agreed that pursuant to Public Resources Code Sections 42649.8 et seq., if **AGENCY** or its subcontractor generates two (2) cubic yards or more of organic waste or commercial solid waste per week, **AGENCY** or its subcontractor shall arrange for organic waste or commercial waste recycling services that separate/source organic waste for organic waste recycling. **AGENCY** shall provide proof of compliance, i.e. organic waste recycling services or commercial waste recycling services that separate/source organic waste recycling, upon request from **CALTRANS District Partnership Liaison**

34. Project Close Out/Closeout Report

a. **AGENCY** will provide a final close out report to the **CALTRANS District Partnership Liaison** no later than November 30, 2027.
CALTRANS reserves the right to inspect the project location prior to approving the final invoice and closeout report.

b. **CALTRANS** reserves the right to withhold final payment to **AGENCY** pending receipt and approval of the final closeout report by the **CALTRANS District Partnership Liaison**.

c. Payments shall be forfeit if invoices are submitted after **November 30, 2027**.

35. ADA Compliance

    All entities that provide electronic or information technology or related services that will be posted online by **CALTRANS** must be in compliance with Government Code Sections 7405 and 11135 and the Web Content Accessibility Guidelines (WCAG) 2.0 or subsequent version, published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success. All entities will respond to and resolve any complaints/deficiencies regarding accessibility brought to their attention.

36. Prevailing Wages and Labor Code Compliance

    AGENCY shall comply with any and all applicable labor and prevailing wage requirements in Labor Code Sections 1720 through 1815 and implementing regulations for any public works or maintenance contracts and subcontracts executed for the **AGENCY**'s work on or for the Project.

37. In the event of any inconsistency between the provisions which constitute this RGA, the following order of precedence shall apply:

    I. This Restricted Grant Agreement (as amended);
    II. The **CALTRANS** Local Grant Program Guidelines;
    III. Approved Indirect Cost Rate (if applicable);
    IV. Approved Grant Application (as amended); and
    V. **AGENCY** Resolution.

38. Survival

    AGENCY's representations, the indemnification provisions in paragraph 21, intellectual property provisions in paragraphs 30, 31, 32, and 33, and all other provisions which by their inherent character establish ongoing obligations shall remain in full force and effect, regardless of any expiration and/or termination of this RGA.

39. Sanctions

    No agreements under this RGA shall be made with individuals and/or entities that are determined to be a target of sanctions by the State of California while such sanctions are in effect.

Section IV

Attachments:

The following attachments are incorporated into and are made a part of this RGA by this reference and attached hereto.

I. Clean CA Community Cleanup and Employment Pathway (CCEP) Grant Program Guidelines
II. Approved Indirect Cost Rate (if applicable)
III. Approved Grant Application and Amendment(s) to Grant Application (if applicable)
IV. **AGENCY** Resolution (N/A)

In Witness Whereof, the parties hereto have executed this RGA on the day and year first herein above written:

AGENCY NAME: CITY OF MADERA

By (signature):

Printed Name:
Cecelia K. Gallegos

Title:
MAYOR

Date:

CALTRANS DISTRICT PARTNERSHIP LIAISON
CLEAN CALIFORNIA PROGRAM

By (signature):

Printed Name:
Jennifer Nishikawa

Title:
D6 Clean California District Partnership Liaison

Date:

CALIFORNIA DEPARTMENT OF TRANSPORTATION
CLEAN CALIFORNIA PROGRAM

By (signature):

Printed Name:
Walter Yu

Title:
Clean California Program Director

Date:

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Joseph Hebert

Joseph Hebert, Parks & Community Services Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: April 15, 2026

Agenda Number: B-11

SUBJECT:

Madera County Food Bank Waiver Requests for Senior Nutrition and Produce Program & Brown Bag Program

RECOMMENDATION:

Adopt Resolutions:

1. Waiving the rental fees of the Lions Town & Country Park starting on May 13, 2026, and ending on October 28, 2026, related to the Senior Nutrition and Produce Program event hosted by the Madera County Food Bank, at an anticipated rental fee of $605

2. Waiving the rental fees of the Pan American Community Center starting on April 22, 2026, and ending on December 16, 2026, related to the Senior Brown Bag Program hosted by the Madera County Food Bank, at an anticipated rental fee of $305

SUMMARY:

The City received a request from the Madera County Food Bank (MCFB) seeking a waiver of rental fees for the use of the Lions Town & Country Park (LT&C) to host the Senior Nutrition and Produce Program (SNAPP) event. The MCFB is requesting access to the park twice a month, starting on Wednesday, May 13, 2026, and ending on Wednesday, October 28, 2026. The request includes a total of 12 days during this period. On the days requested, the use of the park would be for food distribution of fresh fruit and vegetables to seniors.

MCFB is also seeking a waiver of rental fees for the use of the Pan American Community Center (PACC) to host the Senior Brown Bag Program. The MCFB is requesting access to the PACC once a month, starting on April 22, 2026, and continuing through December 16, 2026. The request

includes a total of 9 separate days. On the days requested, the use of the PAC would be to conduct a distribution of free brown paper bags of food to seniors.

DISCUSSION:

The MCFB has submitted a formal request for a fee waiver to use LT&C for the SNAPP food distribution events. The food distribution events will take place on the 2nd and 4th Wednesdays of each month. In total, 12 separate days are being requested, from May 13, 2026, to October 28, 2026. The actual food distribution would take place from 7 am to 9 am. The request includes access for setup and cleanup from 6 am to 10 am. Specifically, the dates requested at LT&C for SNAPP food distributions by the MCFB include:

May 13, 2026	June 24, 2026	August 12, 2026	September 23, 2026
May 27, 2026	July 8, 2026	August 26, 2026	October 14, 2026
June 10, 2026	July 22, 2026	September 9, 2026	October 28, 2026

The MCFB has also submitted a formal request for a fee waiver to use PACC for a series of Brown Bag Program food distribution events. The food distribution events will take place once a month through the end of 2026. In total, 9 separate days are being requested, from April 22, 2026, to December 16, 2026. The actual food distribution would take place from 9 am to 11 am. The request includes access for setup and cleanup from 8 am to 12 pm. Specifically, the dates requested at PACC for Brown Bag Program food distributions by the MCFB include:

April 22, 2026	July 22, 2026	October 21, 2026
May 20, 2026	August 19, 2026	November 18, 2026
June 17, 2026	September 23, 2026	December 16, 2026

MCFB is committed to adhering to all rules and regulations regarding the use of the requested space and will ensure the area utilized is left in its original condition following the conclusion of the rental.

This rental is subject to all other applicable requirements. This includes the provision of acceptable rental insurance.

FINANCIAL IMPACT:

The applicable costs associated with the rental of LT&C and PACC, with the spaces requested, are summarized in Table 1, applicable to the request. Costs are derived from the City of Madera Master Fee Schedule.

Table 1: *Estimated Financial Impact Without Fee Waiver*	
Lions Town & Country Park	
Administrative Fee	$25
Special Event	$100

Picnic Area 1	$240
Picnic Area 2	$240
Total for LT&C Park Use for SNAPP Food Distribution	$605
Pan American Community Center	
Administrative Fee	$25
Special Event	$100
Picnic Shelter	$180
Total for PACC Use for Brown Bag Program Food Distribution	$305

The total applicable cost for LT&C, with dates and times as requested, would be $605.

The total applicable cost for PACC, with dates and times as requested, would be $305.

ALTERNATIVES:

The Council may elect to reject the fee waivers and require MCFB to remit any associated fees if it wishes to rent the LT&C and PACC for food distribution events.

ATTACHMENTS:

1. Resolution waiving the rental fees of the Lions Town & Country Park starting on May 13, 2026, and ending on October 28, 2026, related to the Senior Nutrition and Produce Program event hosted by the Madera County Food Bank, at an anticipated rental fee of $605
2. Resolution waiving the rental fees of the Pan American Community Center starting on April 22, 2026, and ending on December 16, 2026, related to the Senior Brown Bag Program hosted by the Madera County Food Bank, at an anticipated rental fee of $305
3. Request Letter Authored by Ryan McWherter, Executive Director for the LT&C Site for SNAPP Food Distribution
4. Request Letter Authored by Ryan McWherter, Executive Director for the PACC Site for Brown Bag Program Food Distribution

ATTACHMENT 1

Resolution – Waiving the rental fees of the Lions Town & Country Park starting on May 13, 2026, and ending on October 28, 2026, related to the Senior Nutrition and Produce Program event hosted by the Madera County Food Bank, at an anticipated rental fee of $605

RESOLUTION NO. 26-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA WAIVING RENTAL FEES OF THE LIONS TOWN & COUNTRY PARK STARTING ON MAY 13, 2026, AND ENDING ON OCTOBER 28, 2026, RELATED TO THE SENIOR NUTRITION AND PRODUCE PROGRAM EVENT HOSTED BY THE MADERA COUNTY FOOD BANK, AT AN ANTICIPATED RENTAL FEE OF $605

WHEREAS, the City has received a request for the waiver of fees for the rental of the Lions Town & Country Park (LT&C); and

WHEREAS, the request is from the Madera County Food Bank (MCFB); and

WHEREAS, MCFB is looking to host the Senior Nutrition and Produce Program event; and

WHEREAS, the request is for rental utilization starting on Wednesday, May 13, 2026, through Wednesday, October 28, 2026, from 6:00 am to 10:00 am; and

WHEREAS, the request includes the rental of LT&C on the second and fourth Wednesdays of the month, for a total of twelve separate days being requested; and

WHEREAS, the estimated fees for the request are calculated based on the City of Madera Master Fee Schedule; and

WHEREAS, the fees for the event are calculated at $605; and

WHEREAS, the MCFB is still subject to providing insurance documentation for City facility rentals that meet City requirements.

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

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. The Council finds that the waiver of fees as set forth in this resolution serves a valid public purpose in that the Madera County Food Bank's Senior Nutrition and Produce Program serves a community need to provide fresh fruits and vegetables to those over 55 years and older, which in turn directly benefits the community.
3. The City Council does hereby waive the City fees for Rental Fees of the Lions Town & Country Park on the dates identified in Exhibit A, subject to confirmation of insurance.
4. This resolution is effective immediately upon adoption.

* * * * * *

Exhibit A

1. May 13, 2026
2. May 27, 2026
3. June 10, 2026
4. June 24, 2026
5. July 8, 2026
6. July 22, 2026
7. August 12, 2026
8. August 26, 2026
9. September 9, 2026
10. September 23, 2026
11. October 14, 2026
12. October 28, 2026

ATTACHMENT 2

Resolution – Waiving the rental fees of the Pan American Community Center starting on April 22, 2026, and ending on December 16, 2026, related to the Senior Brown Bag Program hosted by the Madera County Food Bank, at an anticipated rental fee of $305

RESOLUTION NO. 26-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, WAIVING THE RENTAL FEES OF THE PAN AMERICAN COMMUNITY CENTER STARTING ON APRIL 22, 2026, AND ENDING ON DECEMBER 16, 2026, RELATED TO THE SENIOR BROWN BAG PROGRAM HOSTED BY THE MADERA COUNTY FOOD BANK, AT AN ANTICIPATED RENTAL FEE OF $305

WHEREAS, the City has received a request for the waiver of fees for the rental of the Pan American Community Center (PACC); and

WHEREAS, the request is from the Madera County Food Bank (MCFB); and

WHEREAS, MCFB is looking to host the Senior Brown Bag Program; and

WHEREAS, the request is for rental utilization starting on April 22, 2026, through December 18, 2026, from 8:00 am to 12:00 pm; and

WHEREAS, the request includes the rental of PACC on a monthly basis, for a total of nine separate days being requested; and

WHEREAS, the estimated fees for the request are calculated based on the City of Madera Master Fee Schedule; and

WHEREAS, the fees for the event are calculated at $305; and

WHEREAS, the MCFB is still subject to providing insurance documentation for City facility rentals that meet City requirements.

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

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. The Council finds that the waiver of fees as set forth in this resolution serves a valid public purpose in that the Madera County Food Bank's Senior Brown Bag Program serves a community need to provide our aging population with access to food at no cost.
3. The City Council does hereby waive the City fees for Rental Fees of the Pan American Community Center on the dates identified in Exhibit A, subject to confirmation of insurance.
4. This resolution is effective immediately upon adoption.

* * * * * *

Exhibit A

1. April 22, 2026
2. May 20, 2026
3. June 17, 2026
4. July 22, 2026
5. August 19, 2026
6. September 23, 2026
7. October 21, 2026
8. November 18, 2026
9. December 16, 2026

ATTACHMENT 3

Request Letter Authored by Ryan McWherter, Executive Director for the LT&C Site for SNAPP Food Distribution

MADERA COUNTY FOOD BANK

1055 Knox Road Madera, CA 93638
www.maderafoodbank.com
(559) 674-1482
EIN#77-0513488

Dear City Council Members,

The Madera County Food Bank is looking to start back up our Senior Nutrition and Produce Program (SNAPP) at the start of May. We will be utilizing Lions Town and Country Park to distribute fresh fruits and vegetables to give our older community healthier options. This distribution will serve around 300-400 seniors. Our distribution will start on May 13th, 2026 and will take place every 2nd and 4th Wednesday until October 28th, 2026. The event will be from 7am to 9am each time. We are asking for the fees to be waived so we can continue to provide our seniors with the fresh food that they need. Thank you for your consideration.

Sincerely,

Ryan McWherter

Ryan McWherter
Executive Director
rmcwherter.maderafoodbank@gmail.com
559-975-5315

ATTACHMENT 4

Request Letter Authored by Ryan McWherter, Executive Director for the PACC Site for Brown Bag Program Food Distribution

MADERA COUNTY
FOOD
BANK

1055 Knox Road Madera, CA 93638
www.maderafoodbank.com
(559) 674-1482
EIN#77-0513488

Dear City Council Members,

The Madera County Food Bank is looking to start our Brown Bag Program. We will be utilizing the Pam American Center (Parking Lot) to distribute our brown bags along with fresh fruits and vegetables to give our older community members. This distribution will serve around 100-150 seniors. Our distribution will start on April 22, 2026, and will take once a month which usually falls under the 3rd week of each month. The event will be from 9am to 11am each time. We are asking for the fees to be waived so we can continue to provide our seniors with the fresh food that they need. Thank you for your consideration.

Sincerely,

Ryan McWherter

Ryan McWherter
Executive Director
rmcwherter.maderafoodbank@gmail.com
559-975-5315

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Joseph Hebert

Joseph Hebert, Parks & Community Services Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: April 15, 2026

Agenda Number: B-12

SUBJECT:

Madera Evening Lions of California Donation of $1,000

RECOMMENDATION:

Adopt a Resolution Accepting Madera Evening Lions of California's Donation of $1,000

SUMMARY:

The City has received a donation of $1,000 from the Madera Evening Lions of California. The donation is to go towards the purchase of pet waste stations at Lions Town & Country Park.

DISCUSSION:

Earlier in February 2026, the Madera Evening Lions of California contacted the City about a donation, specifically for pet waste stations at the Lions Town & Country Park. The donation became a reality when the Madera Evening Lions of California confirmed the donation of $1,000.

In recognition of their donation, the City acknowledged the donation on Saturday, March 21, 2026, during the Lions Town & Country Park trail completion celebration event.

The City has purchased 6 pet waste stations for Lions Town & Country Park, which have been received. As of the writing of this report, a total of 3 pet waste stations have been installed at the park. The remaining 3 stations will be installed soon.

FINANCIAL IMPACT:

The $1,000 donation from the Madera Evening Lions of California will help reimburse the City for expenditures related to pet waste stations at Lions Town & Country Park.

To date, the City has purchased 6 pet waste stations for the park, at a total cost of $1,747.16. The Parks Maintenance budget, #10206100, was utilized to fund the pet waste stations. The donation of $1,000 will provide relief for this expenditure.

ALTERNATIVES:

The Council may elect not to accept the Madera Evening Lions of California's $1,000 donation, at which point the City may have to revert funds.

ATTACHMENTS:

1. Resolution – Accepting Madera Evening Lions of California's Donation of $1,000
2. Photos of Installed Pet Waste Stations at the Lions Town & Country Park
3. Photos of Check Presentation on March 21, 2026, at the Lions Town & Country Park Trail Completion Celebration

ATTACHMENT 1

Resolution – Accepting Madera Evening Lions of California's Donation of $1,000

RESOLUTION NO. 26-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, ACCEPTING MADERA EVENING LIONS OF CALIFORNIA'S DONATION OF $1,000

WHEREAS, Madera Evening Lions of California made available $1,000 in donation funds to the City; and

WHEREAS, the Madera Evening Lions of California has requested the $1,000 be utilized towards pet waste stations at Lions Town & Country Park; and

WHEREAS, the pet waste stations at Lions Town & Country Park will help promote a clean, safe space and allow pet owners to safely and responsibly dispose of pet waste at key points along the trail system.

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

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. The donation provided by the Madera Evening Lions of California of $1,000 is accepted.
3. This resolution is effective immediately upon adoption.

* * * * * * * *

ATTACHMENT 2

Photos of Installed Pet Waste Stations at the Lions Town & Country Park




PET WASTE
PLEASE KEEP
THIS AREA
CLEAN
DOGIPOT



ATTACHMENT 3

Photos of Check Presentation on March 21, 2026, at the Lions Town & Country Park Trail Completion Celebration



RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Joseph Hebert

Joseph Hebert, Parks & Community Services Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: April 15, 2026

Agenda Number: B-13

SUBJECT:

SPAN Construction & Engineering, Inc. Donation of $500

RECOMMENDATION:

Adopt a Resolution Accepting SPAN Construction & Engineering, Inc.'s Donation of $500

SUMMARY:

The City has received a donation of $500 from SPAN Construction & Engineering, Inc. (SPAN). The donation is to go towards the cost of uniforms for the youth baseball league 2026 season.

DISCUSSION:

Earlier in February 2026, staff contacted SPAN, seeking donations for the sports division. The City anticipated an increase in youth baseball league registrations and internal expenses associated with the execution of the program. The request for a donation became a reality when SPAN confirmed they were able to provide a donation of $500.

FINANCIAL IMPACT:

The $500 donation from SPAN will help alleviate the internal City cost for expenditures related to purchasing uniforms for all registered youth for the 2026 baseball league season.

To date, the City has a total of 364 registered youth for the baseball league. The total cost for uniforms is roughly $5,000. The donation of $500 will offer relief towards the full cost of uniforms for the 2026 youth baseball league season.

The Parks Department Sports budget, #10206220, is utilized for the purchase of uniforms.

ALTERNATIVES:

The Council may elect not to accept the $500 donation from SPAN, at which point the City may have to revert the funds.

ATTACHMENTS:

1. Resolution – Accepting SPAN Construction & Engineering, Inc.'s Donation of $500

ATTACHMENT 1

Resolution – Accepting SPAN Construction & Engineering, Inc.'s Donation of $500

RESOLUTION NO. 26-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA ACCEPTING SPAN CONSTRUCTION & ENGINEERING, INC.'S DONATION OF $500

WHEREAS, SPAN Construction & Engineering, Inc. made available $500 in donation funds to the City; and

WHEREAS, SPAN Construction & Engineering, Inc. has requested the $500 be utilized towards the 2026 youth baseball league season expenditures; and

WHEREAS, the $500 will be utilized towards uniform costs for registered youth of the 2026 youth baseball league season.

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

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. The donation provided by the SPAN Construction & Engineering, Inc. of $500 is accepted.
3. This resolution is effective immediately upon adoption.

* * * * * * * *

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Will Tackett, Community Development Director

Arnoldo Rodriguez, City Manager

Council Meeting of: April 15, 2026

Agenda Number: B-14

SUBJECT:

Second reading and adoption of an ordinance creating an expedited and streamlined permitting process for electric vehicle charging stations.

RECOMMENDATION:

Waive full reading and adopt by title only an Ordinance of the City Council of the City of Madera, adding Chapter 7 of Title IX of the City Municipal Code, to create an Expedited Permit Process for Electrical Vehicle Charging Stations, with the associated CEQA findings (CEQA Guidelines Section 15061[b][3]).

SUMMARY:

An amendment of the City's zoning regulations requires two actions by the City Council (Council): the introduction of the Ordinance (first reading); and the adoption of the Ordinance (second reading). The Council waived the first reading and introduced by title only an ordinance adding Chapter 7 of Title IX of the City Municipal Code, to create an Expedited Permit Process for Electrical Vehicle Charging Stations at a public hearing held on March 18, 2026.

The California Government Code (§§ 65850.7 and 65850.71) requires all local jurisdictions (cities and counties) to streamline the permitting process for Electric Vehicle Charging Stations (EVCS) by adopting a mandatory ordinance to approve applications to install EVCS through the issuance of a building permit or other similar nondiscretionary permit.

The California Legislature has found and declared that it is the intent of the Legislature that the implementation of consistent statewide standards to achieve the timely and cost-effective installation of EVCS is not a municipal affair, as that term is used in Section 5 of Article XI of the California Constitution, but is instead a matter of statewide concern; and, that it is the policy of the state to promote and encourage the use of EVCS and to limit obstacles to their use. In furtherance of this intent, local agencies shall not adopt ordinances that create unreasonable barriers to the installation of EVCS or unreasonably restrict the ability of homeowners and business concerns to install EVCS.

For cities with populations under 200,000, the initial deadline to adopt an ordinance creating an expedited, streamlined permitting process for EVCS was September 30, 2017. Therefore, local jurisdictions are required to adopt the mandatory ordinance to expedite and streamline the permitting process for EVCS immediately. The proposed ordinance will amend the City Municipal Code in accordance with State law.

DISCUSSION:

In 2015, the State of California adopted Assembly Bill 1236 (codified as Cal. Gov't Code § 65850.7), which requires local agencies to adopt an ordinance to create an expedited, streamlined permitting process for EVCS. Additionally, in 2021, the State adopted Assembly Bill 970 (amending Cal. Gov't Code § 65850.7 and adding § 65850.71)

Pursuant to these provisions of the California Government Code, an "electric vehicle charging station" or "charging station" means any level of electric vehicle supply equipment station that is designed and built in compliance with Article 625 of the California Electrical Code (as it reads on the effective date of Cal. Gov't Code § 65850.7), and delivers electricity from a source outside an electric vehicle into a plug-in electric vehicle.

In accordance with these provisions, a local agency shall administratively approve an application to install EVCS through issuance of a building permit or similar nondiscretionary permit. The review of an application to install an EVCS shall be limited to the building official's review of whether it meets all health and safety requirements of local, state, and federal law. The requirements of local law shall be limited to those standards and regulations necessary to ensure that the electric vehicle charging station will not have a specific, adverse impact upon the public health or safety. However, if the building official of the city, county, or city and county makes a finding, based on substantial evidence, that the electric vehicle charging station or hydrogen-fueling station could have a specific, adverse impact upon the public health or safety, the city, county, or city and county may require the applicant to apply for a use permit.

For purposes of streamlining, these provisions of the Government Code also set forth timelines or time periods during which applications to install EVCS shall be reviewed for completeness (or otherwise, at which they are to be determined complete) and acted upon (or otherwise, at which they shall be deemed approved) contingent upon the number of EVCS proposed to be installed at a single site.

Furthermore, in developing an expedited permitting process, the local agency shall adopt a checklist of all requirements with which electric vehicle charging stations shall comply to be eligible for expedited review; and in doing so, may refer to the recommendations in the most current version of the "Plug-In Electric Vehicle Infrastructure Permitting Checklist" of the "Zero-Emission Vehicles in California: Community Readiness Guidebook" published by the Governor's Office of Land Use and Climate Innovation (f.k.a., the Governor's Office of Planning and Research).

This Guidebook recommends local governments develop and utilize a permitting checklist that references all required elements for approval of a permit. In order to facilitate a streamlined, non-discretionary permit process and to determine if certain criteria are being met, checklists are to contain objective requirements for the installation of an electric vehicle charging station and a process for electronic submittal of permit applications. For example, the content of the checklist requires the permit applicant to check the features of the existing electrical service such as rating in amperes, system voltage, connected or calculated load, spare capacity in amperes, voltage and ampere rating of the electric vehicle supply

equipment, circuit rating of the electric vehicle supply equipment, location of the electric vehicle supply equipment, if ventilation is/or is not required, and clearances of the charging equipment to comply with all applicable building and fire safety laws. The checklist also assists the applicant in confirming that the location of the electric vehicle supply equipment will comply with any vehicle clearance requirements in the City's Zoning Ordinance.

Finally, the provisions of the Government Code provide that a jurisdiction shall not condition approval of a permit for an EVCS based on the approval of an association, as that term is defined in Section 4080 of the Civil Code (i.e., a nonprofit corporation or unincorporated association created for the purpose of managing a common interest development).

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

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

Pursuant to the provisions of Section 15378(b)(5) of the CEQA Guidelines, a "Project" does not include organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment.

To the extent the proposed adoption of an ordinance to amend Title IX of the City Municipal Code to create an expedited, streamlined permitting process for electric vehicle charging stations, as required by California Government Code Sections 65850.7 and 65850.71, may be considered a "Project" in accordance with the provisions of Section 15378 of the CEQA Guidelines, the activity is considered to be exempt pursuant to Section 15061(b)(3) of the CEQA Guidelines. The activity is covered by the common sense exemption that CEQA only applies to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

Adoption of the proposed ordinance is a regulatory action required to implement changes to State law which mandate local agencies adopt regulations to create a streamlined procedure and expedited administrative (ministerial) EVCS permitting process. Ordinance adoption does not, in and of itself, issue a permit to a person or authorize a specific construction project or result in a physical change in the environment.

FINANCIAL IMPACT:

There are no direct financial impacts directly to the City other than the staff resource time required to prepare this report. Implementation will occur as EVCS permit applications are submitted for City review, at which time applicants will be required to remit fees in accordance with the Master Fee Schedule.

EVCS readiness, including the creation of an expedited, streamlined administrative permitting process will implement consistent statewide standards to achieve the timely and cost-effective installation of EVCS in accordance with State law and will support the growth of electric vehicles as an economically viable and environmentally sustainable means of transportation in City of Madera.

ACTIONS FOLLOWING APPROVAL:

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

Concurrent with Council's consideration of adoption of the ordinance, staff has taken measures to meet all requirements of the Government Code, which includes finalizing the mandatory application checklist in a manner which is consistent with the "Plug-In Electric Vehicle Infrastructure Permitting Checklist" of the "Zero-Emission Vehicles in California: Community Readiness Guidebook." Building and Fire inspection staff are also developing procedures for expedient and thorough inspection of permitted EVCS. Following adoption and once an ordinance becomes effective, the final checklist, including procedures, will be posted to the City of Madera Building Department webpage in accordance with the requirements of the Government Code.

ALTERNATIVES:

Local jurisdictions which are not yet in compliance with the cited provisions of the California Government Code are required to adopt a mandatory ordinance to expedite and streamline the permitting process for EVCS immediately.

As an alternative to staff's recommendation, the Council may elect to adopt the proposed ordinance with amendments. The City may adopt an ordinance that modifies the checklists and standards found in the G*uidebook* due to unique climatic, geological, seismological, or topographical conditions.

The Government Code provides, a city, county, or city and county determines that it is unable to authorize the acceptance of an electronic signature on all forms, applications, and other documents in lieu of a wet signature by an applicant, the city, county, or city and county shall state, in the required ordinance, the reasons for its inability to accept electronic signatures and acceptance of an electronic signature shall not be required.

It is the opinion of City staff that no amendments to the proposed ordinance are required due to unique conditions. The City of Madera Building Department does have the ability to accept electronic signatures on all forms, applications and other documents.

ATTACHMENTS:

1. Proposed Ordinance adding Chapter 7 of Title IX of the City Municipal Code

ATTACHMENT 1

Proposed Ordinance adding Chapter 7 of Title IX
of the City Municipal Code

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA, ADDING CHAPTER 7 OF TITLE IX OF THE CITY MUNICIPAL CODE, TO CREATE AN EXPEDITED PERMIT PROCESS FOR ELECTRICAL VEHICLE CHARGING STATIONS, WITH THE ASSOCIATED CEQA FINDINGS (CEQA GUIDELINES SECTION 15061[B][3])

WHEREAS, the State of California adopted Assembly Bill 1236, which requires local agencies to adopt an ordinance that creates an expedited and streamlined permitting process for electric vehicle charging systems; and

WHEREAS, creation of an expedited, streamlined permitting process for electric vehicle charging stations would facilitate convenient charging of electric vehicles and help reduce the City's reliance on environmentally damaging fossil fuels; and

WHEREAS, it is the policy of the state and interest of the City Council to promote and encourage the use of electric vehicle charging stations, to limit obstacles to their use and minimize associated costs; and

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

WHEREAS, the City Council now desires to add Chapter 7 of Title IX of the City Municipal Code to adopt an ordinance that creates an expedited and streamlined permitting process for electric vehicle charging systems as set forth herein.

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

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

SECTION 2. CEQA. A preliminary environmental assessment was prepared in accordance with the provisions of the California Environmental Quality Act (CEQA). The City Council has determined, to the extent the proposed adoption of an ordinance to amend Title IX of the City Municipal Code to create an expedited, streamlined permitting process for electric vehicle charging stations, as required by California Government Code Sections 65850.7 et seq., may be considered a "Project" in accordance with the provisions of Section 15378 of the CEQA Guidelines, the activity is considered to be exempt pursuant to Section 15061(b)(3) of the CEQA Guidelines. The activity is covered by the common sense exemption that CEQA only applies to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Adoption of the proposed ordinance is a regulatory action required to implement changes to State law which mandate local agencies adopt regulations to create a streamlined procedure and expedited

administrative (ministerial) EVCS permitting process. Ordinance adoption does not, in and of itself, issue a permit to a person or authorize a specific construction project or result in a physical change in the environment.

SECTION 3. Chapter 7, Title IX is hereby added to the City Municipal Code to read as follows:

CHAPTER 7: EXPEDITED PERMIT PROCESS FOR ELECTRICAL VEHICLE CHARGING STATIONS

9-7.01 Purpose

9-7.02 Definitions

9-7.03 Expedited Permitting Process

9-7.04 Permit Application Processing

9-7.05 Technical Review

9-7.06 Electric Vehicle Charging Station Installation Requirements

§ 9-7.01 PURPOSE

The purpose of this chapter is to promote and encourage the use of electric vehicles by creating an expedited, streamlined permitting process for electric vehicle charging stations while promoting public health and safety and preventing specific adverse impacts in the installation and use of such charging stations. This chapter is also purposed to comply with California Government Code Section 65850.7 et seq., as may be amended.

§ 9-7.02 DEFINITIONS

For the purposes of this chapter, the following definitions shall apply:

ELECTRIC VEHICLE CHARGING STATION or **CHARGING STATION**. Any level of electric vehicle supply equipment station that is designed and built in compliance with Article 625 of the California Electrical Code, as it reads on the effective date of this chapter, and delivers electricity from a source outside an electric vehicle into a plug-in electric vehicle.

SPECIFIC, ADVERSE IMPACT. A significant, quantifiable, direct, and unavoidable impact, based on objective, identified, and written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.

ELECTRONIC SUBMITTAL. The utilization of one or more of the following:

(1) Electronic mail or email.

(2) The internet.

(3) Facsimile.

§ 9-7.03 EXPEDITED PERMITTING PROCESS

Consistent with Government Code Section 65850.7 et seq., as may be amended, the Building Official shall implement an expedited, streamlined permitting process for electric vehicle charging stations, and adopt a checklist of all requirements with which electric vehicle charging stations shall comply with in order to be eligible for expedited review. The expedited, streamlined permitting process and checklist may refer to the recommendations contained in the most current version of the "Plug-In Electric Vehicle Infrastructure Permitting Checklist" of the "Zero-Emission Vehicles in California: Community Readiness Guidebook" as published by the Governor's Office of Land Use and Climate Innovation. The City's adopted checklist shall be published on the City's website.

§ 9-7.04 PERMIT APPLICATION PROCESSING

(A) Prior to submitting an application for processing, the applicant shall verify that the installation of an electric vehicle charging station will not have specific, adverse impact to public health and safety and building occupants. Verification by the applicant includes but is not limited to: electrical system capacity and loads; electrical system wiring, bonding and overcurrent protection; building infrastructure affected by charging station equipment and associated conduits; areas of charging station equipment and vehicle parking.

(B) A permit application that satisfies the information requirements in the City's adopted checklist shall be deemed complete, and shall be processed, in accordance with the applicable time period and as required by Government Code Section 65850.71. Upon confirmation by the Building Official that the permit application and supporting documents meet the requirements of the City's adopted checklist and are consistent with all applicable laws and health and safety standards, the Building Official shall, consistent with Government Code Section 65850.7, approve the application and issue all necessary permits. Such approval does not authorize an applicant to energize or utilize the electric vehicle charging station until a final inspection is approved by the City. If the Building Official determines that the permit application is incomplete, he or she shall issue a written correction notice to the applicant, detailing all deficiencies in the application and identifying any additional information required to be eligible for expedited permit issuance.

(C) Consistent with Government Code Section 65850.7, the Building Official shall allow for electronic submittal of permit applications covered by this chapter and associated supporting documentation. In accepting such permit applications, the Building Official shall also accept electronic signatures on all forms, applications, and other documentation in lieu of a wet signature by any applicant.

§ 9-7.05 TECHNICAL REVIEW

(A) It is the intent of this chapter to encourage the installation of electric vehicle charging stations by removing obstacles to permitting for charging stations so long as the action does not supersede the Building Official's authority to address higher priority life-safety situations. If the Building Official makes a finding based on substantial evidence that the electric vehicle charging station could have a specific adverse impact upon the public health or safety, as defined in this chapter, the City may require the applicant to apply for a use permit.

(B) In the technical review of a charging station, consistent with Government Code Section 65850.7, the Building Official shall not condition the approval for any electric vehicle charging station permit on the approval of such a system by an association, as that term is defined by Civil Code Section 4080.

§ 9-7.06 ELECTRIC VEHICLE CHARGING STATION INSTALLATION REQUIREMENTS

(A) Electric vehicle charging station equipment shall meet the requirements of the California Electrical Code, the Society of Automotive Engineers, the National Electrical Manufacturers Association, and accredited testing laboratories such as Underwriters Laboratories, and rules of the Public Utilities Commission or a municipal electric utility company regarding safety and reliability.

(B) Installation of electric vehicle charging stations and associated wiring, bonding, disconnecting means and overcurrent protective devices shall meet the requirements of Article 625 and all applicable provisions of the California Electrical Code.

(C) Installation of electric vehicle charging stations shall be incorporated into the load calculations of all new or existing electrical services and shall meet the requirements of the California Electrical Code. Electric vehicle charging equipment shall be considered a continuous load.

(D) Anchorage of either floor-mounted or wall-mounted electric vehicle charging stations shall meet the requirements of the California Building or Residential Code as applicable per occupancy, and the provisions of the manufacturer's installation instructions. Mounting of charging stations shall not adversely affect building elements.

SECTION 4. Severability Clause. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, sentences, clauses, or phrases, or portions thereof not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

SECTION 5. Effective Date of Ordinance. This Ordinance shall be effective and of full force and effect at 12:01 a.m. on the thirty-first day after its passage. All ordinances and parts of ordinances in conflict herewith, to the extent inconsistent and no further, are hereby repealed or modified to the extent necessary to effect the provisions of this Ordinance.

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

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RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Wendy Silva, Director of Human Resources

Arnoldo Rodriguez, City Manager

Council Meeting of: April 15, 2026

Agenda Number: B-15

SUBJECT:

Agreement with Liebert Cassidy Whitmore

RECOMMENDATION:

Adopt a Resolution approving a Consulting Services Agreement with Liebert Cassidy Whitmore for updated Civil Service rules and Personnel Policies

SUMMARY:

The City of Madera (City) published a Request for Proposals (RFP) seeking qualified consultants/firms to conduct a comprehensive review, analysis, and update of the City's Civil Service system, Personnel Rules & Regulations, and Administrative Policies pertaining to personnel matters. The City received seven (7) proposals. A committee reviewed the proposals and unanimously recommended Liebert Cassidy Whitmore (LCW) as the consultant of choice to provide the requested services.

The recommended action will approve an agreement with LCW to provide the identified scope of work for the specific project with a not-to-exceed price of $60,000.00 and a one-time flat fee of $12,550.00 for five (5) years of real-time policy updates and revisions after adoption of the new policies. Additional work, such as representation in any required bargaining meetings, will be billed at current rates under the City's existing Special Services Agreement with LCW for ongoing legal services.

DISCUSSION:

The City's Municipal Code section applicable to Civil Service was adopted in 1961 and remains unchanged for the most part. The current Personnel Rules & Regulations were adopted in 1988 and last revised in 2005. Each of the City's four (4) bargaining units has a Memorandum of Understanding that provides for compensation and/or benefits not universally provided under the Personnel Rules & Regulations. The City also has various Administrative Policies that also govern employee conduct and the employment relationship. Examples of these policies include,

but are not limited to, the Harassment Policy, Drug Free Workplace Policy, and Use of City Vehicles Policy. Currently the City has twenty-five (25) personnel-related Administrative Policies.

One of the Human Resources Department's identified goals in the current fiscal year is to begin a review and update of the City's Personnel Rules & Regulations and Administrative Policies applicable to personnel practices. To that end, staff prepared and published RFP 202526-20 seeking proposals from qualified consultants/firms knowledgeable in California local government personnel laws and codes to conduct a comprehensive review, analysis, and update of the City's Civil Service System, Personnel Rules & Regulations, and Administrative Policies pertaining to personnel matters. The requested scope of work includes providing expert consulting services to ensure that all personnel-related provisions are legally compliant, internally consistent, aligned with current best practices in public sector human resources management, and reflective of contemporary employment law standards. The requested services also include review of bargaining unit Memorandums of Understanding to identify any common items that may be better captured in a consolidated Personnel Policy Manual. The expected outcome of this project is to produce both a Civil Service rules and regulations document as well as a separate Personnel Policy Manual, both written in plain language that can be easily understood by all employees, supervisors, and management. The consultant must also provide training to managers and supervisors on the new policies, as well as policy updates for a period of five (5) years.

The City received seven (7) proposals to provide the requested services. A committee reviewed the proposals for completeness, understanding of the scope of work requested, and cost. Following that review, the proposals were ranked by the committee as follows.

Table 1: *Final Ranking of Proposals for RFP 202526-20*

Rank	*Firm*
1	Liebert Cassidy Whitmore
2	Burke, Williams, & Sorensen, LLP
3	Jackson Lewis
4	Colantuono, Highsmith & Whatley, PC
5	Aleshire & Wynder, LLP
6	Renne Public Law Group, LLP
7	CPS HR Consulting

As shown in Table 1, LCW was ranked by the committee as the consultant of choice for this project. LCW proposed services aligned with the City's requested scope of work, including the training and ongoing policy update elements. The proposal demonstrated an understanding of the City's needs and the firm's specialization in public sector employment law. Additionally, the references provided were relevant California public entities.

Based on the committee's recommendation, staff has prepared an agreement with LCW for consideration of approval by Council. The proposed agreement includes a not-to-exceed total price of $60,000.00 for the review of policies and rules, updates to same, creation of new

documents, and training on final documents. The ongoing policy updates for a period of five (5) years following adoption will be at a flat one-time fee of $12,550.00. Any changes to personnel policies that may affect terms and conditions of employment will be subject to bargaining under the Meyers-Milias-Brown Act. If LCW is used for these services, said services will be billed hourly.

FINANCIAL IMPACT:

The project will span two (2) Fiscal Years (FYs). There are sufficient funds included in the Risk Management current year operating budget for the not-to-exceed $60,000 base project cost. The one-time fee for ongoing updates over the subsequent five (5) years and any labor relations negotiations regarding policy changes will occur in FY 2026/27; staff will include anticipated legal expenses for these items in the proposed budget for FY 2026/27.

ALTERNATIVES:

Council may direct staff to re-publish the RFP.

ATTACHMENTS:

1. Resolution
    a. Exhibit A: Consulting Services Agreement

Resolution No. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING A CONSULTING SERVICES AGREEMENT WITH LIEBERT CASSIDY WHITMORE FOR UPDATED CIVIL SERVICE RULES AND PERSONNEL POLICIES

WHEREAS, the City of Madera (City) has a need to update its Civil Service rules personnel policies; and

WHEREAS, the City published a Request for Proposals (RFP) for the contemplated services and received seven (7) proposals; and

WHEREAS, the proposals received in response to the RFP were reviewed by a committee and the final outcome of that review was a unanimous recommendation to retain Liebert Cassidy Whitmore (LCW), to provide the requested services to the City as defined in the RFP Scope of Work; and

WHEREAS, LCW is a firm having the necessary experience and qualifications to provide the requested services to the City; and

WHEREAS, a Consulting Services Agreement has been prepared that is in the best interest of the City and LCW.

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

1. The above recitals are true and correct.

2. The Consulting Services Agreement between the City of Madera and Liebert Cassidy Whitmore, a copy of which is attached hereto as Exhibit A and incorporated herein, is approved.

3. This resolution is effective immediately upon adoption.

* *

CONSULTANT SERVICES AGREEMENT BETWEEN THE CITY OF MADERA AND

LIEBERT CASSIDY WHITMORE

This Consultant Services Agreement ("Agreement") is entered into between the CITY OF MADERA, a California general law city ("City") and Liebert Cassidy Whitmore, A Professional Corporation ("Consultant"). This Agreement shall be effective on the date signed by City which shall occur after execution by Consultant ("Effective Date").

RECITALS

A. City has sought, by a Request for Proposals, to select a consultant to provide services related to Civil Service Rules and Personnel Policy Updates (Services).

B. Consultant submitted a proposal for performing the requested Services and is engaged in the business of furnishing such services as a consultant and hereby warrants and represents that it is qualified, licensed, and professionally capable of performing the Services called for in the Request for Proposals and this Agreement.

C. City has selected Consultant to perform the requested Services on the basis of Consultant's demonstrated competence and professional qualifications.

D. City desires to retain Consultant, and Consultant desires to provide City with the Services, on the terms and conditions as set forth in this Agreement.

E. NOW, THEREFORE, in consideration of the promises and mutual agreements herein, City and Consultant agree as follows:

AGREEMENT

1. Scope of Services. Consultant shall perform, to the satisfaction of City in accordance with this Agreement, the Services described in the "Scope of Services" attached hereto as **Exhibit A** and incorporated herein by reference. Consultant shall at all times faithfully, competently, and to the best of its ability, experience, and talent, perform all services described herein.

2. Commencement of Services; Term of Agreement. Consultant shall commence the Services upon City's issuance of a written "Notice to Proceed" and shall continue in full force and effect until completion of the agreed upon Scope of Services in Exhibit A, unless otherwise terminated by the City.

(a) Continuity of Personnel. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors assigned to perform the Services under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors assigned to perform the

Services under this Agreement.

(b) Additional Services. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to or outside of those set forth in this Agreement or listed in **Exhibit A** unless such additional services are authorized in advance and in writing by the City Manager of City. Consultant shall be compensated for any such additional services in the amounts and in the manner agreed to by the City Manager and Consultant in writing.

3. Compensation for Services. City shall compensate Consultant for rendering the Services as follows:

(a) Subject to any limitations set forth in this Agreement, City agrees to pay Consultant by the amounts specified in the Schedule of Compensation attached hereto as **Exhibit B** and incorporated herein by this reference.

(b) Consultant shall invoice City monthly for services rendered in the prior month based on progress of the Scope of Services. Invoices shall be submitted by email to:

Wendy Silva
Director of Human Resources
wsilva@madera.gov

(c) City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. The invoiced amount shall be paid within 30 calendar days unless City disputes any charges or expenses. If any charges or expenses are disputed, City shall pay the undisputed amount and notify Consultant of the nature and amount of the disputed charge or expense. The parties shall seek to resolve the disputed items(s) by mutual agreement. Any billing disputes brought forth by the City must be submitted within fourteen (14) days of receipt of the billing statement. Such disputes will be submitted by electronic mail (email) to the billing contact provided by Consultant. Billing contact for Consultant:

Brock Buccola
Director of Finance
bbuccola@lcwlegal.com

(d) Payment to Consultant for work performed under this Agreement shall not be deemed to waive any defects in work performed by Consultant.

4. Independent Contractor Status. Consultant and its subcontractors shall perform the Services as independent contractors and not as officers, employees, agents, or volunteers of City. Nothing contained in this Agreement shall be deemed to create any contractual relationship

between City and Consultant's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Consultant's employees or subcontractors, any claim or right of action against City. Neither the City nor any of its employees shall have any control over the manner, mode, or means by which Consultant or its agents or employees perform the services under this Agreement.

5. Qualifications, and Professional Standards. Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement. Consultant represents that to the extent Consultant utilizes subcontractors, such subcontractors are, and will be, qualified in their fields. Consultant also expressly represents that both Consultant and its subcontractors, if any, are now, and will be throughout their performance of the Services under this Agreement, properly licensed or otherwise qualified and authorized to perform the Services required and contemplated by this Agreement. Consultant and its subcontractors, if any, shall utilize the standard of care and skill customarily exercised by members of their profession, shall use reasonable diligence and best judgment while performing the Services, and shall comply with and keep themselves informed of all applicable laws and regulations.

6. Identity of Subcontractors and Sub-Consultants. Consultant shall before commencing any work under this Agreement provide to City in writing: (a) the identity of all subcontractors and sub-consultants (collectively referred to as "subcontractors"), if any, which Consultant intends to utilize in Consultant's performance of this Agreement; and (b) a detailed description of the full scope of work to be provided by such subcontractors. Consultant shall only employ subcontractors pre-approved by City and in no event shall Consultant replace an approved subcontractor without the advance written permission of City, with the understanding that City's permission will not be unreasonably withheld. Notwithstanding any other provisions in this Agreement, Consultant shall be liable to City for the performance of Consultant's subcontractors.

7. Subcontractor Provisions. Consultant shall include in its written agreements with its subcontractors, if any, provisions which: (a) impose upon the subcontractors the obligation to provide to City the same insurance and indemnity obligations that Consultant owes to City; (b) make clear that City intends to rely upon the reports, opinions, conclusions, and other work product prepared and performed by subcontractors for Consultant; and (c) compliance with all laws and certifications as required under this Agreement.

8. Power to Act on Behalf of City. Consultant shall not have any right, power, or authority to create any obligation, express or implied, or make representations on behalf of City except as may be expressly authorized in advance in writing from time to time by City and then only to the extent of such authorization.

9. Record Keeping; Reports. Consultant shall keep complete records showing the type of Services performed. Consultant shall be responsible and shall require its subcontractors to keep similar records. City shall be given reasonable access to the records of Consultant and its subcontractors for inspection and audit purposes. Consultant shall provide City with a working draft of all reports and a copy of all final reports prepared by Consultant under this Agreement.

10. Ownership and Inspection of Documents. All data, tests, reports, documents, conclusions, opinions, recommendations, and other work product generated by or produced for Consultant or its subcontractors in connection with the Services, regardless of the medium, including physical drawings and materials recorded on computer discs ("Work Product"), shall be and remain the property of City. City shall have the right to use, copy, modify, and reuse the Work Product as it sees fit. Upon City's request, Consultant shall make available for inspection and copying all such Work Product and all Work Product shall be turned over to City promptly at City's request or upon termination of this Agreement, whichever occurs first. Consultant shall not release any Work Product to third parties without prior written approval of the City Manager. This obligation shall survive termination of this Agreement and shall survive for four (4) years from the date of expiration or termination of this Agreement.

11. Confidentiality. All data, reports, conclusions, opinions, recommendations, and other work product prepared and performed by and on behalf of Consultant in connection with the Services performed pursuant to this Agreement shall be kept confidential and shall be disclosed only to City, unless otherwise provided by law or expressly authorized by City. Consultant shall not disclose or permit the disclosure of any confidential information acquired during performance of the Services, except to its agents, employees, affiliates, and subcontractors who need such confidential information in order to properly perform their duties relative to this Agreement. Consultant shall also require its subcontractors to be bound to these confidentiality provisions.

12. City Name and Logo. Consultant shall not use City's name or insignia, photographs relating to the City projects for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

13. Conflicts of Interest. Consultant warrants that neither Consultant nor any of its employees have an interest, present or contemplated, which would conflict in any manner with the interests of the City, or which would in any way hinder Consultant's performance of services under this Agreement. Consultant covenants that no person having any such interest, whether an employee or subcontractor shall perform the Services under this Agreement. During the performance of the Services, Consultant shall not employ or retain the services of any person who is employed by the City or a member of any City Board or Commission. City understands and acknowledges that Consultant is, as of the date of execution of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Consultant is unaware of any stated position of City relative to such projects. Any future

position of City on such projects shall not be considered a conflict of interest for purposes of this section. City understands and acknowledges that Consultant will, perform non-related services for other governmental agencies and private parties following the completion of the Services under this Agreement, and any such future service shall not be considered a conflict of interest for purposes of this section.

14. Non-liability of Officers and Employees. No officer or employee of City shall be personally liable to Consultant, or any successors in interest, in the event of a default or breach by City for any amount which may become due Consultant or its successor, or for any breach of any obligation under the terms of this Agreement.

15. City Right to Employ Other Consultants. This Agreement is non-exclusive with Consultant. City reserves the right to employ other consultants in connection with the Services.

16. Termination of Agreement. This Agreement shall terminate upon completion of the Services, or earlier pursuant to the following.

(a) For Convenience of City. This Agreement may be terminated by City at its discretion upon thirty (30) days prior written notice to Consultant. Written notice of termination may be provided by email.

(b) For Breach of Either Party. If for any cause either party fails to fulfill in a timely and proper manner its obligations under this Agreement (the "breaching party"), the other party (the "terminating party") shall have the right to terminate the Agreement by giving not less than five (5) working days' written notice to the breaching party of the intent to terminate and specifying the effective date thereof. The terminating party shall, however, provide the breaching party with a detailed statement of the grounds for termination. This statement shall include, as appropriate, references to specific provisions of this Agreement, dates, dollar amounts and other information relevant to the decision to terminate for cause.

(c) Compensation to Consultant Upon Termination. In the event termination is not due to fault attributable to Consultant and provided all other conditions for payment have been met, Consultant shall be paid compensation for services performed prior to notice of termination. As to any phase partially performed but for which the applicable portion of Consultant's compensation has not become due, Consultant shall be paid the reasonable value of its services provided. However, in no event shall such payment when added to any other payment due under the applicable part of the work exceed the total compensation of such part as specified in Section 3 herein. In the event of termination due to Consultant's failure to perform in accordance with the terms of this Agreement through no fault of City, City may withhold an amount that would otherwise be payable as an offset to City's damages caused by such failure.

(d) Effect of Termination. Upon receipt of a termination notice (or completion of this Agreement), Consultant shall: (i) promptly discontinue all Services affected (unless the notice directs otherwise); and (ii) deliver or otherwise make available to the City, without additional compensation, all data, documents, procedures, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Consultant in performing this Agreement, whether completed or in process. Following the termination of this Agreement for any reason whatsoever, City shall have the right to utilize such information and other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared under this Agreement by Consultant. Consultant may not refuse to provide such writings or materials for any reason whatsoever.

17. Insurance. Consultant shall obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in **Exhibit C** attached hereto and incorporated herein by this reference. All insurance policies shall be subject to City approval as to form and content. Consultant shall provide City with copies of required certificates of insurance upon request.

18. Indemnity and Defense. Consultant shall indemnify, defend, and hold harmless the City, its officers, employees, agents and volunteers ("City indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Consultant's performance of its obligations under this agreement or out of the operations conducted by Consultant, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Consultant's performance of this agreement, the Consultant shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

19. Compliance with All Laws. Consultant shall be familiar with and shall comply with all City, State, and Federal laws and regulations applicable to the work to be performed under this Agreement. In providing the services required under this Agreement, Consultant shall at all times comply with all applicable laws, regulations, and resolutions of the United States, the State of California, and the City of Madera now in force and as they may be enacted, issued, or amended during the term of this Agreement.

20. Assignment. Neither this Agreement nor any duties or obligations hereunder shall be assignable by Consultant without the prior written consent of City. In the event of an assignment to which City has consented, the assignee shall agree in writing to personally assume and perform the covenants, obligations, and agreements herein contained. In addition, Consultant shall not assign the payment of any monies due Consultant from City under the terms of this Agreement to any other individual, corporation or entity. City retains the right to pay any and all monies due

Consultant directly to Consultant.

21. Form and Service of Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, emailed, or sent by certified mail, postage prepaid and return receipt requested, addressed as follows:

To City: Arnoldo Rodriguez
City of Madera
205 W. Fourth
Madera, CA 93637
Email: arodriguez@madera.gov

To Consultant: Shelline K. Bennett
Liebert Cassidy Whitmore
5020 North Palm Ave., Suite 310
Fresno, CA 93704
Email: sbennett@lcwlegal.com

Notice shall be deemed effective on the date personally delivered, or transmitted by email, or if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

Either party may update their contact information, including but not limited to mailing address, email address, or phone number, at any time by providing written notice to the other party in accordance with the notice provisions set forth in this Agreement. Such updates shall take effect upon the other party's receipt of the written notice unless a later effective date is specified in the notice.

22. Entire Agreement. This Agreement, including the attachments and exhibits, represents the entire Agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral with respect to the subject matter herein. This Agreement may be amended only by written instrument signed by both City and Consultant.

23. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

24. Authority. The signatories to this Agreement warrant and represent that they have the legal right, power, and authority to execute this Agreement and bind their respective entities.

25. Severability. In the event any term or provision of this Agreement is declared to be invalid or illegal for any reason, this Agreement will remain in full force and effect and will be interpreted as though such invalid or illegal provision were not a part of this Agreement. The remaining provisions will be construed to preserve the intent and purpose of this Agreement and the parties will negotiate in good faith to modify any invalidated provisions to preserve each

party's anticipated benefits.

26. Applicable Law and Interpretation and Venue. This Agreement shall be interpreted in accordance with the laws of the State of California. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party. This Agreement is entered into by City and Consultant in the County of Madera, California. Thus, in the event of litigation, venue shall only lie with the appropriate state or federal court in Fresno County.

27. Attorneys Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant, or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorneys' fees and legal expenses.

28. Amendments and Waiver. This Agreement shall not be modified or amended in any way, and no provision shall be waived, except in writing signed by the parties hereto. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the remaining provisions of this Agreement.

29. Third Party Beneficiaries. Nothing in this Agreement shall be construed to confer any rights upon any party not a signatory to this Agreement.

30. Execution in Counterparts and by Electronic Signature. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages, and electronic or facsimile signatures (including PDF) shall be deemed original signatures for all purposes. The transmission of an executed counterpart by electronic means constitutes due delivery. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

31. Non-Discrimination. Consultant shall not discriminate on the basis of any protected class under federal or State law in the provision of the Services or with respect to any Consultant employees or applicants for employment. Consultant shall ensure that any subcontractors are bound to this provision. A protected class includes, but is not necessarily limited to race, color, national origin, ancestry, religion, age, sex, sexual orientation, marital status, and disability.

32. Artificial Intelligence. Consultant permits attorneys to utilize generative artificial intelligence ("AI") tools in the performance of their work within the standards and guidance established by the State Bar of California. Attorneys may use AI as a tool and do not use AI work product without applying their own independent legal judgement. Attorneys do not disclose confidential information to unsecure AI tools.

IN WITNESS WHEREOF, the City and Consultant have executed this Agreement on the date(s) set forth below.

LIEBERT CASSIDY WHITMORE

By: _____
Shelline K. Bennett, Partner

Date: _____

CITY OF MADERA

By: _____
Cecelia K. Gallegos, Mayor

Date: _____

APPROVED AS TO FORM:

_____
Shannon L. Chaffin, City Attorney

ATTEST:

_____
Alicia Gonzales, City Clerk

Exhibits

Exhibit A - Scope of Services
Exhibit B - Schedule of Compensation
Exhibit C - Insurance Requirements
Exhibit D - Conflict of Interest Disclosure Form

EXHIBIT A
SCOPE OF SERVICES

Consultant will provide professional services to review, revise, and assist with adoption of updates to the City's Civil Service System, Personnel Rules & Regulations, and Administrative Policies related to personnel matters. These services will also include review of the bargaining unit Memorandums of Understanding to identify any common items that may be better captured in a consolidated Personnel Policy Manual. The goal of these reviews/updates is to produce both a Civil Service rules and regulations document as well as a separate Personnel Policy Manual. These documents must be written in plain language that can be easily understood by all employees, supervisors, and management. The Consultant will participate in interactive discussions with the City's identified stakeholders to assist in preparing updates that provide modern, clear, and legally defensible employment practices and workplace policies. Services may include assisting the City with Meyers-Milias-Brown Act compliance should it be needed; however the City reserves the right to conduct labor unit meetings without the Consultant or with the help of a different consultant.

The following process steps and outcomes represent the minimum expectations for this project.

A. Review the City's existing rules, policies, and documents, including:
   1) Municipal Code Title II, Chapter II published here: https://codelibrary.amlegal.com/codes/madera/latest/overview
   2) Personnel Rules & Regulations and bargaining unit Memorandums of Understanding published here: https://www.madera.gov/city-government/human-resources/salaries-benefits/
   3) Administrative Policies provided as Attachment A to this RFP

B. Meet with designated City staff in-person or via video conference to discuss current practices and application of the codes, rules, and policies; discuss identified issues in current processes and potential modifications based on industry best practices. It is anticipated that this will be an ongoing discussion of the various topics involved in this project and may involve several meetings. The Consultant must be able to participate in these meetings with real-time knowledge of Federal and California laws applicable to local government entities, as well as industry best practice.

C. Provide an outline of initial recommendations based on review of documents listed in Item A of this section and information gathered through discussions in Item B. This may include, but is not limited to, recommendations for modifying, adding, or deleting policies or practices. This initial outline should be submitted to the City's Director of Human Resources in writing, with an in-person or video conference meeting to follow for discussion with the City's designated staff.

D. Develop draft documents based on discussions and feedback provided by designated City staff after review of the initial recommendations, with the new documents written in easily understood language that is in compliance with current Federal and California laws applicable to local government entities, as well as industry best practice. The written documents must be provided in Microsoft Word format to the City's Director of Human Resources, with an in-person or video conference meeting to follow for discussion and feedback from the City's designated staff. The City anticipates the following documents will be generated through this process.

   1) Updated Civil Service Rules & Regulations captured in the City's Municipal Code and/or adopted by Resolution of the City Council;

   2) A Personnel Policy Manual that provides relevant information for both full and part-time employees of the City and clearly provides and explains policies applicable to the City's employment practices including hiring, discipline, termination, leaves of absence, and any applicable personnel policies and procedures.

E. Prepare revisions to the proposed updated documents based on feedback from designated City staff. Provide updated documents to the Director of Human Resources in Microsoft Word format. Continue to meet with designated City staff and discuss further edits or recommendations until a final draft is confirmed.

F. If requested, assist the City in any processes required for compliance with the Meyers-Milias-Brown Act.

G. Prepare final documents for formal action. Documents must be provided to the City in Microsoft Word format and all final documents will be the property of the City.

H. Prepare and provide training for the City's management and supervisory staff on the new documents to include a summary of key changes and facilitate consistent application of the policies. It is expected that one (1) in-person session be offered with one (1) additional session offered via video conference to ensure all supervisory and management staff have an opportunity to attend. The video conference session may occur in the evening or on a Saturday depending on the staff involved.

I. After formal adoption of the new policies and procedures developed through this process, the Consultant shall provide ongoing recommendations and written updates to the developed policies due to new laws or regulations effected at the state or federal level for five (5) years. These recommendations and proposed updates shall be provided in real-time, be specific to the City of Madera, and put the City in the best position for legal compliance.

EXHIBIT B
SCHEDULE OF COMPENSATION

Total Not-To-Exceed Project Cost for the Scope of Services in Exhibit A, including expenses, but excluding Items F and I: **$60,000**. The estimated breakdown is as follows; actual costs will be determined by time spent for each category.

Scope Item	Brief Description	Estimated Cost
A	Document Review	$8,500
B	Client Meetings	$8,500
C	Outline of Recommendations	$14,000
D	First Draft of Documents	$14,000
E	Second Draft of Documents	$8,500
G	Preparation of Final Documents	$3,500
H	Training	$3,000

Cost for Scope of Services Item I:
Item I in the Scope of Services is to provide ongoing recommendations and written updates to the developed policies due to new state or federal laws. Cost for Item I is a total of $12,550 for five years.

Cost for Scope of Services Item F or Out-of-Scope Services:
Hourly Rates for Scope Item F (bargaining unit negotiations) or any Out-of-Scope Services shall be invoiced based on current hourly bill rates. Current fee schedule is as follows. Consultant bills to the tenth of one hour. Consultant will provide prior written notice to the City of any adjustment to hourly rates that may occur in the normal course of business.

Classification	Hourly Rate
Partners	$475
Senior Counsel	$390
Associates	$295 - $370
Labor Relations/Human Resources Consultant	$305
Classification & Compensation Consultant	$230
Paralegals	$165
E-Discovery Specialist	$185
Law Clerks	$180 - $200

EXHIBIT C
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.

EXHIBIT D

DISCLOSURE OF CONFLICT OF INTEREST

		YES*	NO
1	Are you currently in litigation with the City of Madera or any of its agents?	☐	☐
2	Do you represent any firm, organization or person who is in litigation with the City of Madera?	☐	☐
3	Do you currently represent or perform work for any clients who do business with the City of Madera?	☐	☐
4	Are you or any of your principals, managers or professionals, owners or investors in a business which does business with the City of Madera, or in a business which is in litigation with the City of Madera?	☐	☐
5	Are you or any of your principals, managers, or professionals, related by blood or marriage to any City of Madera employee who has any significant role in the subject matter of this service?	☐	☐
6	Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project?	☐	☐
* If the answer to any question is yes, please explain in full below.			

Explanation: _____

_____

_____

_____

_____

_____

_____

Signature

(Name)

(Address)

(City, State ZIP)

□ Additional page(s) attached.

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Harpiar Gandhi

Harpiar Gandhi, Public Works Ops Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: April 15, 2026

Agenda Number: B-16

SUBJECT:

Second Amendment to Airport Engineering and Construction Management Services Agreement with Brandley Engineering

RECOMMENDATION:

Adopt a Resolution retroactively approving Amendment No. 2 to the Airport Engineering and Construction Management Services Agreement with Brandley Engineering, Inc.

SUMMARY:

The City of Madera (City) has maintained an Airport Engineering and Construction Management Services Agreement with Brandley Engineering, Inc. to provide professional engineering services related to airport capital improvement projects at the Madera Municipal Airport (Airport). The Agreement was originally approved by the City Council on March 4, 2020, following Request for Proposals (RFP) No. 201920-07.

The proposed amendment will retroactively modify the term of the Agreement, update the consultant fee schedule, correct the notice recipient for the City, and provide for the issuance and approval of Task Orders.

DISCUSSION:

The Madera Municipal Airport is an approximately 890-acre general aviation facility owned and operated by the City. The Airport serves the City, surrounding areas of Madera County, and portions of Fresno County. Due to the specialized nature of airport infrastructure design and federal aviation grant compliance requirements, the City utilizes a qualified airport consulting engineer to assist with the development and implementation of airport capital improvement projects.

The City entered into an Airport Engineering and Construction Management Services Agreement with Reinard W. Brandley Consulting Airport Engineers effective March 4, 2020. In 2021, the firm transitioned from a sole proprietorship to an S-Corporation operating as Brandley Engineering, Inc. The City Council approved assignment of the Agreement to Brandley Engineering, Inc. on March 17, 2021, via Resolution No. 21-45, as the change represented only a modification to the firm's business structure and name.

Under the Agreement, Brandley Engineering has assisted the City with several Federal Aviation Administration (FAA) funded capital improvement projects at the Airport, including engineering design, construction management, and grant administration services. Brandley Engineering began providing engineering and construction management services associated with the Rehabilitation of Apron A2 and Hangar Taxilane projects in 2023 and has continued in this capacity to present day. These improvements are part of the Airport Capital Improvement Program and are funded primarily through FAA Airport Improvement Program (AIP) grants with additional participation from Caltrans Division of Aeronautics (Caltrans).

As these projects remain in progress, additional time is necessary to complete the remaining construction oversight, grant administration, and project close-out services. City staff reviewed the existing Agreement and Amendment No. 1 with Brandley Engineering and determined that although the firm has continued to provide services and work related to the projects noted above, the Agreement was allowed to lapse. Staff was of the understanding that the Agreement had been extended, however after a careful search of available records, has determined that no such action occurred. The proposed Amendment No. 2 to the Agreement will retroactively amend the Agreement to effect the following.

- The fee schedule will be updated to current fees.
- The term of the agreement will be retroactively modified to extend through March 4, 2027.
- The Public Works Operations Director will be designated to receive notices provided under the terms of the Agreement.
- The Public Works Operations Director will be authorized to issue and sign Task Orders retroactive to the beginning of the Agreement term.

FAA guidelines allow the City to continue engineering services over a lengthened term under an existing consultant agreement when the work represents continuation of ongoing federally funded airport improvement projects. Maintaining the same consulting engineer ensures continuity of project oversight, compliance with federal grant requirements, and efficient completion of the projects currently underway.

FINANCIAL IMPACT:

Amendment of the Agreement in and of itself does not create a financial obligation; such obligations are created by the issuance of individual project work through Task Orders. The majority of costs associated with these projects are funded through grants from the FAA Airport

Improvement Program and Caltrans. FAA typically funds approximately 90 percent of eligible project costs, with Caltrans funding approximately 5 percent. The Airport Fund is responsible for the remaining local match portion of the project costs.

ALTERNATIVES:

In considering options, the Council may explore the following alternatives to those proposed:

1. Direct staff to pursue procurement of a new airport consulting engineer.
2. Direct staff to further negotiate scope of services. or consultant compensation.

ATTACHMENTS:

1. Resolution Approving Amendment
    a. Exhibit A: Amendment No. 2 to Airport Engineering and Construction Management Services Agreement
2. Original Airport Engineering and Construction Management Services Agreement with Brandley Engineering, including Amendment No. 1 and Task Orders 1-5

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA RETROACTIVELY APPROVING AMENDMENT NO. 2 TO THE AIRPORT ENGINEERING AND CONSTRUCTION MANAGEMENT SERVICES AGREEMENT WITH BRANDLEY ENGINEERING, INC

WHEREAS, the City Council approved an Airport Engineering and Construction Management Services Agreement with Reinard W. Brandley Consulting Airport Engineers effective March 4, 2020, to provide professional engineering services related to airport capital improvement projects; and

WHEREAS, the firm subsequently transitioned from a sole proprietorship to an S-Corporation operating as Brandley Engineering, Inc., and the City Council approved assignment of the Agreement through Resolution No. 21-45 on March 17, 2021; and

WHEREAS, the City Council approved Amendment No. 1 to the Agreement in March 2023 as to fees and term; and

WHEREAS, City staff was of the understanding that the Agreement was still active and current, however after a careful search of the records, have determined that the Agreement requires retroactive modifications to the beginning of the Agreement term in order to fully capture the expected term of the agreement and issuance of Task Orders; and

WHEREAS, additional time is necessary to complete ongoing construction management, regulatory coordination, and project closeout services associated with these projects; and

WHEREAS, the Federal Aviation Administration allows continuation of professional services under an existing consultant agreement when services represent a logical continuation of work already underway and when maintaining the same consultant supports project continuity and compliance with federal grant requirements; and

WHEREAS, Amendment No. 2 to the Airport Engineering and Construction Management Services Agreement will retroactively amend the Agreement as to fees, term, notices, and issuance of Task Orders and is in the best interests of the City of Madera and Brandley Engineering, Inc.

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

1. The above recitals are true and correct and incorporated by reference.
2. The City Council approves Amendment No. 2 to the Airport Engineering and Construction Management Services Agreement between the City of Madera and

Brandley Engineering, Inc., attached as Exhibit A and incorporated herein.

3. This resolution is effective immediately upon adoption.

* * * * * * * *

Exhibit A: Amendment No. 2

AMENDMENT NO. 2 TO AIRPORT ENGINEERING AND CONSTRUCTION MANAGEMENT SERVICES AGREEMENT BETWEEN THE CITY OF MADERA AND BRANDLEY ENGINEERING, INC.

This Amendment No. 2, entered into on the 15th day of April, 2026, amends the previous agreement entitled, Airport Engineering and Construction Management Services Agreement dated March 4, 2020, and amended March 4, 2023, by and between the City of Madera, a municipal corporation of the State of California, hereinafter referred to as "City", and Brandley Engineering, Inc. an S corporation that is located on 6125 King Road, Suite 201, Loomis, CA 95650, hereinafter referred to as "Service Provider."

RECITALS

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

WHEREAS, City and Service Provider entered into Amendment No. 1 (Amend 1) to Airport Engineering and Construction Management Services Agreement for professional services effective on March 4, 2023, and

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

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

WHEREAS, the Parties wish to modify the agreement as to term and fee schedule for the purpose of allowing for the completion of projects currently in progress, which include the Rehabilitation of Apron A2 and the Hangar Taxilane.

AGREEMENT

Section 1. Section 3.1 of the Agreement titled "Fees" is amended by adding subsection C thereto to read as follows:

C. Fee Schedule Effective on March 4, 2026:

Personnel	Rate
Principal Engineer	$300.00/Hour
Senior Engineer	$184.50/Hour
Resident Engineer – Regular Time	$188.50/Hour
Resident Engineer – Overtime	$282.75/Hour
Junior Engineer	$123.00/Hour
Senior Inspector – Regular Time	$126.00/Hour
Senior Inspector - Overtime	$189.00/Hour
Senior Drafter	$123.00/Hour
Junior Drafter	$94.00/Hour
Apprentice – Regular Time	$95.00/Hour

Personnel	Rate
Apprentice – Overtime	$142.50/Hour
Project Administrator	$100.00/Hour
Clerical	$78.00/Hour
Laboratory Technician	$92.00/Hour
Per Diem Travel	$213/Day
Vehicle Rental	$41.00/Day + $0.72/Mile
Outside Consultants: Topographic Surveys, Geotechnical Drilling, Testing Laboratories, etc.	Cost + 10%

Section 2. Section 4 of the Agreement titled "Term of Agreement" is revised by replacing the existing Section 4 with the following:

> This Agreement shall be effective on March 4, 2020, after approval by the City Council at a duly scheduled meeting thereof and shall continue in full force and effect through March 4, 2027, unless otherwise terminated earlier by one of the parties pursuant to Section 8 of this Agreement.

Section 3. Section 10 of the Agreement titled "Notices" is revised by replacing the first sentence of that paragraph with the following:

> All notices and communications from the Service Provider shall be to the City's Public Works Operations Director.

Section 4. Section 14 is added to the Agreement titled "Task Orders" to include the following:

> All services assigned to Service Provider under this Agreement shall be documented in writing via Task Orders. The Public Works Operations Director is authorized to issue and execute all Task Orders.

Section 3. Except as amended by this Amendment No. 2, all other terms and conditions of the Agreement shall remain in full force and effect.

Section 4. This Amendment No. 2 shall be effective retroactively to March 4, 2020.

SIGNATURES ON NEXT PAGE

CITY OF MADERA
A municipal corporation of
The State of California

By:_____
Cecelia K. Gallegos, Mayor

Date:_____

ATTEST:

By:_____
Alicia Gonzales, City Clerk

BRANDLEY ENGINEERING, INC.

By:_____
Melissa Brandley, CFO & Secretary

Date:_____

APPROVED AS TO FORM:

_____
Shannon Chaffin, City Attorney

Date:_____

Attachment 2: Agreement with Amendment No. 1 and Task Orders 1-5

RESOLUTION NO. 20-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING AN AGREEMENT WITH REINARD W. BRANDLEY, CONSULTING AIRPORT ENGINEERS, FOR AIRPORT ENGINEERING AND CONSTRUCTION MANAGEMENT SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY

WHEREAS, the City has a need to secure airport engineering and construction management services from a qualified professional; and

WHEREAS, the City of Madera (City) issued a Request for Proposals (RFP) for Airport Engineering and Construction Management Services; and

WHEREAS, Reinard W. Brandley, Consulting Airport Engineers, has been identified as a firm having the necessary experience and qualifications to provide services under this Airport Engineering and Construction Management Services Agreement; and

WHEREAS, an agreement has been prepared between the City of Madera and Reinard W. Brandley, Consulting Airport Engineers, for airport engineering and project management services that is in the best interests of both parties.

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

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

****

PASSED AND ADOPTED by the City Council of the City of Madera this 4th day of March 2020 by the following vote:

AYES:	Mayor Medellin, Council Members Garcia, Gallegos, Rodriguez, Montes, Robinson, Holley.
NOES:	None.
ABSTENTIONS:	None.
ABSENT:	None.

APPROVED:

ANDREW J. MEDELLIN, Mayor

ATTEST:

ALICIA GONZALES, City Clerk

CITY OF MADERA INCORPORATED March 27, 1907 CALIFORNIA

CITY OF MADERA
AIRPORT ENGINEERING AND CONSTRUCTION MANAGEMENT SERVICES

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

RECITALS

A. The City is in need of Airport Engineering and Construction Management Services and the City has issued a Request for Proposals (RFP) for Airport Engineering and Construction Management Services.

B. City requires an Airport Engineering and Construction Management Services Agreement from a qualified professional service provider.

C. Service Provider is a firm having the necessary experience and qualifications to provide services under this Airport Engineering and Construction Management Services Agreement.

D. After conducting an RFP process for Airport Engineering and Construction Management Services and after review and consideration, City desires to retain Service Provider to provide said services.

AGREEMENT

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

1. Services. The City hereby employs Service Provider to provide Airport Engineering and Construction Management Services, herein set forth at the compensation and upon the terms and conditions herein expressed.

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

Preliminary Phase

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

Design Phase

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

Construction Phase

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

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

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

A. Fee Schedule

Personnel

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

Project Administrator $100.00/Hour
Clerical $75.00/Hour

Travel and Equipment Rental
Per Diem.....$175/Day
Vehicle Rental .....$40.00/Day + $0.58/Mile

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

4. Term of Agreement. This Agreement shall be effective on March 4, 2020, after approval by the City Council at a duly scheduled meeting thereof and shall continue in full force and effect through March 4, 2023, unless otherwise terminated earlier by one of the parties pursuant to Section 8 of this Agreement. This Agreement may be extended by mutual written consent annually thereafter, not to exceed two (2) additional years. Notice of such intent shall be provided by either Party ninety (90) days before the end of the initial term to allow for the appropriate vetting and appropriate approvals by the Parties. Fees and Costs for the optional extensions may be adjusted based upon the Consumer Price Index, Pacific Cities and U. S. Average for all urban consumers, Western Cities Category "C" or 2.5%, whichever is less.

5. Hold Harmless and Insurance Requirements.

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

5.2 Indemnification and Waivers.

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

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

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

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

6. Attorney's Fees/Venue. In the event that any action is brought to enforce the terms of this Agreement, the party found by the court to be in default agrees to pay reasonable attorney's fees to the successful party in an amount to be fixed by the Court. The venue for any claim being brought for breach of this Agreement shall be in Madera County.

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

8. Termination.

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

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

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

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

All notices shall be mailed to the City:

City of Madera
Public Works Department
1030 South Gateway Drive
Madera, CA 93637

To Service Provider:

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

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

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

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

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

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

9.5 Alcohol and Drug-Free Workplace. City reserves the right to deny access to, or require Service Provider to remove from, City facilities personnel of any Service Provider or subcontractor who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City's ability to maintain safe work facilities or to protect the health and well-being of City employees and the general public. City shall have the right of final approval for the entry or re-entry of any such person previously denied access to, or removed from, City facilities. Illegal drug activity means

possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for which the individual lacks a valid prescription. Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol.

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

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

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

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

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

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

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

****

CITY OF MADERA

BY: _____
Andrew Medellin, Mayor

REINARD W. BRANDLEY,
CONSULTING AIRPORT ENGINEERS

BY: _____
Reinard W. Brandley, Owner

ATTEST:

_____
Alicia Gonzales, City Clerk

CITY OF MADERA INCORPORATED March 27, 1907 CALIFORNIA

APPROVED AS TO FORM

_____
Hilda Cantú Montoy, City Attorney

Exhibit A

Insurance Requirements for Consultants

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

Minimum Scope and Limits of Insurance

Consultant shall maintain limits no less than:

- $2,000,000 **General Liability** (including operations, products and completed operations) per occurrence, $4,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01.General liability policies shall be endorsed using ISO form CG 20 10 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- $2,000,000 **Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and $1,000,000 **Employer's Liability** per accident for bodily injury or disease. Consultant shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, 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 Rating Guide.

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

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

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

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

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

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

Additional Insurance

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

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

B1 ACCESS TO RECORDS AND REPORTS

2 CFR § 200.333

2 CFR § 200.336

FAA Order 5100.38

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

B2 BREACH OF CONTRACT TERMS

2 CFR § 200 Appendix II(A)

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

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

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

B3 CIVIL RIGHTS - GENERAL

49 USC § 47123

GENERAL CIVIL RIGHTS PROVISIONS

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

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

B4 CIVIL RIGHTS – TITLE VI ASSURANCE

49 USC § 47123

FAA Order 1400.11

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

Title VI Clauses for Compliance with Nondiscrimination Requirements

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant"), agrees as follows:

1. **Compliance with Regulations:** The Consultant (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subconsultant or supplier will be notified by the Consultant of the Consultant's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Consultant's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it

or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

a. Withholding payments to the Consultant under the contract until the Consultant complies; and/or

b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Consultant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subconsultant, or supplier because of such direction, the Consultant may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by

discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

B5 CLEAN AIR AND WATER POLLUTION CONTROL

2 CFR § 200, Appendix II(G)

Consultant agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Consultant agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Consultant must include this requirement in all subcontracts that exceeds $150,000.

B6 DEBARMENT AND SUSPENSION

2 CFR part 180 (Subpart C)

2 CFR part 1200

DOT Order 4200.5

CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: http://www.sam.gov.
2. Collecting a certification statement similar to the Certification of Offerer /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

B7 DISADVANTAGED BUSINESS ENTERPRISE

49 CFR part 26

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the City of Madera to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

Contract Assurance (§ 26.13) –

The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate, which may include, but is not limited to:

1) Withholding monthly progress payments;
2) Assessing sanctions;
3) Liquidated damages; and/or
4) Disqualifying the Consultant from future bidding as non-responsible.

Prompt Payment (§26.29) – The prime Consultant agrees to pay each subconsultant under this prime contract for satisfactory performance of its contract no later than 7 days from the receipt of each payment the prime Consultant receives from City of Madera. The prime Consultant agrees further to return retainage payments to each subconsultant within 7 days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Madera. This clause applies to both DBE and non-DBE subconsultants.

B8 DISTRACTED DRIVING

Executive Order 13513

DOT Order 3902.10

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Consultant to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the

project. The Consultant must include the substance of this clause in all sub-tier contracts exceeding $3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

B9 ENERGY CONSERVATION REQUIREMENTS

2 CFR § 200, Appendix II(H)

Consultant and Subconsultant agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201*et seq*).

B10 EQUAL EMPLOYMENT OPPORTUNITY (EEO)

2 CFR 200, Appendix II(C)

41 CFR § 60-1.4

41 CFR § 60-4.3

Executive Order 11246

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the Consultant agrees as follows:

(1) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Consultant will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subconsultant or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subconsultant or vendor as a result of such direction by the administering agency the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:

   a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

   b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;

   c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

   d. "Minority" includes:

      (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

      (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);

      (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

      (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Consultant, or any subconsultant at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Consultant is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Consultants shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Consultant or subconsultant participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Consultants or subconsultants toward a goal in an approved Plan does not excuse any covered Consultant's or subconsultant's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Consultant shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Consultant should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction Consultants performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Consultant is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Consultant has a collective bargaining agreement to refer either minorities or women shall excuse the Consultant's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Consultant during the training period and the Consultant shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Consultant shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Consultant's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Consultant shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Consultant's employees are assigned to work. The Consultant, where possible, will assign two or more women to each construction project. The Consultant shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Consultant's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the

Consultant or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Consultant by the union or, if referred, not employed by the Consultant, this shall be documented in the file with the reason therefore along with whatever additional actions the Consultant may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Consultant has a collective bargaining agreement has not referred to the Consultant a minority person or female sent by the Consultant, or when the Consultant has other information that the union referral process has impeded the Consultant's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Consultant's employment needs, especially those programs funded or approved by the Department of Labor. The Consultant shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Consultant's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Consultant in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions, including specific review of these items, with onsite supervisory personnel such superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Consultant's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Consultant's EEO policy with other consultants and subconsultants with whom the Consultant does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Consultant's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Consultant shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a Consultant's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Consultant's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction consultants and suppliers, including circulation of solicitations to minority and female consultant associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Consultant's EEO policies and affirmative action obligations.

8. Consultants are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the Consultant is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Consultant actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Consultant's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Consultant. The obligation to comply, however, is the Consultant's and failure of such a group to fulfill an obligation shall not be a defense for the Consultant's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Consultant, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the Consultant has achieved its goals for women generally), the Consultant may be in violation of the Executive Order if a specific minority group of women is underutilized.

10. The Consultant shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Consultant shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Consultant shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any consultant who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Consultant, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Consultant fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

14. The Consultant shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Consultants shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

B11 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

29 USC § 201, et seq

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

B12 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

31 USC § 1352 – Byrd Anti-Lobbying Amendment

2 CFR part 200, Appendix II(J)

49 CFR part 20, Appendix A

CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

B13 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

29 CFR part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subconsultant's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

B14 TAX DELINQUENCY AND FELONY CONVICTIONS

CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

1) The applicant represents that it is ( ) is not (✓) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2) The applicant represents that it is ( ) is not (✓) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twentyfour (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

B15 TERMINATION OF CONTRACT

2 CFR § 200 Appendix II(B)

FAA Advisory Circular 150/5370-10, Section 80-09

TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Consultant must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

TERMINATION FOR DEFAULT (PROFESSIONAL SERVICES)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by Owner**: The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:
   1. Perform the services within the time specified in this contract or by Owner approved extension;
   2. Make adequate progress so as to endanger satisfactory performance of the Project; or
   3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

   Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

   Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant**: The Consultant may terminate this Agreement in whole or in part, if the Owner:
   1. Defaults on its obligations under this Agreement;
   2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
   3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

   Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

   In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

B16 TRADE RESTRICTION CERTIFICATION

49 USC § 50104

49 CFR part 30

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Consultant must provide immediate written notice to the Owner if the Offeror/Consultant learns that its certification or that of a subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances. The Consultant must require subconsultants provide immediate written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subconsultant:

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
2) whose subconsultants are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Consultant may rely on the certification of a prospective subconsultant that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Consultant or subconsultant knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

RESOLUTION NO. 23-29

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

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

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

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

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

WHEREAS, the Agreement limits price increases for extensions; and

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

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

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

1. The above recitals are true and correct.
2. The City Council approves Amendment No. 1 to Airport Engineering and Construction Management Services Agreement with Brandley Engineering Inc. which is attached hereto as Exhibit 1 and incorporated by reference.
3. The Mayor of the City of Madera is authorized to execute the Agreement and any and all documents necessary to effectuate the Agreement on behalf of the City.
4. This resolution is effective immediately upon adoption.

* * * *

PASSED AND ADOPTED by the City Council of the City of Madera this 15th day of March 2023 by the following vote:

AYES:	Mayor Garcia, Councilmembers Gallegos, Rodriguez, Montes, Evans, Mejia and Villegas.
NOES:	None.
ABSTENTIONS:	None
ABSENT:	None.

APPROVED:

SANTOS GARCIA, Mayor

ATTEST:

ALICIA GONZALES, City Clerk

CITY OF MADERA INCORPORATED March 27, 1907 CALIFORNIA

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

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

RECITALS

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

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

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

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

AGREEMENT

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

B. Fee Schedule Effective on March 4, 2023

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

Vehicle Rental	$40.00/Day+$.065 /Mile
Outside Consultants Topographic Surveys, Geotechnical Drilling, Testing Laboratories, etc.	Cost + 10%

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

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

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

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

SIGNATURES ON NEXT PAGE

CITY OF MADERA
A municipal corporation of
the State of California

By: _____
Santos Garcia, Mayor

Date: 03/27/23

ATTEST:

By: _____
Alicia Gonzales, City Clerk

Date: 4/17/23

BRANDLEY ENGINEERING INC.

By: _____
Melissa Brandley, CFO & Secretary

Date: March 16, 2023

APPROVED AS TO FORM:

_____
Hilda Cantu Montoy, City Attorney

Date: 04/10/23

CITY OF MADERA INCORPORATED ★ March 27, 1907 ★ CALIFORNIA

CITY OF MADERA

TASK ORDER NO. 1
TO
AIRPORT ENGINEERING AND CONSTRUCTION MANAGEMENT SERVICES

AIRFIELD DRAINAGE IMPROVEMENTS
MADERA MUNICIPAL AIRPORT
AIP NO. 3-06-0144-029-2020

THIS Task Order No. 1 is issued by the City of Madera, acting by and through its Department of Public Works ("Department") to Reinard W. Brandley, Consulting Airport Engineers (hereinafter "Consultant"). It is issued pursuant to the Agreement entered by the Parties per Airport Engineering and Construction Management Services Agreement.

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. INCORPORATION OF AIRPORT ENGINEERING AND CONSTRUCTION MANAGEMENT SERVICES dated March 4, 2020. This Task Order hereby incorporates by reference all terms and conditions set forth in the Airport Engineering and Construction Management Services Agreement for this project, unless specifically modified by this Task Order.

2. SCOPE OF SERVICES. CONSULTANT shall perform the services described in Exhibit "A" attached hereto and incorporated herein by reference.

3. TIME OF PERFORMANCE. CONSULTANT shall commence performance,and shall complete all required services no later than the dates set forth in Exhibit "A".

4. COMPENSATION. For services performed by CONSULTANT in accordance with this Task Order, CITY shall pay CONSULTANT, a Not to Exceed amount of $111,000 as set forth in Exhibit "B".

5. SIGNATURES. The individuals executing this Task Order represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Task Order on behalf of the respective legal entities of the CONSULTANT and the CITY. This Task Order shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

6. ATTACHMENTS. All attachments referred to are incorporated and made part of the Task Order. Attachments include:

   Attachment "A" – Scope of Work
   Attachment "B" – Breakdown of Engineering Fees

IN WITNESS WHEREOF the parties do hereby agree to the full performance of the terms set forth herein.

CITY OF MADERA

_____ Date: 11/10/20
Dan Foss, Operations Director
Department of Public Works

CONSULTANT

_____ Date: 11/10/2020
Reinard W. Brandley
Consulting Airport Engineer

EXHIBIT A

MADERA MUNICIPAL AIRPORT – MADERA, CALIFORNIA
AIRFIELD DRAINAGE IMPROVEMENTS

SCOPE OF WORK

A Grant Agreement under the Federal Aviation Administration Airport Improvement Program has – AIP No. 3-06-0144-029-2020 - been executed for the Engineering Design of an upgrade to the airfield drainage at the Madera Municipal Airport. A description of this project is as follows:

The major drainage from the airport, including runways, taxiways, aprons, and tee hangar areas, carries the storm water into a ditch and pipe drainage system in the infield between Runway 12-30 and Taxiway P. This storm water is then carried under the runway and drains into a swale through the golf course to a detention pond located at the southwest corner of the golf course. The soil in this detention pond is very permeable and all drain water from the airport and golf course that is delivered to this pond quickly percolates into the ground. The detention pond has adequate capacity to accommodate all drainage from the golf course and the fully developed airport.

The swale through the golf course is through relatively impervious soil and minor amounts of storm water percolate into the ground in this area. The golf course swale is of inadequate size to accommodate the storm water created by the current development, including the airport and golf course, and is unable to accept future development of the airport even though the detention pond has adequate capacity for all the anticipated drain water. Current storm water carried through the golf course creates serious flooding of the golf course and additional development on the airport will increase the problems with golf course flooding. It is proposed to relocate the discharge system from the airport to a separate drainage ditch and pipe system that will ultimately discharge into the same detention pond. This drainage system will be placed on the southeast side of the existing orchard immediately adjacent to the abandoned taxiway that leads from the apron to the threshold of Runway 8. Runway 8-26 is currently in the process of being permanently closed and abandoned pending construction of runway closure markings, which are scheduled for the near future, and amendment of the Caltrans permit.

The work performed under this proposed AIP grant will be the engineering design up through preparation of plans and specifications, engineer's estimate, and engineer's report only. The funding for the construction of this project will be requested for 2021. The estimated construction cost of this project is $800,000.

The engineering design of this project will be performed as follows:

Engineering Design and Preparation of Plans and Specifications

1) Perform environmental studies – Cat Ex with Biological Resources Assessment
2) Perform topographic surveys.
3) Perform geotechnical studies of the new storm water facilities
4) Perform complete engineering design.
5) Prepare complete plans and specifications for this project, ready for bid

6) Prepare Engineer's Report including engineer's estimate of construction costs for the proposed project, Construction Safety and Phasing Plan, and Construction Management Plan.

Consultant will complete all work included in the Scope of Work within 5 months of receipt of authorization to proceed from the City.

EXHIBIT B

MADERA MUNICIPAL AIRPORT
MADERA, CALIFORNIA

BREAKDOWN OF ENGINEERING FEES

Airfield Drainage Improvements
Estimated Total Future Construction Costs $800,000

Engineering Costs

Environmental Document - Categorical Exclusion

NEPA Project Manager	61 Hrs. @ $140	$ 8,540.00	
Biologist/Botanist	46 Hrs @ $130	5,980.00	
Cultural Resources	32 Hrs @ $140	4,480.00	
Design Engineer	10 Hrs. @ $150	1,500.00	
Project Administrator	5 Hrs. @ $90	450.00	
Total Environmental Documentation		$ 20,950.00	
		Use	$ 21,000.00

Topographic Surveys

2 Man Survey Crew	45 Hrs @ $225	$ 10,125.00	
Cadd Operator	20 Hrs. @ $105	2,100.00	
Senior Drafter	8 Hrs. @ $100	800.00	
Total Topographic Surveys		$ 13,025.00	
		Use	13,000.00

Geotechnical Studies

Mobilization/Demobilization	Lump Sum	$ 1,500.00	
Drill - 2-Man Crew	16 Hrs. @ $235	3,760.00	
Per Diem (Per Crew, Per Day)	2 Days @ $500	1,000.00	
Senior Engineer - On Site	23 Hrs. @ 180	4,140.00	
Principal Engineer - Lab	3 Hrs. @ $250	750.00	
Senior Engineer - Lab	5 Hrs. @ $180	900.00	
Senior Lab Technician	8 Hrs. @ $110	880.00	
Total Geotechnical Studies		$ 12,930.00	
		Use	13,000.00

Engineering Design:

Engineering Services up through Preparation of Plans, Specifications, and Reports

Principal Engineer	20 Hrs @ $250	$ 5,000.00	
Design Engineer	100 Hrs. @ $180	18,000.00	
Junior Engineer	80 Hrs. @ $120	9,600.00	
Senior Drafter	140 Hrs. @ $110	15,400.00	
Junior Drafter	50 Hrs @ $90	4,500.00	
Project Administrator	50 Hrs. @ $100	5,000.00	
Clerical	40 Hrs. @ $70	2,800.00	
Mileage	3,000 Miles @ $0.54	1,620.00	
Miscellaneous - Printing, Shipping, etc.		2,000.00	
Total Engineering Design		$ 63,920.00	
		Use	64,000.00
Total Engineering Costs			$ 111,000.00

CITY OF MADERA

TASK ORDER NO. 2
TO
AIRPORT ENGINEERING AND CONSTRUCTION MANAGEMENT SERVICES

PAVEMENT MAINTENANCE MANAGEMENT PLAN (PMMP)
MADERA MUNICIPAL AIRPORT
AIP NO. 3-06-0144-___-2021

THIS Task Order No. 2 is issued by the City of Madera, acting by and through its Department of Public Works ("Department") to Brandley Engineering, Inc. (hereinafter "Consultant"). It is issued pursuant to the Agreement entered by the Parties per Airport Engineering and Construction Management Services Agreement.

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. INCORPORATION OF AIRPORT ENGINEERING AND CONSTRUCTION MANAGEMENT SERVICES dated March 4, 2020. This Task Order hereby incorporates by reference all terms and conditions set forth in the Airport Engineering and Construction Management Services Agreement for this project, unless specifically modified by this Task Order.

2. SCOPE OF SERVICES. CONSULTANT shall perform the services described in Exhibit "A" attached hereto and incorporated herein by reference.

3. TIME OF PERFORMANCE. CONSULTANT shall commence performance and shall complete all required services no later than the dates set forth in Exhibit "A".

4. COMPENSATION. For services performed by CONSULTANT in accordance with this Task Order, CITY shall pay CONSULTANT, a Not to Exceed amount of $105,000 as set forth in Exhibit "B".

5. SIGNATURES. The individuals executing this Task Order represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Task Order on behalf of the respective legal entities of the CONSULTANT and the CITY. This Task Order shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

6. ATTACHMENTS. All attachments referred to are incorporated and made part of the Task Order. Attachments include:

   Attachment "A" – Scope of Work
   Attachment "B" – Breakdown of Engineering Fees

IN WITNESS WHEREOF the parties do hereby agree to the full performance of the terms set forth herein.

CITY OF MADERA

_____Date:_____
Dan Foss, Operations Director
Department of Public Works

CONSULTANT

Melissa S. Brandley Date:_____
Melissa S. Brandley, P.E.
Secretary/CFO

EXHIBIT A

MADERA MUNICIPAL AIRPORT – MADERA, CALIFORNIA
PAVEMENT MAINTENANCE MANAGEMENT PLAN (PMMP)

SCOPE OF WORK

The City of Madera has submitted an application for Federal Aviation Administration Airport Improvement Program funds for a Pavement Maintenance Management Plan (PMMP) proposed to be included in the 2021 Airport Improvement Program for the Madera Municipal Airport. A description of this project is as follows:

The F.A.A. has a requirement for the Sponsor, in order to remain eligible for Federal funding, to prepare and maintain an updated copy of the Pavement Maintenance/Management Plan (PMMP) for the airport. The last PMMP prepared for the Madera Municipal Airport was in 2014.

In this project a comprehensive PMMP is proposed. This will include pavement condition surveys to identify surface deterioration conditions and non-destructive load tests to be used with fatigue analysis methodologies to determine deep-seated distress and remaining pavement life. This type PMMP will provide schedule and type of maintenance and/or reconstruction required to extend the life of the pavement sections at least 20 years using forecast traffic. The results of the PMMP will also include estimated maintenance and reconstruction costs so that the Sponsor and F. A. A. can evaluate timing and type of reconstruction/rehabilitation and/or maintenance required to maintain the pavements in a safe operating condition. The 2014 PMMP indicated that a runway rehabilitation project would be needed in the next 1 to 3 years. The results of this study will identify any needed rehabilitation for the runway project and any other identified pavement needs.

A complete and detailed Pavement Maintenance Management Plan/Pavement Evaluation Study will include six major elements as listed below:

a. Pavement Condition Index (PCI) Determination

Pavements show distress and/or failure due to weathering, other environmental effects, age, traffic, and lack of maintenance. These distresses generally show up in the form of cracking, shoving, spalling, rutting, or other surface defects. A detailed visual inspection will be made of all pavements. The scope of investigation will be performed as set forth in ASTM D5340, Airport Pavement Condition Index Surveys. Once these surveys are complete, Pavement Condition Indexes will be assigned to each section of pavement.

b. Deep-Seated Distress

Deep-seated distress is a result of traffic passing over the pavement section and is a function of the type of traffic (impact or static loads), the load on the tire, and the number of aircraft coverages. Deep-seated distress ultimately leads to total failure of the section including critical subgrades or subsoils. These failures are generally exhibited as rutting and map cracking within the ruts for flexible pavements and slab shattering, cracking, or deflections in rigid pavements. The failure is generally a fatigue-type failure and is a function of the type of load and number of coverages. The Brandley Fatigue Analysis methodology and the FAA FAARFIELD methodology will

be utilized to predict time of failure under fatigue loading. Non-destructive testing will be conducted to obtain the necessary basic data to evaluate these pavements. On areas where deep-seated distress analysis is required, all pavements are tested with the falling weight deflectometer with the spacing of the tests being 100 to 200 feet.

c. Traffic Determination and Forecasts

In evaluating airfield pavements for deep-seated distress it is the number of coverages of each wheel on each aircraft over a given point of pavement that contributes to the deep-seated distress on or near that section of pavement. A determination of the current and forecast traffic at the airport will be made for traffic on each segment of airfield pavement based on the Airport's traffic records and forecasts.

d. Analysis and Recommendations

Based on the surface distress surveys and the deep-seated distress analysis, forecast pavement life is evaluated, time and type of strengthening or rehabilitation or reconstruction of each section is ascertained, different types of strengthening, overlaying, or reconstruction are analyzed and cost benefit analyses are conducted. Recommended procedures for rehabilitation are then made for each section, including the time and type of repair and rehabilitation required. For rigid pavements it is important to determine the stress under load in the pavement section itself to determine the adequacy of the concrete section and estimated time of failure. It is also important to evaluate load-transfer of the joints and deep-seated distress using the Fatigue Analysis methodology. Once this is completed, then analyses are conducted to determine the most cost-effective rehabilitation and the schedule that this rehabilitation work should be performed. The evaluations conducted will not only provide recommendations for strengthening and rehabilitating pavement sections but will also provide recommendations for maintenance work required to extend the life of the pavements and improve riding and operating conditions for the pavements.

e. Rehabilitation Costs

After the analysis and recommendations have been prepared for maintenance and rehabilitation, then preliminary cost analyses will be conducted to determine the estimated cost of the recommended maintenance and rehabilitation. These data can be used to establish maintenance and rehabilitation budgets for the airport.

f. Pavement Maintenance Management Program (PMMP) Report

A PMMP report will be prepared that summarizes all data obtained in the PCI determination, PCN, deep-seated distress study, traffic forecasts, and the analysis and recommendations derived from these data. The report will include a detailed pavement rehabilitation plan and schedule including estimated budgets.

Consultant will complete all work included in the Scope of Work within one year of receipt of authorization to proceed from the City.

EXHIBIT B

MADERA MUNICIPAL AIRPORT
CITY OF MADERA, CALIFORNIA

PAVEMENT MAINTENANCE MANAGEMENT PLAN (PMMP)

BREAKDOWN OF ENGINEERING FEES

Staff	Total Hours	Total Rate	Total
Falling Weight Deflectometer Testing			
Mobilization (From Ventura, CA)	8.0	$ 237	$ 1,896
HWD Testing	2 Days	3,300	5,728
Equipment Set Up	2.0	110	220
Per Diem	3 Days	227	681
Photos - Lump Sum			500
Project Management	6.0	232	1,392
Senior Engineer	18.0	180	3,240
Mileage	340.0	0.58	197
Per Diem - Senior Engineer	1.0	175	175
Total Falling Weight Deflectometer Testing			$ 14,029
Pavement Condition Index (PCI)			
Surface Condition Survey	20.0	$ 180.00	$ 3,600
Evaluation of Data	16.0	180.00	2,880
Per Diem	2.0	175.00	350
Mileage	340.0	0.58	197
Total PCI			$ 7,027
Engineering Analysis and Report			
Principal Engineer	35.0	$ 300.00	$ 10,500
Senior Engineer	300.0	180.00	54,000
Junior Engineer	150.0	120.00	18,000
Project Administrator	10.0	100.00	1,000
Clerical	5.0	75.00	375
Total Engineering & Report			$ 83,875
TOTALS			***$ 104,931***
TOTALS - Use			***$ 105,000***

CITY OF MADERA

TASK ORDER NO. 3
TO
AIRPORT ENGINEERING AND CONSTRUCTION MANAGEMENT SERVICES

AIRFIELD DRAINAGE IMPROVEMENTS – CONSTRUCTION MANAGEMENT
MADERA MUNICIPAL AIRPORT
AIP NO. 3-06-0144-034-2022

THIS Task Order No. 3 is issued by the City of Madera, acting by and through its Department of Public Works ("Department") to Brandley Engineering (hereinafter "Consultant"). It is issued pursuant to the Agreement entered by the Parties per Airport Engineering and Construction Management Services Agreement.

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. INCORPORATION OF AIRPORT ENGINEERING AND CONSTRUCTION MANAGEMENT SERVICES dated March 4, 2020, and Resolution No. 21-45 approving the assignment of Airport Engineering and Construction Management Services Agreement to Brandley Engineering, Inc. This Task Order hereby incorporates by reference all terms and conditions set forth in the Airport Engineering and Construction Management Services Agreement for this project, unless specifically modified by this Task Order.

2. SCOPE OF SERVICES. CONSULTANT shall perform the services described in Exhibit "A" attached hereto and incorporated herein by reference.

3. TIME OF PERFORMANCE. CONSULTANT shall commence performance, and shall complete all required services no later than the dates set forth in Exhibit "A".

4. COMPENSATION. For services performed by CONSULTANT in accordance with this Task Order, CITY shall pay CONSULTANT, a Not to Exceed amount of $240,100 as set forth in Exhibit "B".

5. SIGNATURES. The individuals executing this Task Order represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Task Order on behalf of the respective legal entities of the CONSULTANT and the CITY. This Task Order shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

6. ATTACHMENTS. All attachments referred to are incorporated and made part of the Task Order. Attachments include:

   Attachment "A" – Scope of Work
   Attachment "B" – Breakdown of Engineering Fees

IN WITNESS WHEREOF the parties do hereby agree to the full performance of the terms set forth herein.

CITY OF MADERA	**CONSULTANT**
_____ Date: 10/17/2022	Melissa S Brandley Date: 6/7/22
Jamie Hickman Operations Director Department of Public Works	Melissa S. Brandley, P.E. Secretary/CFO

EXHIBIT A

MADERA MUNICIPAL AIRPORT – MADERA, CALIFORNIA
AIRFIELD DRAINAGE IMPROVEMENTS – CONSTRUCTION MANAGEMENT

SCOPE OF WORK

An Application has been filed for a Grant Agreement under the Federal Aviation Administration Airport Improvement Program for the construction of an upgrade to the airfield drainage at the Madera Municipal Airport. A description of this project is as follows:

The major drainage from the airport, including runways, taxiways, aprons, and tee hangar areas, carries the storm water into a ditch and pipe drainage system in the infield between Runway 12-30 and Taxiway P. This storm water is then carried under the runway and drains into a swale through the golf course to a detention pond located at the southwest corner of the golf course. The soil in this detention pond is very permeable and all drain water from the airport and golf course that is delivered to this pond quickly percolates into the ground. The detention pond has adequate capacity to accommodate all drainage from the golf course and the fully developed airport.

The swale through the golf course is through relatively impervious soil and minor amounts of storm water percolate into the ground in this area. The golf course swale is of inadequate size to accommodate the storm water created by the current development, including the airport and golf course, and is unable to accept future development of the airport even though the detention pond has adequate capacity for all the anticipated drain water. Current storm water carried through the golf course creates serious flooding of the golf course and additional development on the airport will increase the problems with golf course flooding. It is proposed to relocate the discharge system from the airport to a separate drainage ditch and pipe system that will ultimately discharge into the same detention pond. This drainage system will be placed on the southeast side of the existing orchard immediately adjacent to the abandoned taxiway that leads from the apron to the threshold of the closed Runway 8. Runway 8-26 was closed and abandoned on February 3, 2020.

The work performed under this proposed AIP grant will be the engineering during bid and award, engineering during construction and project closeout, and construction management of the project. The funding for the construction of this project has been requested for 2022. The as-bid construction cost of this project is $1,042,095.

DBE Program and Goal Calculation – FAA requires airports to have a current DBE program if they receive $250,000 or more in AIP funding during a Federal fiscal year. Each DBE program is valid for 3 years. Madera's last DBE program was created in 2017 and is more than three years old and requires an update including incorporating new FAA requirements established in 2018. This will include preparation of a Disadvantaged Business Enterprise (DBE) Program and goal calculation as required by 49 CFR Part 26. This is included in the engineering scope under this task order.

The engineering of this project will be performed in three phases, as follows:

a. ***Project Scoping***

DBE Program and Goal Calculation

b. ***Engineering Support During Bidding and Contract Award***

1) Assist City in printing and distributing final plans and specifications to prospective contractors.

2) Participate in a pre-bid meeting for all prospective contractors.

3) Respond to any questions and comments from prospective contractors.

4) Preparation of required addenda.

5) Assist City in awarding contract including preparation of Abstract of Bids, evaluation of bids, and preparation of application for AIP funding.

c. ***Engineering Design Services During Construction and Project Closeout***

1) Participate in a pre-construction conference.

2) Provide engineering surveillance of all construction operations, including attendance at weekly construction meetings, preparation of any change orders required, preparation of contractor pay estimates, preparation of F.A.A. reimbursement requests, review of all contractor submittals, and preparation of final as-constructed drawings and final engineer's report.

The engineering design services during construction will be conducted during the entire construction phase of the work. Final record drawings and engineer's report will be prepared within 30 calendar days of receipt of contractor's final redline drawings and quality control test results.

d. ***Construction Management*** - The Contractor will be required to furnish material submittals for all materials proposed for use on the project, provide all Quality Control Testing and Inspection during the construction of this project, and meet all requirements of the plans and specifications.

The Engineer will provide all Quality Assurance Testing and Inspection, which will include the following:

1) Furnish qualified Resident Engineer to review and monitor all construction activities.

2) Provide all testing and inspection required as included in the quality assurance program including providing technicians and inspectors as required.

3) Provide surveying services as required.

4) Provide traffic safety inspectors and Safety Plan implementation.

5) Review and approve all contractor's quality control testing and inspection.

The construction management and testing work will be performed during the total time that construction occurs.

EXHIBIT B

MADERA MUNICIPAL AIRPORT
MADERA, CALIFORNIA

AIRFIELD DRAINAGE IMPROVEMENTS - CONSTRUCTION MANAGEMENT

BREAKDOWN OF ENGINEERING FEES

Airfield Drainage Improvements

Project Formulation - DBE Program and Goal					
DBE Specialist Subconsultant				$ 11,000.00	
Principal Engineer	3.5	Hrs. @	$ 300.00	1,050.00	
				$ 12,050.00	
Total - Project Formulation - DBE Program and Goal				*Use*	$ 12,100.00
Engineering Support During Bidding and Contract Award					
Principal Engineer	16.0	Hrs. @	$ 300.00	$ 4,800.00	
Senior Design Engineer	10.0	Hrs. @	180.00	1,800.00	
Junior Engineer	8.0	Hrs. @	120.00	960.00	
Project Administrator	10.0	Hrs. @	100.00	1,000.00	
Clerical	5.0	Hrs. @	75.00	375.00	
Mileage	330.0	Miles @	0.58	191.40	
Postage and Other Expenses				1,000.00	
Total - Bidding and Contract Award				$ 10,126.40	
				Use	10,000.00
Engineering Design During Construction and Final Project Closeout					
Principal Engineer	100.0	Hrs. @	$ 300.00	$ 30,000.00	
Senior Engineer	60.0	Hrs. @	180.00	10,800.00	
Senior Drafter	70.0	Hrs. @	120.00	8,400.00	
Project Administrator	80.0	Hrs. @	100.00	8,000.00	
Clerical	30.0	Hrs. @	75.00	2,250.00	
Mileage	1,000.0	Miles @	0.58	580.00	
Total - Engineering During Construction				$ 60,030.00	
				Use	60,000.00
Construction Management (45 working days)					
Resident Engineer					
Regular Hours	458.0	Hrs. @	$ 180.00	$ 82,440.00	
Overtime Hours	90.0	Hrs. @	270.00	24,300.00	
Inspector					
Regular Hours	50.0	Hrs. @	180.00	9,000.00	
Overtime Hours	20.0	Hrs. @	270.00	5,400.00	
Apprentice					
Regular Hours	72.0	Hrs. @	95.00	6,840.00	
Overtime Hours	18.0	Hrs. @	142.50	2,565.00	
Certified Asphalt Testing Lab		Standard Rates		5,000.00	
Certified Concrete Testing Lab		Standard Rates		10,000.00	
Vehicle Rental	50.0	Days @	40.00	2,000.00	
Mileage	3,300.0	Miles @	0.58	1,914.00	
Per Diem	40.0	Days @	210.00	8,400.00	
Total - Construction Management				$ 157,859.00	
				Use	158,000.00
Total Engineering					$ 240,100.00

CITY OF MADERA

TASK ORDER NO. 4
TO
AIRPORT ENGINEERING AND CONSTRUCTION MANAGEMENT SERVICES

PRELIMINARY ENGINEERING
REHABILITATE APRON A2 AND TAXILANE
MADERA MUNICIPAL AIRPORT

THIS Task Order No. 4 is issued by the City of Madera, acting by and through its Department of Public Works ("Department") to Brandley Engineering (hereinafter "Consultant"). It is issued pursuant to the Agreement entered by the Parties per Airport Engineering and Construction Management Services Agreement.

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. INCORPORATION OF AIRPORT ENGINEERING AND CONSTRUCTION MANAGEMENT SERVICES dated March 4, 2020, Resolution No. 21-45 approving the assignment of Airport Engineering and Construction Management Services Agreement to Brandley Engineering, Inc., and Resolution No. 23-29 extending the Agreement to March 4, 2025. This Task Order hereby incorporates by reference all terms and conditions set forth in the Airport Engineering and Construction Management Services Agreement for this project, unless specifically modified by this Task Order.

2. SCOPE OF SERVICES. CONSULTANT shall perform the services described in Exhibit "A" attached hereto and incorporated herein by reference.

3. TIME OF PERFORMANCE. CONSULTANT shall commence performance, and shall complete all required services no later than the dates set forth in Exhibit "A".

4. COMPENSATION. For services performed by CONSULTANT in accordance with this Task Order, CITY shall pay CONSULTANT, a Not to Exceed amount of $8,200 as set forth in Exhibit "B".

5. SIGNATURES. The individuals executing this Task Order represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Task Order on behalf of the respective legal entities of the CONSULTANT and the CITY. This Task Order shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

6. ATTACHMENTS. All attachments referred to are incorporated and made part of the Task Order. Attachments include:

   Attachment "A" – Scope of Work
   Attachment "B" – Breakdown of Preliminary Engineering Fees

IN WITNESS WHEREOF the parties do hereby agree to the full performance of the terms set forth herein.

CITY OF MADERA

_____ Date: 5/15/23
Ismael Hernandez
Operations Director
Department of Public Works

CONSULTANT

Melissa S. Brandley Date: 5/9/23
Melissa S. Brandley, P.E.
Secretary/CFO

EXHIBIT A

MADERA MUNICIPAL AIRPORT – MADERA, CALIFORNIA
REHABILITATE APRON A2 AND TAXILANE

PRELIMINARY ENGINEERING

SCOPE OF WORK

Apron A2 and connecting taxilane at the Madera Municipal Airport are exhibiting significant cracking, creating FOD. It is proposed to prepare the preliminary engineering for the rehabilitation of the pavements in these areas. A description of proposed preliminary engineering services is as follows:

- ***Preparation of a Categorical Exclusion***

  To meet NEPA requirements a Categorical Exclusion will be prepared for the project, which will include an updated cultural resources database search, endangered species database update, and preparation of a documented categorical exclusion.

- ***Project Discovery Meeting***

  A Project Discovery Meeting will be held by zoom between the City of Madera and Brandley Engineering to review project requirements and proposed costs.

- ***Preparation of Project Application***

  An application for FAA Airport Infrastructure Grant (AIG) funding will be prepared for the engineering design of the project. This application will include all required FAA forms, a program narrative, estimated costs, and a project sketch. Brandley Engineering will prepare the application and submit it to the City of Madera for submission to the FAA.

EXHIBIT B

MADERA MUNICIPAL AIRPORT

REHABILITATE APRON A2 AND TAXILANE

BREAKDOWN OF PRELIMINARY ENGINEERING FEES

Environmental Studies - Cat Ex					
NEPA Project Manager			$ 5,750.00		
Principal Engineer	2.0 Hrs. @	$ 300.00	600.00		
Senior Design Engineer	2.0 Hrs. @	180.00	360.00		
Total Environmental Use			$ 6,710.00	$	6,700.00
Project Discovery Meeting					
Principal Engineer	1.0 Hrs. @	$ 300.00	$ 300.00		
Total Project Discovery Meeting					300.00
Preparation of Project Application					
Principal Engineer	1.0 Hrs. @	$ 300.00	$ 300.00		
Junior Engineer/Senior Drafter	2.0 Hrs. @	120.00	240.00		
Project Administrator	5.0 Hrs. @	100.00	500.00		
Clerical	2.0 Hrs. @	85.00	170.00		
Total - Project Application Use			$ 1,210.00		1,200.00
Total Preliminary Engineering				$	8,200.00

CITY OF MADERA

TASK ORDER NO. 5
TO
AIRPORT ENGINEERING AND CONSTRUCTION MANAGEMENT SERVICES

ENGINEERING DESIGN
REHABILITATE APRON A2 AND TAXILANE
MADERA MUNICIPAL AIRPORT

THIS Task Order No. 5 is issued by the City of Madera, acting by and through its Department of Public Works ("Department") to Brandley Engineering (hereinafter "Consultant"). It is issued pursuant to the Agreement entered by the Parties per Airport Engineering and Construction Management Services Agreement.

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. INCORPORATION OF AIRPORT ENGINEERING AND CONSTRUCTION MANAGEMENT SERVICES dated March 4, 2020, Resolution No. 21-45 approving the assignment of Airport Engineering and Construction Management Services Agreement to Brandley Engineering, Inc., and Resolution No. 23-29 extending the Agreement to March 4, 2025. This Task Order hereby incorporates by reference all terms and conditions set forth in the Airport Engineering and Construction Management Services Agreement for this project, unless specifically modified by this Task Order.

2. SCOPE OF SERVICES. CONSULTANT shall perform the services described in Exhibit "A" attached hereto and incorporated herein by reference.

3. TIME OF PERFORMANCE. CONSULTANT shall commence performance, and shall complete all required services no later than the dates set forth in Exhibit "A".

4. COMPENSATION. For services performed by CONSULTANT in accordance with this Task Order, CITY shall pay CONSULTANT, a Not to Exceed amount of $60,500 as set forth in Exhibit "B".

5. SIGNATURES. The individuals executing this Task Order represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Task Order on behalf of the respective legal entities of the CONSULTANT and the CITY. This Task Order shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

6. ATTACHMENTS. All attachments referred to are incorporated and made part of the Task Order. Attachments include:

   Attachment "A" – Scope of Work
   Attachment "B" – Breakdown of Engineering Fees

IN WITNESS WHEREOF the parties do hereby agree to the full performance of the terms set forth herein.

CITY OF MADERA

Date: 12/4/2023

Ismael Hernandez
Operations Director
Department of Public Works

CONSULTANT

Melissa S Brandley Date: 5-24-23

Melissa S. Brandley, P.E.
Secretary/CFO

EXHIBIT A

MADERA MUNICIPAL AIRPORT – MADERA, CALIFORNIA
REHABILITATE APRON A2 AND TAXILANE

ENGINEERING DESIGN

SCOPE OF WORK

Apron A2 and connecting taxilane at the Madera Municipal Airport are exhibiting significant cracking, creating FOD. It is proposed to prepare the engineering design services for the rehabilitation of the pavements in these areas. A description of proposed engineering services is as follows:

Phase 1 – Preliminary Engineering

a) Topographic Surveys – Perform topographic survey of the proposed site (approx. 45,000 Sq. Yd.)

Phase 2 - Engineering Design and Preparation of Plans and Specifications

a) Design the Construction Safety and Phasing Plan and accompanying report with special attention to maintaining operational capability of the airport to the extent feasible throughout the project phases and conformance with FAA requirement for safety during construction per AC 150/5370-2G. This will include City & airport tenant coordination.

b) Design the finished pavement grading plan based on existing topographic surveys, matching existing surrounding grades and utilities structures, and providing ease of construction.

c) Draft typical pavement sections and various design details

d) Draft a new marking plan showing the locations of new required airfield marking in conformance with FAA design standards

e) Coordination with the City to prioritize portions of the project to be separated into a Base Bid, Alternat No. 1 and Alternate No. 2 in order to facilitate award of the project based on available funding and contractor bid prices. Engineer will incorporate base bid and alternate design details into the plans and specifications including design of any required temporary tapers to match existing grades.

a) Estimate take off quantities for the various construction and bid items.

b) Draft specifications including City bidding requirements, federal contract provisions, special provisions, and material technical specifications in conformance with City and FAA requirements.

c) Assemble complete plans and specifications for the project, ready for bid including detailed quality control reviews and revisions and City coordination.

d) Prepare a Construction Management Plan detailing the required contractor quality control and sponsor/engineering quality assurance requirements for various components of the construction in compliance with required FAA standards.

e) Prepare Engineer's Report including engineer's estimate of construction costs for the proposed project.

Time of Completion

The engineering design of this project shall be completed within one hundred twenty (120) calendar days of issuance of authorization to proceed.

MADERA MUNICIPAL AIRPORT
MADERA, CALIFORNIA

REHABILITATE APRON A2 AND TAXILANE

BREAKDOWN OF ENGINEERING FEES

Rehabilitate Apron A2 and Taxilane

Phase 1 - Topographic Surveys

Topographic Survey				$ 10,000.00	
Engineering Supervision				1,000.00	
Total Topographic Surveys					$ 11,000.00

Phase 2 - Engineering Design:

Engineering Services up through Preparation of Plans, Specifications, and Reports

Principal Engineer	60.0	Hrs. @	$ 300.00	$ 18,000.00	
Senior Engineer	100.0	Hrs. @	180.00	18,000.00	
Junior Engineer/Senior Drafter	48.0	Hrs. @	120.00	5,760.00	
Project Administrator	45.0	Hrs. @	100.00	4,500.00	
Clerical	38.0	Hrs. @	76.00	2,888.00	
Total Engineering Design				$ 49,148.00	
Use					49,500.00
Total Engineering					$ 60,500.00

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Harpiar Gandhi

Harpiar Gandhi, Public Works Ops Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: April 15, 2026

Agenda Number: B-17

SUBJECT:

Caltrans Division of Aeronautics Annual Credit Program Funds

RECOMMENDATION:

Adopt a Resolution:

1. Authorizing the acceptance of $10,000 in FY 2025/26 Annual Credit Program funds from the Caltrans Division of Aeronautics; and
2. Authorizing the City Manager, or designee, to execute and submit all required documents, including the Disbursement Request (Form DOA-0009) and any required certifications.

SUMMARY:

The City of Madera Municipal Airport is eligible to receive $10,000 in funding under the California Department of Transportation (Caltrans) Division of Aeronautics Annual Credit Program for Fiscal Year (FY) 2025/26.

The program provides flexible state funding for airport operations, maintenance, and eligible capital improvements. Staff recommends that the City Council authorize acceptance of the funds and submission of the required disbursement request.

BACKGROUND:

The Caltrans Division of Aeronautics administers the Annual Credit Program pursuant to the California Public Utilities Code and the State Aeronautics Act. The program provides annual funding allocations of up to $10,000 to eligible public-use, publicly owned general aviation airports that are not designated by the Federal Aviation Administration (FAA) as Commercial Service or Reliever airports.

To qualify, the airport sponsor must meet specific eligibility criteria, including:

- Ownership by a public entity (city, county, or district)
- Operation of a public-use airport open without restriction
- Maintenance of a valid State airport permit
- Adoption of operational controls and land use protections (including height restrictions)
- Establishment of a Special Aviation Fund to account for program revenues and expenditures
- Annual certification of eligibility through Form DOA-0007

Annual Credit funds accrue at $10,000 per year and may be accumulated for up to five fiscal years for future use. Funds are held by Caltrans until requested by the sponsor. On April 7, 2026, the City was notified that the FY 2025/26 Annual Credit allocation of $10,000 is available for disbursement.

DISCUSSION:

To access the FY 2025/26 Annual Credit funds, the City must submit a Disbursement Request (Form DOA-0009) dated April 7, 2026, or later to the Caltrans Division of Aeronautics. Should the request be submitted on or after June 1, 2026, the City must also submit the FY 2026/27 Certification (Form DOA-0007) to maintain eligibility for the upcoming fiscal year.

Annual Credit funds may be used at the City's discretion for airport and aviation purposes, including both capital and operational expenses. Eligible uses include, but are not limited to:

- Runway, taxiway, and airfield improvements
- Lighting, navigational aids, and marking systems
- Security fencing and obstruction removal
- Planning, engineering, and land acquisition
- Matching funds for federal Airport Improvement Program (AIP) grants
- Airport operations and maintenance, including utilities, service vehicles, and personnel-related costs
- General aviation support facilities such as fueling infrastructure, restrooms, and wash racks

The program does not require a local funding match, providing a cost-effective funding source to support airport operations and infrastructure. Annual Credit funds are subject to State audit requirements, and supporting documentation must be retained for a minimum of three years. Additionally, if the airport is closed to public use for more than one year, a portion of previously expended funds may be subject to repayment, reduced incrementally over time.

Staff recommends submitting the disbursement request prior to June 1, 2026, to streamline processing and avoid additional certification requirements.

FINANCIAL IMPACT:

The City will receive $10,000 in revenue from the Caltrans Division of Aeronautics Annual Credit Program for FY 2025–26. Upon receipt, funds will be deposited into the Airport Fund (Special Aviation Fund) and used for eligible airport-related expenses. Acceptance of these funds will offset operational or capital costs and reduce reliance on local funding sources.

No adverse impact to the General Fund is anticipated.

ALTERNATIVES:

1. Decline to accept funding, resulting in forfeiture of the $10,000 Annual Airport Credit.
2. Direct Staff for additional information and to return to a subsequent meeting for consideration.

ATTACHMENTS:

1. Resolution
    a. Exhibit A - Disbursement Request (Form DOT – 0009)
2. Caltrans Aeronautics Annual Credit Program Notification

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA ACCEPTING FISCAL YEAR 2025–26 ANNUAL CREDIT PROGRAM FUNDS FROM THE CALIFORNIA DEPARTMENT OF TRANSPORTATION DIVISION OF AERONAUTICS AND AUTHORIZING SUBMITTAL OF A DISBURSEMENT REQUEST

WHEREAS, the City of Madera owns and operates the Madera Municipal Airport, a public-use general aviation airport; and

WHEREAS, the California Department of Transportation (Caltrans), Division of Aeronautics, administers the Annual Credit Program pursuant to the California Public Utilities Code and State Aeronautics Act, which provides funding to eligible airports for airport and aviation purposes, including operations and maintenance; and

WHEREAS, eligible airports may receive up to $10,000 annually under the Annual Credit Program, with funds accruing and available for disbursement upon request; and

WHEREAS, the Madera Municipal Airport meets the eligibility requirements for the Annual Credit Program, including being publicly owned, open for public use, and not designated by the Federal Aviation Administration as a Commercial Service or Reliever airport; and

WHEREAS, on April 7, 2026, the City was notified that $10,000 in Annual Credit Program funds for Fiscal Year 2025–26 has been made available for disbursement; and

WHEREAS, the City is required to submit a Disbursement Request (Form DOA-0009) and maintain annual program certification (Form DOA-0007) to access and remain eligible for program funding; and

WHEREAS, the Annual Credit Program does not require a local funding match and provides a funding source to support airport operations, maintenance, and eligible capital improvements.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Madera as follows:

1. The City Council hereby accepts $10,000 in Fiscal Year 2025–26 Annual Credit Program funds from the California Department of Transportation, Division of Aeronautics; and

2. The City Council authorizes the City Manager, or designee, to execute and submit all required documents necessary to obtain the funds, including the Disbursement Request (Form DOA-0009) and any required certifications; and

3. The City Manager, or designee, is further authorized to take all actions necessary to implement this resolution and administer the funds in accordance with applicable

laws and program requirements, subject to approval by the City Attorney as to legal form for any agreements, if required.

4. This Resolution shall immediately take effect upon passage.

*****

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

CALIFORNIA AID TO AIRPORTS PROGRAM (CAAP) ANNUAL CREDIT DISBURSEMENT REQUEST

Exhibit A

DOT DOA-0009 (REV 02/2026)

PERSONAL INFORMATION NOTICE

Pursuant to the Federal Privacy Act (5 U.S.C, Section 552 et seq.) and the Information Practices Act of 1977 (IPA) (Civil Code Sections 1798 et seq.) declares that the right to privacy is a personal and fundamental right protected by the California and United States Constitutions. Please be advised that this form requests personal information. The term “personal information” means any information that is maintained by an agency that identifies or describes an individual, including, but not limited to, the individual’s name, social security number, physical description, home address, home telephone number, education, financial matters, and medical or employment history. It includes statements made by, or attributed to, the individual. (Civil Code, § 1798.3, subdivision (a).)

Information Collection and Access: California law requires the following information to be provided when collecting information from individuals. (See, for example, Civil Code, § 1798.17.)

Agency Name and Division Within the Agency Requesting the Information:

California Department of Transportation, Division of Aeronautics

Title of Official Responsible for Information Maintenance:

For more information, please contact the Office Chief for the Office of Technical Services & Programs at (916) 879-2965, in writing at Office of Technical Services & Programs, 1120 N Street, MS- 40, Sacramento, CA 95814, or by email at aeronauticsGL@dot.ca.gov

Maintenance of the Information Authorized By:

Information Practices Act (Civil Code Section 1798 et seq.)

Consequences of Not Providing All or Any Part of the Requested Information:

This information is mandatory. Failure to provide all information requested may result in processing delays.

Principal Purpose(s) for Which the Information Will Be Used:

The request for personal information is to facilitate processing this form and review eligibility for the program.

Known Disclosures:

The information shall be disclosed to authorized California Department of Transportation employees, the State Controller’s Office, Department of Treasury, and will remain confidential.

Right of Access to Records:

Individuals have the right to access information provided and may request a correction or deletion of records. Exceptions may include, but are not limited to, investigations and public transparency laws. Personal Information will only be disclosed as permitted by the Information Practices Act, Civil Code, §§ 1798–1798.83, or as otherwise required by law. To request access to, or to request correction or deletion of, information provided in this form you may contact the Official Responsible for Information Maintenance identified above.

Americans with Disabilities Act (ADA) Notice: This document is available in alternative accessible formats. For more information, please contact the Forms Management Unit at (279) 234-2284, TTY 711, in writing at Forms Management Unit, 1120 N Street, MS-89, Sacramento, CA 95814, or by email at Forms.Management.Unit@dot.ca.gov.

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

CALIFORNIA AID TO AIRPORTS PROGRAM (CAAP)
ANNUAL CREDIT DISBURSEMENT REQUEST

DOT DOA-0009 (REV 02/2026)

PLEASE PRINT OR TYPE AND COMPLETE ALL APPLICABLE ITEMS

REQUEST FOR DISBURSEMENT

The _____ *(Public Entity)*

requests $ _____ from the account of _____ *(Airport Name)*

in the County of Madera for expenditure solely on this airport during, fiscal year 2025/2026 .

AIRPORT SIGNATURES

SIGNATURE	DATE

PRINT NAME	TITLE

PHONE	EMAIL

CONTACT NAME (IF DIFFERENT FROM ABOVE)	CONTACT PHONE	CONTACT EMAIL

EXPENDITURE DETAIL
(List eligible items qualifying for disbursement)

$	Category

Request Funds Transfer to:	(Receiving Airport)

FINANCIAL CERTIFICATION

I hereby certify that the public entity will apply the funds in accordance with Public Utilities Code Section 21682 and the CAAP Regulations for the above stated purposes.

I agree that by providing my electronic signature for this form, I agree to conduct business transactions by electronic means and that my electronic signature is the legal binding equivalent to my handwritten signature. I hereby agree that my electronic signature represents my execution or authentication of this form, and my intent to be bound by it.

SIGNATURE (Finance Officer)	DATE

PRINT NAME	TITLE

MAILING ADDRESS FOR PAYMENTS

SEND COMPLETED FORM TO:

AeronauticsGL@dot.ca.gov

FOR AERONAUTICS USE ONLY

VERIFIED BY	DATE	RECEIVED	SERVICE PERIOD

FY 1	Amount	FY 2	Amount	FY 3	Amount	FY 4	Amount	FY 5	Amount
	$		$		$		$		$
Invoice:		Invoice:		Invoice:		Invoice:		Invoice:	

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Attachment 2

From: "Montano, Shannon L@DOT" <shannon.montano@dot.ca.gov>
Date: April 7, 2026 at 4:47:23 PM PDT
Subject: FY2025-26 Annual Credits - Notification of Award

Hello and good evening,
I hope this email finds you all well! I would like to thank all of you for your patience while we completed the FY 2025-26 assessment of the Annual Credit Program.

The Annual Credit Program provides up to $10,000 to FAA Service Level General Aviation and Non-NPIAS airports for operations and maintenance support. I am happy to announce that each qualifying airport has been credited the full $10,000, and it is now available for disbursement. I have attached the required forms for your convenience (Revisions in 01/2026 and 02/2026).

All Disbursement Requests (Form DOA-0009) **must be dated April 7, 2026, or later**. Please email all documents directly to AeronauticsGL@dot.ca.gov for processing.

Disbursement Requests submitted on or after June 1, 2026, will also require the FY2026-27 Certification (Form DOA-0007) to establish program eligibility for the new fiscal year.

Please note that another form revision is currently in progress. The fields below on the DOA-0009 Disbursement Request are intended solely for sponsors who plan to transfer their credits to a different airport under their management. If this does not apply to you, kindly leave those sections blank. The upcoming version of the form will provide additional clarification regarding this matter.

You are receiving this message as a part of the Statewide distribution list for Aeronautics' Grants and Loan Programs. This list is updated by request. Please notify me if you no longer wish to receive funding program updates, and forward to anyone who

may wish to request inclusion.

Thank you, and have a great day!

Shannon Montano, Funding Programs Manager
Department of Transportation
Division of Aeronautics
Office of Airport Development
Shannon.Montano@dot.ca.gov

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Harpiar Gandhi

Harpiar Gandhi, Public Works Ops Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: April 15, 2026

Agenda Number: B-18

SUBJECT:

Waste Gas Burner/Flare Unit for the Digesters at the Wastewater Treatment Plant.

RECOMMENDATION:

Adopt a Resolution:

1. Authorizing a sole source purchase from Varec Biogas, a Division of Ovivo USA, LLC, for the procurement of a Varec 239 Waste Gas Burner/Flare Unit for the Wastewater Treatment Plant; and
2. Authorizing the City Manager, or designee, to execute a contract in an amount not to exceed $74,400, subject to approval as to form by the City Attorney and compliance with applicable City purchasing requirements.

SUMMARY:

The Wastewater Treatment Plant (WWTP) currently utilizes a Varec waste gas burner system as part of its digester gas management process. The waste gas burner is a critical safety component that combusts excess biogas generated by the anaerobic digesters, thereby preventing the accumulation of combustible gas and supporting safe plant operations.

The existing flare system is also a Varec 239-provided controls and associated safety components, including ignition assemblies, flame arrestors, pressure/vacuum relief devices, and automatic shutdown interlocks. Staff recommends procurement of the Varec 239 System from Varec Biogas, a Division of Ovivo USA, LLC, in the amount of $74,400, as a sole source purchase due to compatibility with the City's existing digester gas management system and to avoid substantial redesign, permitting, and operational impacts associated with alternative systems.

BACKGROUND:

The WWTP anaerobic digestion process produces biogas that must be safely controlled and combusted when not otherwise used or when excess gas is generated. The waste gas burner serves as an essential safety and operational control device within this system.

The City's current digester gas management infrastructure uses Varec equipment and associated controls. This includes integration with burner controls, ignition systems, flame monitoring devices, relief assemblies, and related equipment. As a result, the existing configuration is manufacturer-specific and functions as an integrated system rather than as a stand-alone burner component.

The Varec equipment currently in place has established the operating standard at the WWTP, and City operations staff are familiar with its operation, maintenance, and troubleshooting requirements.

It is noted that the proposed system is the same make and model as the existing unit. While Staff evaluated the option of installing a larger unit to accommodate potential future capacity, the proposed unit is sufficient to meet current and anticipated needs. Accordingly, a larger unit is not expected to be necessary for the foreseeable future, and staff recommends maintaining the same sized system.

DISCUSSION:

Staff is requesting authorization to enter into a sole source agreement with Varec Biogas, a Division of Ovivo USA, LLC, for the purchase of a Varec 239 Waste Gas Burner/Flare Unit for the following reasons:

1. Compatibility with Existing Systems

The proposed Varec 239 system is an in-kind replacement of the City's existing Varec-based digester gas management system which includes controls, pilot ignition assemblies, flame scanners, pressure/vacuum devices, and automatic shutdown interlocks. Use of a different manufacturer would require substantial reconfiguration of the control system, electrical and instrumentation redesign, Supervisory Control and Data Acquisition (SCADA) modifications, and potential replacement or alteration of upstream gas-handling components and re-opening of the City's existing permit with the San Joaquin Valley Air Pollution Control District (SJVAPCD).

2. Safety and Regulatory Considerations

The waste gas burner is a critical safety device in the digester gas system. Introducing a different manufacturer's equipment would require additional engineering review to confirm compatibility with the existing gas train, controls, and safety systems. It would also trigger additional review related to permitting, inspection, and system certification. Replacing with the same manufacturer and model helps maintain continuity in the system's design basis and reduces implementation risk for a safety-critical application.

3. Operational Reliability and Staff Familiarity

Operations and maintenance staff are already trained on the existing Varec system, including startup, shutdown, routine maintenance, alarm response, and troubleshooting procedures. Maintaining a consistent manufacturer platform supports operational reliability, reduces the potential for operator error, and avoids the need for retraining on a different control philosophy or equipment configuration.

4. Cost Avoidance

Replacement with the same Varec 239 System avoids a range of potential costs that could arise from selecting a different manufacturer, including:

- Engineering redesign and integration work;
- Modifications to piping, structural supports, foundations, or electrical connections;
- Additional instrumentation and SCADA programming;
- Additional permitting, review, and inspection requirements;
- Staff retraining; and
- New spare parts inventory and maintenance procedures.

5. Sole-Source Justification

Because of the existing system's manufacturer and model-specific integration, the need for compatibility with installed Varec controls and safety devices, and the operational and regulatory risks associated with changing equipment platforms in a safety-critical digester gas application, staff finds that replacement with the Varec 239 System is in the City's best interest.

FINANCIAL IMPACT:

A total of $115,00 is allocated in the Fiscal Year 2025/26 Sewer Capital Outlay Budget for this project. The cost of the proposed system is $74,400, resulting in a remaining balance of approximately $40,600, which will be returned to the Sewer Fund.

ALTERNATIVES:

1. Decline to authorize sole-source standardization and instead direct staff to pursue a competitive procurement; however, this approach may involve additional engineering, integration, permitting, and training efforts, as well as potential schedule adjustments and implementation considerations.
2. Defer action and direct staff to return with additional information.

ATTACHMENTS:

1. Resolution
2. Proposal #102163 from Varec Biogas

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AUTHORIZING SOLE-SOURCE STANDARDIZATION AND PROCUREMENT OF A VAREC 239 SYSTEM WASTE GAS BURNER/FLARE UNIT FOR THE DIGESTER GAS MANAGEMENT SYSTEM AT THE CITY'S WASTEWATER TREATMENT PLANT

WHEREAS, the City of Madera owns and operates a Wastewater Treatment Plant ("WWTP") that utilizes anaerobic digesters to treat wastewater and generate biogas; and

WHEREAS, WWTP utilizes a Varec waste gas burner system as part of its digester gas management process, which serves as a critical safety device to combust excess biogas and maintain safe and compliant operations; and

WHEREAS, the existing system is configured with Varec equipment and associated controls, resulting in a manufacturer-specific configuration designed for compatibility, safety, and reliability; and

WHEREAS, replacement with equipment from a different manufacturer would require modifications to existing controls, instrumentation and regulatory review, resulting in increased costs, potential downtime, and implementation risk; and

WHEREAS, maintaining consistency with the existing manufacturer supports operational reliability, safety, and compliance with applicable regulatory standards; and

WHEREAS, staff has determined that the Varec 239 Waste Gas Burner/Flare Unit is the only replacement model that is fully compatible with the City's existing system and operational requirements without substantial additional cost and risk; and

WHEREAS, the City's Purchasing Procedures, as set forth in Madera Municipal Code Title II, Chapter 4, authorize sole-source procurement where standardization or compatibility with existing equipment is necessary and in the best interest of the City; and

WHEREAS, the proposed purchase from Varec Biogas, a Division of Ovivo USA, LLC, in an amount not to exceed $74,400, represents a sole source procurement in the best interest of the City due to system compatibility, operational reliability, and cost avoidance; and

WHEREAS, sufficient funds for the procurement of the Varec 239 System Waste Gas Burner/Flare Unit from Varec Biogas, a Division of Ovivo USA, LLC, in the amount of $74,400 are available in the Sewer Capital Outlay budget.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Madera as follows:

1. The recitals set forth above are true and correct and are hereby incorporated into this Resolution as substantive findings supporting sole-source standardization and

procurement.

2. The City Council finds that the sole source purchase of a Varec 239 System Waste Gas Burner/Flare Unit is in the best interests of the City, as only that particular replacement model is compatible with existing equipment at the Wastewater Treatment Plant. Conversion to a different system would require substantial modification of adjacent functioning equipment and/or facilities, resulting in significant additional cost. The Varec system provides known compatibility and system integration, reducing the likelihood of partial or complete downtime, and represents a reliable solution for safety-critical operations.
3. The City Council authorizes the City Manager to enter into a contract with Varec Biogas, a Division of Ovivo USA, LLC, in the amount not to exceed $74,400, for the purchase of a Varec 239 System Waste Gas Burner/Flare Unit, subject to approval as to legal form by the City Attorney.
4. This Resolution shall immediately take effect upon passage.

*****

An Ovivo Division

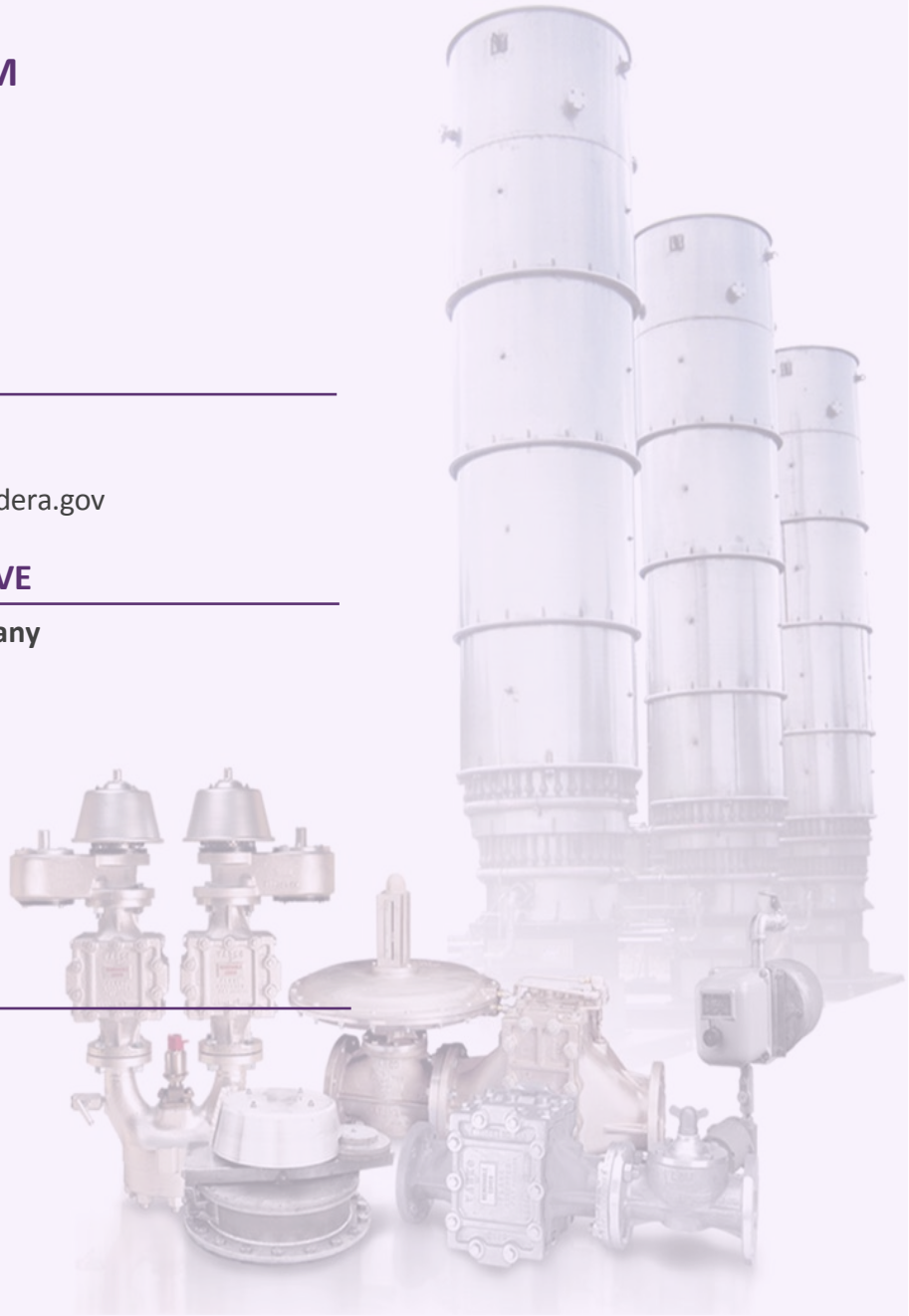
PROPOSAL NO. 102163

PROPOSAL

MARCH 10, 2026

CITY OF MADERA WWTP, CA

VAREC 239 SYSTEM



PREPARED FOR

City of Madera WWTP
Randy Johnson
E: consultant_mves@madera.gov
P: 209 484-5003

AREA REPRESENTATIVE

Coombs Hopkins Company
Brian Villacorta
E: brian@chcwater.com
P: 925 989-6041

NOTE

PREPARED BY

Jim Groman
(O): +1 714-220-9923
Jim.Groman@ovivowater.com

Varec Biogas, a Division of Ovivo USA, LLC
15061 Springdale St., Suite 210,
Huntington Beach, CA 92649
www.varec-biogas.com

Varec Biogas is pleased to submit a proposal for the equipment, ("Scope of Supply") on the project indicated above (the "Project"). This proposal, either in its original form or in its "as sold" format, constitutes Varec Biogas's contractual offer of goods and services in connection with the Project. Please contact Varec Biogas's sales representative in your area for any questions or comments you may have in connection with this proposal.

PRICING

	US DOLLARS	APPENDIX
Equipment, Total Price, Ex-works, Factory	**TO BE PROVIDE BY VAREC LOCAL SALES REPRESENTATIVE**	A
Field Service Installation Inspection, Commissioning, and Start-Up Assistance and Operator Training (see below for description of included services)		
Documentation **Freight Charges to Jobsite**		
TOTAL PRICE, FCA JOBSITE		$74,400.00

The pricing provided above shall be in accordance with the equipment scope provided in the Appendix of this proposal. The scope of supply is derived from the contract documents and will comply where applicable to our scope as supplier of equipment. Our comments including clarification or exceptions to the applicable specification section are included in the appendix and shall form part of our proposal.

Varec Biogas scope of responsibility is limited to the equipment that it supplies and its ability to meet the agreed upon project specifications. Unless expressly stated in its proposal document, Varec Biogas is not responsible for a treatment plant's process performance, engineering decisions in relation to the plant's construction or operation nor the appropriateness or compatibility of Varec Biogas' equipment within such plant.

DELIVERY

1. Varec Biogas will submit all submittal information required per Specification and when applicable for approval within 6-8 weeks after Purchaser's receipt of Varec Biogas's written acknowledgement of an approved purchase order.
2. Varec Biogas will provide response to any submittal comments within 4-6 weeks from date of receipt.
3. Varec Biogas intends to have the equipment scope of supply ready for shipment 24-28 weeks after receipt of approved drawings from Purchaser and formal release to fabrication/production.
4. Installation, Operation and Maintenance (IOM) Manuals will be submitted within 6-8 weeks after receipt of approved drawings and formal release to fabrication/production. This is to ensure that any information per the specification that can only be provided after production can be included.
5. Shipping terms are FCA Jobsite, unloading excluded.
6. The equipment, "Scope of Supply" proposed is provided in standard domestic packaging and is not intended for long term outdoor storage. The equipment should be stored indoors, in a cool and dry place.

Note that dates of document submission and shipment of the Scope of Supply in Appendix A represents Varec Biogas's best estimate, but is not guaranteed, and Varec Biogas shall not be liable for any damages due to late delivery. The Products shall be delivered to the delivery point or points in accordance with the delivery terms stated in this proposal.

If such delivery is prevented or postponed by reason of Force Majeure, as defined in Varec Biogas's standard terms and conditions of sale, then Varec Biogas shall be entitled at its option to tender delivery to Purchaser at the point

or points of manufacture, and in default of Purchaser's acceptance of delivery, to cause the Products to be stored at such a point or points of manufacture at Purchaser's expense. Such tender, if accepted, or such storage, shall constitute delivery for all purposes of this proposal. If shipment is postponed at request of Purchaser, or due to delay in receipt of shipping instructions, payment of the purchase price shall be due on notice from Varec Biogas that the Products are ready for shipment. Handling, moving, storage, insurance and other charges thereafter incurred by Varec Biogas with respect to the Products shall be for the account of Purchaser and shall be paid by Purchaser when invoiced.

CUSTOM BUILT AND/OR SPECIALTY REQUIREMENTS

For equipment that have custom or specialty requirements to meet contract, Varec Biogas shall be relieved of any clause covering time is of the essence or default that might be invoked on account of late delivery. So long as Varec Biogas is making a reasonable effort to complete the manufacture and shipment of the equipment, even though shipment is late, it shall not be considered in default, nor subject to damages, nor shall the order be subject to cancellation without payment of appropriate cancellation costs.

FIELD SERVICES

Field services are included in Varec scope of supply as follows:

A. One trip, one man, one day – Service during Performance Testing and Plant Startup: Manufacturer shall assist in the start-up of the equipment.

Varec Biogas will supply the service of a competent field representative to inspect the completed installation and adjustment of equipment, commissioning and start-up assistance of the equipment, and instruct Owner's personnel in the operation and maintenance of the "Scope of Supply" to comply with the requirements.

Notwithstanding Varec Biogas' performance of the above-referenced services, Varec Biogas shall not be held liable for any faulty workmanship or other defects in the Products' installation, or for other goods and/or services, performed by third parties unless such goods and/or services are expressly included under Varec Biogas scope of work.

1. The value paid for service will be invoiced with the shipped goods.
2. Varec Biogas requires a minimum of three-week advanced notification prior to the required onsite date. Varec service personnel are booked on a first come-first serve basis and subject to availability.
3. Field service will be scheduled upon Varec Biogas receipt of signed formal consent and our service engineer has qualified the equipment installation prior to the scheduled visit. This includes, but is not limited to, contractor-supplied wiring and piping for the equipment purchased, when and if applicable.
4. The Purchaser is responsible for coordinating with the Owner for the required training schedule and for complying with all milestone schedules or dates.
5. Varec Biogas requires two-week Cancellation notice for scheduled service and shall be subject to charges for any cost incurred plus 10% administrative fees.
6. If additional service is required, it will be furnished to the Purchaser and billed to him at the current rate for each additional day required, plus travel and lodging expenses incurred by the service personnel during the additional service days.
7. It shall be the Purchaser's responsibility to provide for all necessary lubrication of all equipment prior to placing equipment in operation. All equipment must be in operating condition and ready for the Field Service Engineer when called to the project location. Should the Purchaser/Owner not be ready when the Field Service Engineer is requested or if additional service is requested, the Varec Biogas current service rates will apply for each

additional day required, plus travel and lodging expenses incurred by the service personnel during the additional service days.

AMERICAN IRON AND STEEL (AIS) ACT OF 2014, PA STEEL ACT, BUILD AMERICA BUY AMERICA ACT (BABAA) REQUIREMENTS

None of the above requirements are considered in our scope. If required, it will be subject to additional price.

DISCLAIMER:

The Infrastructure Investment and Jobs Act signed into law on November 15, 2021, includes substantive changes to Buy America requirements compared to those specified in the preceding American Iron and Steel Act. While Varec Biogas fabricates and procures the vast majority of steel domestically for our equipment for the United States market, there are certain components that are either unavailable domestically or impractical to procure domestically through long-established supply chains, while meeting other project specifications, internal requirements, and project schedules. This challenge is further exacerbated by supply chain and labor shortages in pandemic and post pandemic times. As with previous legislation, we are awaiting any additional guidance for the US Environmental Protection Agency or other Agencies for further clarification relating to current Buy America requirements. As of now, the industry at large is unable to ascertain the parameters of the Buy America requirement. Thus, Varec Biogas cannot make any guarantee that its proposed scope of supply will be in compliance with any Buy America requirements under the Infrastructure Investment and Jobs Act. Accordingly, any offer for sale, proposal, or budgetary quote/estimate submitted by or on behalf of Varec Biogas should not be construed as meeting such Buy America requirements unless explicitly stated otherwise.

GENERAL ITEMS NOT INCLUDED

Unless specifically and expressly included in this proposal, the price quotation does not include:

1. Unloading, hauling, erection, installation
2. field wiring, including but not limited to conduit and conduit seals.
3. Lightning protection
4. Mounting hardware including, but not limited to studs, nuts, gaskets for the equipment proposed to connect to the gas piping or on the digester cover or tank connection.
5. When an emergency pressure relief cover is supplied, a horizontal and level connection is required and is excluded from our proposal. If the cover will mount to an existing opening, provide base dimensions including thickness at time of order placement.
6. Changes or adjustments to the pressure and vacuum settings for the Pressure/Vacuum Relief Valves and the relief manhole cover post-production release will incur additional charges.
7. Protection against corrosion due to unprotected storage.
8. Costs for Permits, licenses, inspections, witness tests.
9. Special engineering, or overall plant or system operating instructions or any other products or services not defined in our proposal or in the “Scope of Supply”.
10. Bonds of any kind

SURFACE PREPARATION AND PAINTING GENERAL INFORMATION

The equipment proposed is supplied in either aluminum or stainless steel. No special painting or field painting is included in the price provided for the “Scope of Supply”. Varec Biogas provides our standard procedure for surface finish for equipment constructed in stainless steel.

Varec Biogas will not be responsible for field painting.

ANCHORAGE, SUPPORT SYSTEMS

Anchor bolts, support systems, setting drawings, anchor bolt templates are not part of Varec's scope of supply.

CONNECTING PIPE FLANGES, BOLTS, GASKETS AND BASES

Connecting piping, flanges, valves, nozzles, fittings, wall spools, concrete, grout, sealant, dissimilar metal protection, field painting, oil or grease and lubricants are not included in our scope of supply.

INSULATION AND HEAT TRACING

Special insulating jackets or heat tracing for defined in “Scope of Supply” is specific to the equipment. Any insulation or heat tracing required for ancillary equipment not mentioned in the specification and “Scope of Supply” is excluded from the quoted price.

SPARE PARTS

Spare parts are not included with the equipment unless itemized in the “Scope of Supply”.

COMMERCIAL SECTION

PRICING TERMS

The prices quoted are based upon Purchaser’s acceptance of this proposal, through the submission of a purchase order or other written acceptance, being placed no later than 30 days after date of bid opening. After expiration of the pricing effectiveness period, prices will be subject to review and adjustment. Prices quoted are FCA surface point of shipment, with freight included to an accessible point nearest the jobsite. Federal, state or local sales, use or other taxes are not included in the sales price.

PAYMENT TERMS

Payment terms are:

1. Twenty-five percent (25%) Net 45 days upon receipt of Approved Submittals or written release of goods to fabrication.
2. Seventy percent (70%) Net 45 days upon Receipt of Invoice for shipment or Readiness to Ship.
3. Five percent (5%) upon the earlier of (a. Equipment startup and (b. one hundred eighty (180) days after completion of shipment.
4. Credit is subject to acceptance by the Varec Biogas Credit Department.

Purchaser shall remit payment for proper invoices received from Varec Biogas in accordance with the payment terms stated above even if the Purchaser has not been paid by the Purchaser’s customer (the “Owner”), if Purchaser is not the end-user of the Products. Payments are due within forty-five (45) days after Purchaser’s receipt of invoice. Overdue and unpaid invoices are subject to a service charge of 2% per month until paid.

If Purchaser requests or causes cancellation, suspension or delay of Varec Biogas’s work, Purchaser shall accept transfer of title and pay Varec Biogas all appropriate charges incurred up to date of such event plus Varec Biogas’s

overhead and reasonable profit. Additionally, all charges related to and risks incidental to storage, disposition and/or resumption of work shall be borne solely by Purchaser. Full payment for all work shall be due and payable forty-five (45) days from the date work is placed into storage.

TAXES

Any and all taxes, excises, tariffs and/or other governmental charges are not included in the sales price and shall be the responsibility of Purchaser. Furthermore, Purchaser shall pay and/or reimburse Varec Biogas, in addition to the sales price, for all costs Varec Biogas incurs arising out of any taxes, excises, tariffs, and/or governmental charges imposed on, or related to, the Products, materials used in the Products, as well as the manufacturing or transportation of such Products and Product materials.

PRICE ESCALATION

The prices submitted are based upon Purchaser's acceptance of this proposal before bid validity expiration.
If a binding purchase order is not received by Varec Biogas prior to the above referenced date, prices and shipping dates are subject to review and adjustment by Varec Biogas.

Additionally, due to the unpredictability of material and labor prices, including but not limited to recent sharp increases in carbon steel, stainless steel, aluminum, other metal prices, electrical components, coatings, FRP, shipping, and labor prices in the North American and worldwide markets (the "Labor and Material Price(s)"), Varec Biogas, shall not assume responsibility for such possible escalations beyond the validity date of its proposal or between the date of the executed Contract and the procurement of such labor and material.

Varec Biogas may increase the price of its proposal or require additional payment in the form of a change order due to any Labor and Material Price increase (a) that exceeds 5% per annum of the price of the specific labor or material in place on the date of Varec Biogas's proposal or (b) when product fabrication utilizing labor or materials does not commence until more than 6 months after the purchase order date, due primarily to actions of parties other than Varec Biogas. Furthermore, Varec Biogas is entitled to adjust its delivery date to account for such delay.

Any Labor and Material Price increase shall be based on an industry-standard pricing measure or index for that particular labor or material that accurately represents the market increase or, at Varec Biogas's reasonable discretion, actual increases incurred by Varec Biogas. The resulting cost and schedule impact shall be disclosed to the Buyer prior to fabrication.

Notwithstanding the above, should requested shipment dates be extended primarily due to actions of parties other than by Varec Biogas or its suppliers, Varec Biogas reserves the right to charge 1.5% per month of the Contract Price for each month or partial month of delay, unless said delay is agreed to in writing by all affected parties.

Any additional duties and tariffs invoked after the date of its proposal will be added to the total proposed price.

FLOW DOWN TERMS

We will not accept flow down terms from Owner to Purchaser. The terms and conditions of the Contract between Owner and Purchaser may contain requirements that are not applicable to the Supplier or unacceptable to Varec Biogas terms and condition of sale. Any specific requirement must be noted on the purchase order.

BONDS

Payment or Performance Bonds are not included in the Proposal.

Performance and payment security, including but not limited to bonds, letters of credit, or bank guarantees, are not included, but can be provided if requested with five (5) working days of Ovivo's receipt of the notice of award or Purchaser's acceptance of Proposal, and purchased for an addition cost.

Any performance and/or payment bond agreed to be provided by Ovivo will extend to supply of equipment and services for a period not to exceed the first twenty four (24) months of the service or warranty period, and for a value not to exceed the total price of this Proposal.

In an effort to ensure all purchase orders are processed timely and efficiently, please submit all purchase order documentation to the following department and address:

Attn: Order Entry Administrator
Varec Biogas, a Division of Ovivo USA, LLC
15061 Springdale St, Suite 210
Huntington Beach, CA 92649 USA
Tel: 714-220-9920
Fax: 714-952-2701
ABA: 072000096
Account Number: 1853487872

Remit To (Via ACH or Wire):
Comerica Bank
411 W. Lafayette
5th Floor, MC 3328
Detroit, MI 48226
SWIFT: MNBDUS33

Remit To (Via Check):
Varec Biogas, a Division of Ovivo USA, LLC
4246 Riverboat Road, Suite 300
Salt Lake City, UT 84123
Telephone: 801-931-3218
E-Mail: diane.preston@ovivowater.com

A/R Contact:
4246 Riverboat Road, Suite 300
Salt Lake City, UT 84123
Contact: Diane Preston

On April 15, 2019, Ovivo Inc. ("Ovivo") announced the acquisition of Westech Industrial Inc., doing business as Varec Biogas Inc. ("Varec Biogas"), making Varec Biogas an Ovivo **company**.

On January 1, 2022, Varec Biogas became a **division** of Ovivo USA, LLC, and is now known as Varec Biogas, a Division of Ovivo USA, LLC. As a result, Varec Biogas' Tax Identification Number is now 76-0742644.

INTELLECTUAL PROPERTY

The content of any submittal drawings, documents such as installation, operation and maintenance or other manuals or documents pertaining to the Products proposed are copyrighted and shall not be modified without the express prior written consent of Varec Biogas. Varec Biogas disclaims any liability for claims resulting from unauthorized modifications to any such manuals or other documents provided by Varec Biogas in connection with the Project.

WARRANTY AND CONDITIONS

Varec Biogas standard Terms and Conditions of Sale is attached and made an essential part of this proposal and shall govern, replace and supersede any terms and conditions or warranty included in Purchaser or Owner requests

for quotation or specifications and cannot be changed without written approval from an authorized representative of Varec Biogas. No verbal or written information or advice given by any personnel of the Seller shall create a warranty or in any way increase the scope of the warranties.

PERFORMANCE WARRANTY DISCLAIMER

The performance of the Products is dependent upon many factors, including, but not limited to, the influent or feed quality and quantity, additives required, time, temperature, rates of change, sizing criteria used, operating conditions, etc. Therefore, Varec Biogas cannot assume any liability or responsibility for performance or process results that Purchaser is expecting or has predicted. No verbal or written information or advice given by any personnel of the Ovivo shall create a warranty or in any way increase the scope of the warranties.

THE PARTIES AGREE THAT OTHER THAN ITS MECHANICAL WARRANTY SET FORTH IN THIS PROPOSAL, OR ANY PERFORMANCE WARRANTY SET FORTH ON VAREC'S STANDARD ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY PROCESS OR PERFORMANCE RELATED WARRANTIES OR WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHETHER WRITTEN, ORAL OR STATUTORY, ARE EXCLUDED TO THE FULLEST EXTENT PERMISSIBLE BY LAW.

CONFIDENTIALITY

This document is not to be reproduced or submitted to any third party without the written consent of Varec Biogas.

This document contains, or Varec Biogas may have previously disclosed to Purchaser, certain technical and business information of Varec Biogas and/or Varec Biogas's affiliated entities, including certain copyrighted material, which is considered to be confidential. Such information, hereinafter referred to individually and collectively as the "Information", may include, without limitation, ideas, concepts, development plans for new or improved products or processes, data, formula, techniques, flow sheets, designs, sketches, know-how, photographs, plans, drawings (regardless of what name, if any, is stated on the title block), specifications, samples, test specimens, reports, customer lists, price lists, findings, studies, computer programs and technical documentation, trade secrets, diagrams, and inventions, notes, and all information pertaining thereto and/or developed there from. This Information is disclosed in good faith solely for the purposes of our proposal, and in addition on the understanding that its confidentiality will be properly maintained and safeguarded.
Neither this proposal, the Information nor any part thereof may be copied, reproduced or used for any purpose other than that for which it is disclosed by Varec Biogas. Except as reasonably necessary for the evaluation of this proposal, no part thereof may be disclosed to any other person, without Varec Biogas's prior consent in writing.
Varec Biogas will retain the rights to any intellectual property rights ("IPR") related to the Products. Varec Biogas will grant a non-exclusive royalty free license to use the IPR for the sole purposes of operating and maintaining the equipment supplied by Varec Biogas.

The duties, obligations, restrictions, and responsibilities described hereinabove shall apply to the Purchaser, their agents, affiliates, and all related parties regardless of whether any transaction occurs between Varec Biogas and Purchaser, and shall survive termination, cancellation, and expiration of any transaction between Varec Biogas and Purchaser.

In the event of a breach of the terms herein, Varec Biogas maintains the right to seek any and all remedies and damages available to it, including but not limited to the amount, including interest, by which Purchaser profited from the breach, any gains made by Purchaser or any third party who received Information from Purchaser,

compensation for all Varec Biogas loss or injury, and the value of Varec Biogas's expectation created by the promise of Purchaser. The parties agree Varec Biogas would suffer irreparable harm in the event of any breach of these terms, and therefore Varec Biogas shall be entitled to any and all injunctive relief available.

Sincerely,

Varec Biogas,
a Division of Ovivo USA, LLC

APPENDIX

A – SCOPE OF SUPPLY
B – TERMS AND CONDITION OF SALE
C – PRODUCT LITERATURE

Varec Biogas - a Division of Ovivo USA, LLC
15061 Springdale St., Ste. 210
Huntington Beach, CA 92649
Phone: (714) 220-9920
www.varec-biogas.com

An Ovivo Division

QUOTATION NUMBER: 102163
APPENDIX A
March 10, 2026

Company:		**Project Name:**	City of Madera WWTP, CA
Attention:		**Engineer:**	
Fax No.:		**Customer**	
From:		**Project/Contract No.:**	
E-mail:		**Applicable Specification:**	NA
Subject:		**Manufacturer's Sales Rep. :**	Brian Villacorta Coombs Hopkins Company O: (760) 931-0555 E: brian@chcwater.com
Number of Pages:		**Contact Name:**	
CC:		**Contact Phone No.:**	

This message, including any attached file, is intended only for the use of the individual or entity to which it is addressed. It may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, you are hereby notified that any use, dissemination, distribution, copying or disclosure of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by reply e-mail and delete all copies of the original communication.

Thank you for your interest in our products. Varec Biogas is pleased to offer our proposal in response to your request.

IMPORTANT: Final responsibility on verifying accuracy of the quantities in the proposed scope of supply rests with the CONTRACTOR.

Item Number	Drawing Sheet No.	Specification Paragraph	Tag Number	Comments	Qty	Size	End Connections	Description	Part Number
1					1	3"	N/A	Manual Pilot Ignition System for 239A Waste Gas Burner	240H O A 7 1 1
2					1	3"	N/A	Waste Gas Burner	239A 03 S6
3					1	3"	ANSI 150 Flat Faced Flange	Pressure Relief and Flame Trap Assembly, Set Pressure: TBD	440 03 2 2 S 1
4					2	6 Qt. Capacity (Max. W.P. 5 psig)	N/A	Drip Trap, Manual Operation (Low Pressure)	246 6
								Documentation	Included
								Field Service Installation Inspection, Commissioning, and Start-Up Assistance and Operator Training per Proposal	Included
								Freight to Jobsite	Included
								Total Price, FCA Jobsite	$74,400.00

An Ovivo Division

TERMS AND CONDITIONS OF SALE

1. ACCEPTANCE. The proposal of **Varec Biogas, a Division of Ovivo USA, LLC** ("SELLER"), as well as these terms and conditions of sale (collectively the "Agreement"), constitutes SELLER'S contractual offer of goods and associated services, and PURCHASER'S acceptance of this offer is expressly limited to the terms of the Agreement. The scope and terms and conditions of this Agreement represent the entire offer by SELLER and supersede all other solicitations, discussions, agreements, understandings and representations between the parties. Any scope or terms and conditions included in PURCHASER'S acceptance/purchase order that are in addition to or different from this Agreement are hereby rejected.

2. DELIVERY. Any statements relating to the date of shipment of the equipment and parts ("the Products") represent SELLER'S best estimate, but is not guaranteed, and SELLER shall not be liable for any damages due to late delivery. The Products shall be delivered to the delivery point or points in accordance with the delivery terms stated in SELLER'S proposal. If such delivery is prevented or postponed by reason of Force Majeure (as defined below), SELLER shall be entitled at its option to tender delivery to PURCHASER at the point or points of manufacture, and in default of PURCHASER'S acceptance of delivery to cause the Products to be stored at such a point or points of manufacture at PURCHASER'S expense. Such tender, if accepted, or such storage, shall constitute delivery for all purposes of this Agreement. If shipment is postponed at request of PURCHASER, or due to delay in receipt of shipping instructions, payment of the purchase price shall be due on notice from SELLER that the Products are ready for shipment. Handling, moving, storage, insurance and other charges thereafter incurred by SELLER with respect to the Products shall be for the account of PURCHASER and shall be paid by PURCHASER when invoiced. Delivery by SELLER of the Products shall constitute acceptance of the Products by PURCHASER, unless written notice of defect or nonconformity is received by SELLER within thirty (30) days of SELLER'S delivery of the Products.

3. TITLE AND RISK OF LOSS. SELLER shall retain the fullest right, title, and interest in the Products to the extent permitted by applicable law, including a security interest in the Products, until the full purchase price has been paid to SELLER. The giving and accepting of drafts, notes and/or trade acceptances to evidence the payments due shall not constitute or be construed as payment so as to pass SELLER'S interests until said drafts, notes and/or trade acceptances are paid in full. Risk of loss shall pass to PURCHASER at the delivery point.

4. PAYMENT TERMS. SELLER reserves the right to ship the Products and be paid for such on a pro rata basis, as shipped. If payments are not made by the due date, interest at a rate of two percent (2%) per month, calculated daily, shall apply from the due date for payment. PURCHASER is liable to pay SELLER'S legal fees and all other expenses in respect of enforcing or attempting to enforce any of SELLER'S rights relating to a breach or threatened breach of the payment terms by PURCHASER. In the event of nonpayment SELLER reserves the further right to seek compensation from any third party in possession of the Products.

5. TAXES. Any and all taxes, excises, tariffs and/or other governmental charges are not included in the sales price and shall be the responsibility of PURCHASER. Furthermore, PURCHASER shall pay and/or reimburse SELLER, in addition to the sales price, for all costs SELLER incurs arising out of any taxes, excises, tariffs, and/or governmental charges imposed on, or related to, the Product, materials used in the Product, as well as the manufacturing, transportation or storage of such Product and Product materials.

6. MECHANICAL WARRANTY. Solely for the benefit of PURCHASER, SELLER warrants that Products supplied to PURCHASER by SELLER shall be free from defects in material and workmanship. The warranty period shall be twelve (12) months from startup of the equipment not to exceed eighteen (18) months from the earliest of the notice of readiness to ship or the actual shipment (the "Warranty Period"). If any of SELLER'S Products fail to comply with the foregoing warranty, SELLER shall repair or replace free of charge to PURCHASER, EX WORKS SELLER'S FACTORIES or other location that SELLER designates, any Product or parts thereof returned to SELLER, which examination shall show to have failed under normal use and service operation by PURCHASER within the Warranty Period; provided, that if it would be impracticable for the Product or part thereof to be returned to SELLER, SELLER will send a representative to PURCHASER'S job site to inspect the Product. If it is determined after inspection that SELLER is liable under this warranty to repair or replace the Product or part thereof, SELLER shall bear the transportation costs of (a) returning the Product to SELLER for inspection or sending its representative to the job site and (b) returning the repaired or replaced Products to PURCHASER; however, if it is determined after inspection that SELLER is not liable under this warranty, PURCHASER shall pay those costs. For SELLER to be liable with respect to this warranty, PURCHASER must make its claims to SELLER with respect to this warranty in writing no later than thirty (30) days after the date PURCHASER discovers the basis for its warranty claim and in no event more than thirty (30) days after the expiration of the Warranty Period. In addition to any other limitation or disclaimer with respect to this warranty, SELLER shall have no liability with respect to any of the following: (i) failure of the Products, or damages to them, due to PURCHASER'S negligence or willful misconduct, abuse or improper storage, installation, application or maintenance (as specified in any manuals or written instructions that SELLER provides to the PURCHASER); (ii) any Products that have been altered or repaired in any way without SELLER'S prior written authorization; (iii) the costs of dismantling and reinstallation of the Products; (iv) any Products damaged while in transit or otherwise by accident; (v) decomposition of Products by chemical action, erosion or corrosion or wear to Products or due to conditions of temperature, moisture and dirt; or (vi) claims with respect to parts that are consumable and normally replaced during maintenance such as filter media, filter drainage belts and the like, except where such parts are not performing to SELLER'S estimate of normal service life, in which case, SELLER shall only be liable for the pro rata cost of replacement of those parts based on SELLER'S estimate of what the remaining service life of those parts should have been; provided, that failure of those parts did not result from any of the matters listed in clauses (i) through (v) above. With regard to third-party parts, equipment, accessories or components not of SELLER'S design, SELLER'S liability shall be limited solely to the assignment of available third-party warranties. **THE PARTIES AGREE THAT ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHETHER WRITTEN, ORAL OR STATUTORY, ARE EXCLUDED TO THE FULLEST EXTENT PERMISSIBLE BY LAW.** All warranties and obligations of SELLER shall terminate if PURCHASER fails to perform its obligations under this Agreement including but not limited to any failure to pay any charges due to SELLER. SELLER'S quoted price for the Products is based upon this warranty. Any increase in warranty obligation may be subject to an increase in price.

7. CONFIDENTIAL AND PROPRIETARY INFORMATION. All nonpublic or proprietary information and data furnished to PURCHASER hereunder, including but not limited to price, size, type, design and other technical or business information relating to the Products is the sole property of SELLER and submitted for PURCHASER'S own confidential use solely in connection with this Agreement and is not to be made known or available to any third party or affiliate, uploaded or shared with any type of digital platform, including but not limited to generative artificial intelligence technologies (such as translation tools) without SELLER'S prior written consent.

8. SURFACE COATING. The Products shall be painted or otherwise coated in accordance with SELLER'S standard practice unless otherwise agreed in writing.

9. DRAWINGS AND TECHNICAL DOCUMENTATION. When PURCHASER requests to approve drawings before commencement of manufacture, shipment may be delayed if approved drawings are not returned to SELLER within fourteen (14) days of receipt by PURCHASER of such drawings for approval. SELLER will furnish only general arrangement, general assembly, and if required, wiring diagrams, erection drawings, installation and operation-maintenance manuals for SELLER'S Products (in English language). SELLER will supply six (6) complete sets of drawings and operating instructions. Additional sets will be paid for by PURCHASER. Electronic files, if requested from SELLER, will be provided in *pdf, jpg or tif* format only.

10. SET OFF. This Agreement shall be completely independent of all other contracts between the parties and all payments due to SELLER hereunder shall be paid when due and shall not be setoff or applied against any money due or claimed to be due from SELLER to PURCHASER on account of any other transaction or claim.

11. SOFTWARE. PURCHASER shall have a nonexclusive and nontransferable license to use any information processing program supplied by SELLER with the Products. PURCHASER acknowledges that such programs and the information contained therein is confidential information and agrees: a) not to copy or duplicate the program except for archival or security purposes; b) not to use the program on any computer other than the computer with which it is supplied; and c) to limit access to the program to those of its employees who are necessary to permit authorized use of the program. PURCHASER agrees to execute and be bound by the terms of any software license applicable to the Products supplied.

12. PATENT INDEMNITY. SELLER will defend at its own expense any suit instituted against PURCHASER based upon claims that SELLER'S Product hereunder in and of itself constitutes an infringement of any valid apparatus claims of any United States patent issued and existing as of the date of this Agreement, if notified promptly in writing and given all information, assistance, and sole authority to defend and settle the same, and SELLER shall indemnify the PURCHASER against such claims of infringement. Furthermore, in case the use of the Products is enjoined in such suit or in case SELLER otherwise deems it advisable, SELLER shall, at its own expense and discretion, (a) procure for the PURCHASER the right to continue using the Products, (b) replace the same with non-infringing Products, (c) modify the Product so it becomes non-infringing, or (d) remove the Products and refund the purchase price less freight charges and depreciation. SELLER shall not be liable for, and PURCHASER shall indemnify SELLER for, any claim of infringement related to (a) the use of the Products for any purpose other than that for which it was furnished by SELLER, (b) compliance with equipment designs not furnished by SELLER or (c) use of the Products in combination with any other equipment. The foregoing states the sole liability of SELLER for patent infringement with respect to the Products

13. GENERAL INDEMNITY. Subject to the limitations of liabilities of the parties set forth in this Agreement, each party shall protect and indemnify the other party, its parent and their respective officers, directors, employees and agents, from and against all claims, demands and causes of action asserted by, or in favor of, any entity to the extent of the indemnifying party's negligence or willful misconduct in connection with the performance of this Agreement.

14. DEFAULT, TERMINATION. In the event that PURCHASER becomes insolvent, commits an act of bankruptcy or defaults in the performance of any term or condition of this Agreement, the entire unpaid portion of the purchase price shall, without notice or demand, become immediately due and payable. SELLER at its option, without notice or demand, shall be entitled to sue for said balance and for reasonable legal fees, plus out-of-pocket expenses and interest; and/or to enter any place where the Products are located and to take immediate possession of and remove the Products, with or without legal process; and/or retain all payments made as compensation for the use of the Products: and/or resell the Products, without notice or demand, for and on behalf of the PURCHASER, and to apply the net proceeds from such sale (after deduction from the sale price of all expenses of such sale and all expenses of retaking possession, repairs necessary to put the Products in saleable condition, storage charges, taxes, liens, collection and legal fees and all other expenses in connection therewith) to the balance then due to SELLER for the Products and to receive from the PURCHASER the deficiency between such net proceeds of sale and such balance. PURCHASER hereby waives all trespass, damage and claims resulting from any such entry, repossession, removal, retention, repair, alteration and sale. The remedies provided in this paragraph are in addition to and not limitations of any other rights of SELLER.

15. CANCELLATION. PURCHASER may terminate this Agreement for convenience upon giving SELLER thirty (30) days prior written notice of such fact and paying SELLER for all costs and expenses (including overhead) incurred by it in performing its work and closing out the same plus a reasonable profit thereon. All such costs and expenses shall be paid to SELLER within ten (10) days of the termination of the Agreement, or be subject to an additional late payment fee of five percent (5%) of the total amount of costs and expenses owed.

16. REMEDIES. The rights and remedies of the PURCHASER in connection with the goods and services provided by SELLER hereunder are exclusive and limited to the rights and remedies expressly stated in this Agreement.

17. INSPECTION. PURCHASER is entitled to make reasonable inspection of Products at SELLER'S facility. SELLER reserves the right to determine the reasonableness of the request and to select an appropriate time for such inspection. All costs of inspections not expressly included as an itemized part of the quoted price of the Products in this Agreement shall be paid by PURCHASER.

18. WAIVER. Any failure by SELLER to enforce PURCHASER'S strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

19. COMPLIANCE WITH LAWS. If applicable laws, ordinances, regulations or conditions require anything different from, or in addition to that called for by this Agreement, SELLER will satisfy such requirements at PURCHASER'S written request and expense.

20. FORCE MAJEURE. If SELLER is rendered unable, wholly or in material part, directly or indirectly, by reason of Force Majeure, to carry out any of its obligations hereunder, then on SELLER'S notice in writing to PURCHASER within a reasonable time after the occurrence of the cause relied upon, such obligations shall be suspended. "Force Majeure" shall include, but not be limited to, acts of God, epidemics and pandemics, acts of or delays caused by governmental authorities, changes in laws and regulations, strikes, civil disobedience or unrest, lightning, fire, flood, washout, storm, communication lines failure, delays of the PURCHASER or PURCHASER'S subcontractors, breakage or accident to equipment or machinery, wars, police actions, terrorism, embargos, and any other causes that are not reasonably within the control of the SELLER. If the delay is the result of PURCHASER'S action or inaction, then in addition to an adjustment in time, SELLER shall be entitled to reimbursement of costs incurred to maintain its schedule. For the avoidance of doubt, if the cause relied upon has commenced prior to the parties entered into a contracting relationship, it shall not render the cause void and/or not capable of being included within the definitions of Force Majeure, as listed within this Article 20.

21. DISPUTE RESOLUTION. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be exclusively determined by final and binding arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules and Mediation Procedures ("Commercial Rules") including, if appropriate, the Procedures for Large, Complex Commercial Disputes. The seat or place of arbitration shall be Harris County, Texas. The arbitration shall be conducted and the award shall be rendered in English. There shall be one arbitrator agreed to by the parties within twenty (20) days of receipt by respondent(s) of the request for arbitration or in default thereof appointed by the AAA in accordance with its Commercial Rules. If more than one arbitration is commenced under this Agreement and any party contends that two or more arbitrations are substantially related and that the issues should be heard in one proceeding, the arbitrator selected in the first-filed proceeding shall determine whether, in the interests of justice and efficiency, the proceedings should be consolidated before that arbitrator. The parties are bound to each other by this arbitration clause. Each related party may be joined as an additional party to an arbitration involving other parties under this Agreement. The award rendered by the arbitrator shall be final, non-appealable, and binding on the parties and may be entered and enforced in any court where a party or its assets is located. Each party shall be responsible for its own attorney fees and other legal costs associated with the dispute resolution process.

22. INDEPENDENT CONTRACTOR. It is expressly understood that SELLER is an independent contractor, and that neither SELLER nor its principals, partners, parents, subsidiaries, affiliates, employees or subcontractors are servants, agents, partners, joint ventures or employees of PURCHASER in any way whatsoever.

23. SEVERABILITY. Should any portion of this Agreement, be held to be invalid or unenforceable under applicable law then the validity of the remaining portions thereof shall not be affected by such invalidity or unenforceability and shall remain in full force and effect. Furthermore, any invalid or unenforceable provision shall be modified accordingly within the confines of applicable law, giving maximum permissible effect to the parties' intentions expressed herein.

24. CHOICE OF LAW, CHOICE OF VENUE. This Agreement, and any and all claims of any kind whatsoever stemming from or in any way associated with the transaction, goods, or services described in this Agreement, shall be governed and construed in strict and sole accordance with the laws of the State of Texas, without regard to its rules regarding conflicts or choice of law. The parties submit to the exclusive jurisdiction and venue of the state and federal courts located in Harris County, Texas. The parties hereby waive any objection based on the venue or the doctrine of forum non conveniens in respect of claims resulting from this Agreement or in any way associated with or related to the SELLER'S and PURCHASER'S business in respect to this Agreement or related operations, whether they exist in the date hereof or arise thereafter and whether they arise out of contractual, tort or civil liability or out of the application of any other legal system or specific law.

25. ASSIGNMENT. PURCHASER shall not assign or transfer this Agreement without the prior written consent of the SELLER. Any attempt to make such an assignment or transfer shall be null and void. SELLER shall have the authority to assign, or otherwise transfer, its rights and obligations in connection with this Agreement, in whole or in part, upon prior written notice to PURCHASER.

26. LIMITATION ON LIABILITY. TO THE EXTENT PERMISSIBLE BY LAW, SELLER SHALL HAVE NO FURTHER LIABILITY IN CONNECTION WITH THIS AGREEMENT IN EXCESS OF THE AMOUNT PAID BY PURCHASER FOR THE PRODUCTS GIVING RISE TO SUCH LIABILITY. NOTWITHSTANDING ANY LIABILITIES OR RESPONSIBILITIES ASSUMED BY SELLER HEREUNDER, SELLER SHALL IN NO EVENT BE RESPONSIBLE TO PURCHASER OR ANY THIRD PARTY, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, FOR LOSS OF ANTICIPATED PROFITS, LOSS BY REASON OF PLANT SHUTDOWN, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, LOSS OF DATA, SERVICE INTERRUPTIONS, COST OF PURCHASED OR REPLACEMENT POWER, COST OF MONEY, LOSS OF USE OF CAPITAL OR REVENUE OR ANY OTHER INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL LOSS OR DAMAGE, WHETHER ARISING FROM DEFECTS, DELAY, OR FROM ANY OTHER CAUSE WHATSOEVER.

27. PRIVACY AND DATA PROTECTION. SELLER has put in place rigorous safeguards and procedures regarding privacy and data protection, notably the Ovivo Privacy Policy (www.ovivowater.com/en/privacy-policy/), and requires that PURCHASER adhere to its data protection principles to the extent applicable to PURCHASER.

28. DATA COLLECTION. PURCHASER consents to the collection of the Products' operational data and to the use of such data for the purpose of improving the Products and other purposes stated herein. PURCHASER further agrees that such data collection does not constitute a performance monitoring service or other duty by SELLER.

29. INSURANCE. SELLER shall maintain its current levels of insurance for the duration of the above-referenced mechanical warranty period as set forth in its standard certificate of insurance, available to PURCHASER upon request.

30. BONDS. Upon PURCHASER request within fifteen (15) calendar days of SELLER'S receipt of an order, SELLER shall provide a bond in favor of PURCHASER, at PURCHASER'S expense, by an institution, and in a form, approved in advance by SELLER. Any performance and/or payment bond agreed to be provided by SELLER will extend to supply of equipment and services for a period not to exceed the first twenty four (24) months of the service or warranty period, and for a value not to exceed the total price of the Agreement.

31. PERMITS. PURCHASER shall be solely responsible for obtaining and maintaining in force all necessary permits with respect to any Products to be provided by SELLER hereunder and any intended use by PURCHASER.

REVISED – April 2025

An Ovivo Division

VAREC BIOGAS 239A/ 240 HOA Series
WASTE GAS BURNER & MANUAL IGNITION SYSTEM

The Varec Biogas 239A Series Waste Gas Burner is designed for burning biogas generated in the anaerobic digestion process.

Introduction

The Varec Biogas 239A Series Waste Gas Burner is designed for burning biogas generated in the anaerobic digestion process. Burning or flaring reduces the potential odor nuisance from just venting directly to the atmosphere. This burner is suitable for burning low volumes of biogas, which is typically very "wet", with a low BTU value (between 550 and 600 BTU), and composed primarily of methane.

Operation

The 239A Burner is designed to ignite the biogas by passing it through a "curtain of flame" developed by the ringtype pilot. The pilot gas mixes with air at the pilot ring, and the pilot flame burns on top of the ring. The biogas is deflected across the pilot flame by an integral baffle. A manually-adjustable shutter is provided at the bottom of the burner shroud to change the available air volume in case the waste gas flow rate fluctuates.

Dual pilot lines in the larger models (6" and 8" size) are located 180° apart to distribute the pilot flame around the entire ring. A separate mounting base is included for installation on a concrete foundation or other suitable support. A covered pilot observation and ignition port is provided on the burner shroud.

A low-pressure natural gas pilot supply is recommended with the 239A Burner. Since biogas is typically moist and dirty with fluctuating pressure and BTU value, it may not provide a reliable pilot flame. Please specify if pilot gas utilized is propane.



Pilot Ignition System

The 240 HOA Series Manual/ Cycling Electric Pilot Ignition System is designed for use with the 239A Series Waste Gas Burner. The unit provides a manually initiated ignition spark and provision to continuously cycle the spark on and off. This model is recommended when automatic pilot re-ignition is required.

A compact ignition transformer with a dual-cycling timer switch is provided inside a weatherproof or explosion-proof enclosure. The enclosure is fitted with an external "Hand-Off-Auto" switch, and is suitable for panel or wall mounting.

The transformer and switches are pre-wired to a terminal strip at the factory. An ignition electrode assembly with weatherproof housing is also provided, and is easily field-mounted to the shroud of the 239A Series Burner.

Design Features

- "Curtain of Flame" Ring-type Pilot
- 304SS Pilot Orifices
- Separable Mounting Base
- UL Approved NEMA 4/4X Control Panels

Varec Biogas reserves the right to change product design and specifications without notice.
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Operation

With the three-way position switch in the "HAND" position, the ignition transformer is energized. The transformer delivers a continuous high voltage to the ignition electrode and delivers a spark across an air gap to the pilot flame ring igniting the pilot gas. Once the gas is ignited, the switch is turned to the "AUTO" position.

In "AUTO", the timer cycles to send voltage to the spark plug at set duration and intervals. The timer setting can be adjusted for spark duration and spark interval using the control panel.

The 240 H-O-A Ignition System is housed in a NEMA 4 enclosure as a standard. The ignition electrode housing is steel with an aluminum cover. Both the control enclosure and electrode housing are provided with 1/2-inch NPT female conduit connections.

The ignition control enclosure should be located a minimum of 15 feet (5 meters) from the burner stack to comply with NFPA 820, Fire Protection Standard for Wastewater Treatment Facilities.

Burning Capacity, ft³/ hr [m³/ hr]

Flow stated in air at 60°F and 14.7 PSIA at 1/2" WC (13mm WC) pressure drop, at sea level.

For capacities at higher site elevations, consult factory.

2"	3"	4"	6"	8"
1850	4025	7875	20100	33475
[52]	[114]	[223]	[569]	[948]

NOTE: Flow is stated in SCFH air but can be corrected for waste gas at other specific gravities and temperatures.

Specifications

Sizes
2", 3", 4", 6", 8"

Materials
BURNER
Fabricated Carbon Steel (Standard) [1]

PILOT FLAME RING
Heat Resistant Cast Iron [2]

PILOT ORIFICE/ FITTINGS
304 Stainless Steel

OBSERVATION/ IGNITION PORT
Carbon Steel [1]

CONNECTIONS
Waste gas
Nominal pipe size/ weld connection

PILOT GAS
Single 1/2" NPT (2" through 4" sizes)
Dual 1/2" NPT (6" and 8" sizes)

MOUNTING
Flanged Connection or Concrete Pad

NOTE:
1 - Burner stack, shroud and pilot gas piping can be available in 304/ 316 SS construction.
2 - Stainless steel pilot flame ring only on all 304 or 316SS burner stack

Biogas
COMPOSITION
Primarily Methane

BTU VALUE
500 to 600 BTU

MAXIMUM INLET PRESSURE
20" (508mm) WC

PILOT GAS
Biogas
Natural Gas

MINIMUM PILOT GAS SUPPLY PRESSURE
Biogas: 8" (203mm) WC
Natural Gas: 6" (152mm) WC

Control Enclosure
NEMA 4, (Standard)
NEMA 4X Stainless Steel (Option)
NEMA 7, Explosion-proof (Option)

Power Supply Input
110 - 120 VAC, 50/ 60 Hz
220 - 240 VAC, 50/ 60 Hz
Heater (Optional)

The transformer is rated for continuous duty with 110 VAC (220VAC) , 50/60 Hz primary. The timer is adjustable from 3 to 300 seconds for both the "Ignition Spark ON", and the "Ignition Spark OFF" cycle.

Auxiliary Equipment
5200 SERIES FLAME CHECK
Recommended for field installation in the pilot gas piping just upstream of the burner pilot line connection(s). This unit is for protection from possible flashbacks generated in the pilot line. See 5200 Series for details.

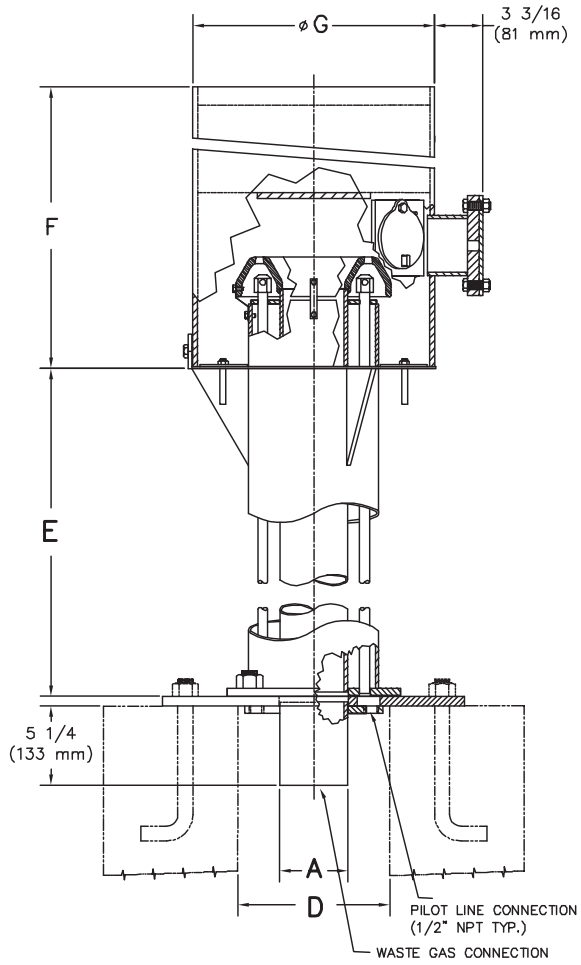
SECONDARY STACKS (By Others)
"Self-supporting" secondary stacks should be specified for field installation on all 4", 6", and 8" burners to protect from winds which can cause an unstable pilot and/or waste gas flame. Consult factory for recommended dimensions.

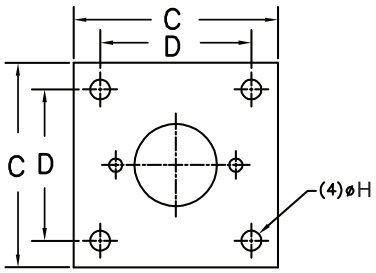
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Specifications

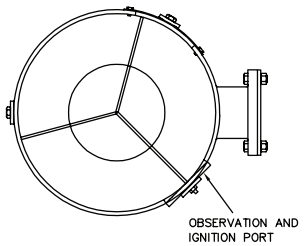
Model 239A
Dimensions and Weights, inches [mm] and lbs. (kg)

Size Code	02	03	04	06	08
A	2 [50]	3 [80]	4 [100]	6 [150]	8 [200]
B	8 3/4 [22]	10 [254]	11 [279]	13 [330]	15 [381]
C	17 1/2 [444]	18 3/4 [476]	20 [508]	22 [559]	24 [610]
D	14 1/2 [368]	15 3/4 [400]	17 [432]	19 [483]	21 [533]
E	68 [1730]	68 [1730]	68 [1730]	96 [2440]	96 [2440]
F	20 1/4 [514]	24 1/4 [616]	24 1/4 [616]	32 1/4 [819]	48 3/8 [1229]
G	12 3/4 [324]	14 [356]	16 [406]	20 [508]	24 [610]
H	1 [25]	1 [25]	1 1/4 [32]	1 1/4 [32]	1 1/4 [32]
Shipping Weight	465 (211)	590 (268)	700 (318)	860 (391)	1500 (682)



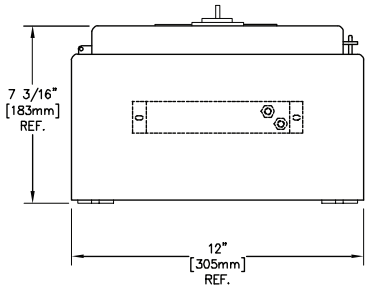


MOUNTING BASE BOLT LOCATION

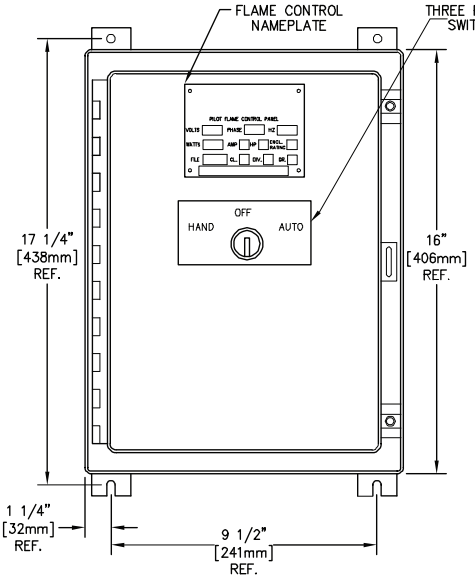


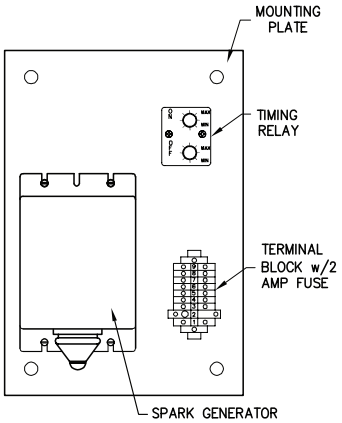
Model 240 H-O-A
Shipping Weights, lbs. (kg)

Code		
4	NEMA 4, Steel Construction	50 (23)
9	NEMA 4X, 316 SS Construction	75 (34)
7	NEMA 7, XP, Al Construction	80 (36)



CONTROL PANEL LAYOUT (NEMA 4, 4X Panel)





COMPONENT LAYOUT

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Ordering Information

Model	Description
239A	Waste Gas Burner

Code	Size
02	2”
03	3”
04	4”
06	6”
08	8”

Code	Material of Construction
*	Leave Blank if Specifying Standard Fabricated Carbon Steel Stack, Cast Iron Pilot Flame Ring
S4	All 304 SS
S6	All 316 SS

239A	06	*	(Example)

Example: 6” Waste Gas Burner with Standard Fabricated Carbon Steel Stack and Cast Iron Pilot Flame

Ordering Information

Model	Description
240	Manual/ Cycling Electric Pilot Ignitor

Code	Flame Monitoring
HOA	Hand-Off Auto Switch with Cycling Timer (Standard)

Code	Control Enclosure Rating
4	NEMA 4 Steel Construction (Standard)
9	NEMA 4X, 316 Stainless Steel
7	NEMA 7, Explosion Proof, Aluminum Construction

Code	Power Supply
1	110 - 120 VAC, 50/ 60Hz, Single Phase
2	220 - 240 VAC, 50/ 60Hz, Single Phase

Code	Options
*	None Required
1	Heater Mounted in Control Enclosure

240	HOA	9	1	*	(Example)

Example: Manual Cycling Electric Pilot Ignitor with Hand-Off-Auto Switch and Cycling Timer, NEMA 4X, 316SS Controller Enclosure, 110/120 VAC, 50/60 Hz.

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VAREC BIOGAS 440 Series
PRESSURE RELIEF AND FLAME TRAP ASSEMBLY

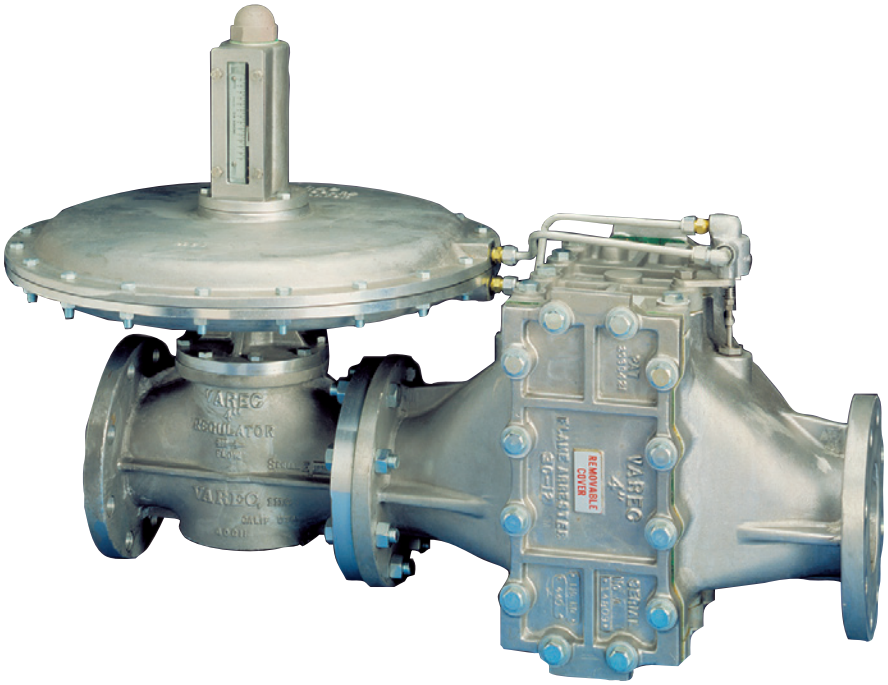
The 440 Series Pressure Relief Assembly is designed for use on relief lines to flares or other fired equipment.

Introduction

The Varec Biogas 440 Series Pressure Relief Assembly combines the 386 Series Back Pressure Relief Valve and the 5010 Series Flame Arrester with a thermal shut-off bypass valve integrated into the unit. The wide range of sizes allows use in many applications encountered in the typical tank farm, liquid storage facility or biogas control lines.

The Varec Biogas 440 Series is designed to control upstream pressure while protecting vapor recovery systems and waste gas piping systems from flashback fires. The assembly should be installed just upstream of a waste gas burner, in a horizontal section of pipe.

Flow curves are provided to assist you in selecting the proper size unit for your application requirements. In addition, Varec Biogas's applications engineering staff and factory-trained representatives are always available to assist you.



Operation

The diaphragm of the 440 Series constantly senses the upstream gas pressure. The back pressure valve will remain closed until the line pressure exceeds the set point, maintaining a predetermined back pressure throughout the system. When the pressure in the line exceeds the set point, the diaphragm will operate to open the valve, allowing flow. When the pressure in the line drops below the set point, the valve returns to the closed position.

While gas is flaring, the flame arrester and thermal by pass shut-off valve serve to inhibit a possible flashback of the flame into the gas piping.

If a flashback occurs downstream of the 440 assembly, the flame arrester prevents the propagation of flame by dissipating the heat, so that the temperature upstream of the unit remains below the ignition temperature of the gas.

Should the flame continue to burn, the fusible element in the thermal bypass shut-off valve will melt. This allows the pressure on the top and bottom of the diaphragm to equalize. The spring will then close the main valve, shutting off the gas supply and quenching the flame.

Design Features

- Large diaphragm for sensitive operation
- Spring loaded for easy adjustment
- Corrosion resistant low copper aluminum construction
- Easily adjustable setting for fine tuning in the field
- Unique design allows for cleaning of element
- Removable/ replaceable bank assembly without the use of jack screws
- Spring actuated thermal valve
- NPT drain plug available
- 3-Way Solenoid Valve option for added safety

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Features

The 440 Series is designed for reliability and ease in maintenance. The thermal element is easily replaced, and the flame arrester bank assembly is uniquely designed for easy removal without requiring the use of jack screws or other mechanisms, which affect the piping stresses and renders maintenance difficulty. For details on the components of this assembly please refer to the data sheets for the 386 Series Back Pressure Regulator and 5010 Series Flame Arrester.

Optional Feature

A 3-Way Solenoid Valve can be installed in the 440 Series regulator (refer to dimensional drawing) to allow for quick opening and closing.

The back pressure regulator remains closed tight until a pilot flame on a waste gas burner is proven. The 3-Way Solenoid Valve maintains equal pressure on the relief valve diaphragm.

Upon confirmation of a pilot flame, the 3-Way Solenoid Valve is energized by an alarm contact or interposing relay in the waste gas burner control panel which then releases pressure from above the diaphragm and allows the regulator to open. When the 3-Way Solenoid Valve is de-energized, gas is relieved from the diaphragm, closing the regulator.

Specifications

Materials
Valve Body, Diaphragm Housing
356 T6 Cast Aluminum

Pallet Assembly
Low Copper Aluminum
304 SS Stem and Bushings

Diaphragm
BUNA-N with Nylon Reinforcement

Setting Spring
Zinc Plated Steel

Thermal Fuse
260 F Metal Aluminum
304 SS with BUNA-N “O”-Rings

Flame Arrester Housing
356 T6 Cast Aluminum

Flame Arrester Bank
Low Copper Aluminum Extensible Frame with Aluminum Bank Sheets

Low Copper Aluminum Extensible Frame with 316 SS Bank Sheets

Hardware
Zinc Plated (Standard)
Stainless Steel (Optional)

Flanged Connections
125 lbs. ANSI FF Flange

Pressure Rating
Leak Proof to 5 psi (34 kPa), Standard

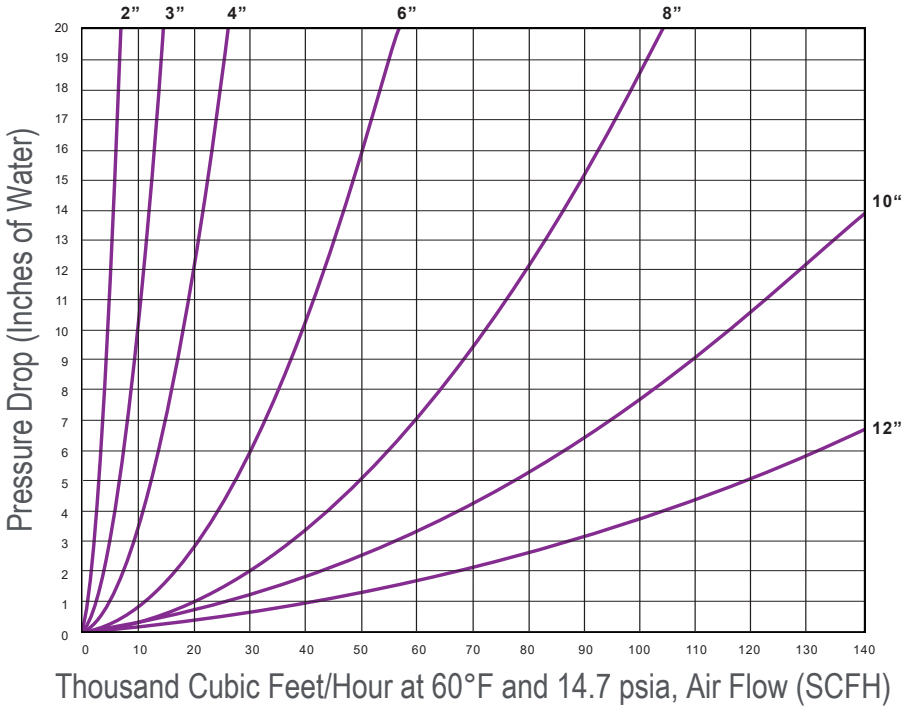
Flame Arrester Configuration
Net Free Area
Three to four times the corresponding size standard pipe.

Bank Assembly
Extensible bank frame with corrugated rectangular shaped bank Sheets.

Flame Arrester Configuration
$^1/_2$” NPT Connection

Location
Within 15 feet (4.6 m) of flame source

Flow Curves 440 SERIES



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Specifications

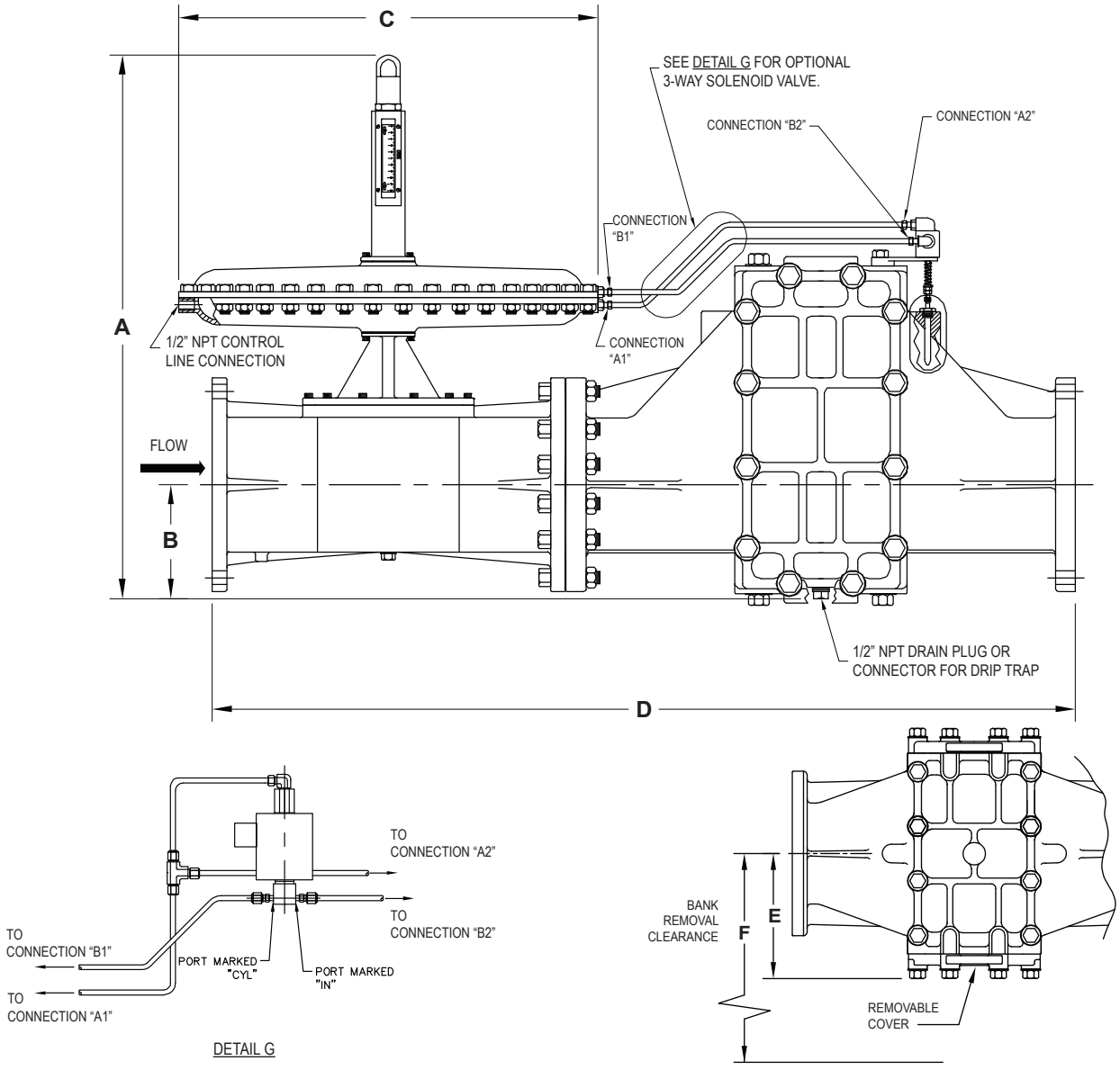
Dimensions and Weights, inches [mm] and lbs. (kg)

Size Code	02	03	04	06	08	10	12
Nominal Pipe Size	2 [50]	3 [75]	4 [100]	6 [150]	8 [200]	10 [250]	12 [300]
A	20 3/4 [527]	24 1/8 [613]	27 [686]	32 1/4 [819]	36 3/4 [933]	46 3/4 [1181]	50 5/8 [1286]
B	3 5/8 [92]	4 3/4 [114]	5 [127]	5 7/8 [149]	7 1/4 [184]	8 [203]	11 [279]
C	14 1/2 [368]	20 1/2 [521]	20 1/2 [521]	26 1/2 [673]	26 1/2 [673]	36 [914]	36 [914]
D[1]	23 1/4 [591]	26 [660]	31 3/8 [797]	39 3/8 [1000]	54 3/8 [1381]	63 1/4 [1607]	67 3/8 [1711]
E	4 5/16 [110]	5 5/8 [143]	7 [178]	8 1/4 [210]	10 3/4 [273]	11 7/8 [302]	14 1/2 [368]
F	19 [476]	23 1/4 [591]	28 1/8 [715]	31 1/8 [790]	38 5/8 [981]	41 5/8 [1057]	50 [1270]
Shipping Weight	65 (30)	95 (43)	120 (54)	210 (95)	420 (191)	520 (236)	775 (352)

Setting Range in WC, inches [mm]

Size	Standard	High Set
2”	2 - 12 [50 - 300]	3 - 25 [75 - 625]
3”	2 - 12 [50 - 300]	2 - 16 [50 - 400]
4”	2 - 12 [50 - 300]	2 - 16 [50 - 400]
6”	2 - 12 [50 - 300]	10 - 20 [250 - 500]
8”	2 - 12 [50 - 300]	10 - 20 [250 - 500]
10”	2 - 7 [50 - 175]	7 - 15 [175 - 350]
12”	2 - 7 [50 - 175]	7 - 15 [175 - 350]

NOTE 1: (±)1/4”



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Ordering Information

Model	Description
440	Pressure Relief and Flame Trap Assembly

Code	Size	Standard Set Range [1]	High Set Range [1]
02	2”	2” - 12” (50 - 300mm) WC	3” - 25” (75 - 625mm) WC
03	3”	2” - 12” (50 - 300mm) WC	2” - 16” (50 - 400mm) WC
04	4”	2” - 12” (50 - 300mm) WC	2” - 16” (50 - 400mm) WC
06	6”	2” - 12” (50 - 300mm) WC	10” - 20” (250 - 500mm) WC
08	8”	2” - 12” (50 - 300mm) WC	10” - 20” (250 - 500mm) WC
10	10”	2” - 7” (50 - 175mm) WC	7” - 15” (175 - 350mm) WC
12	12”	2” - 7” (50 - 175mm) WC	7” - 15” (175 - 350mm) WC

Code	Pressure Setting Range [1]
1	Standard Set Range (See Table Above)
2	High Set (See Table Above)

Code	Flame Arrester Material
1	Aluminum
2	Aluminum, 316 SS Sheets

Code	Hardware Material
Z	Zinc
S	Stainless Steel

Code	Solenoid Valve Option
1	Not Required
2	110 VAC/ 50 Hz, 120 VAC/ 60 Hz
3	220 VAC/ 50 Hz, 240 VAC/ 60 Hz
4	Special - Specify with Purchase Order

440	02	1	1	S	2	(Example)

Example: 440 Series Pressure Relief and Flame Trap Assembly, 2” Size, Standard Setting, Aluminum Sheets, Stainless Steel Hardware, Solenoid Valve Included.
NOTE: 1 - Consult factory for special setting or variations in setting range requirements.

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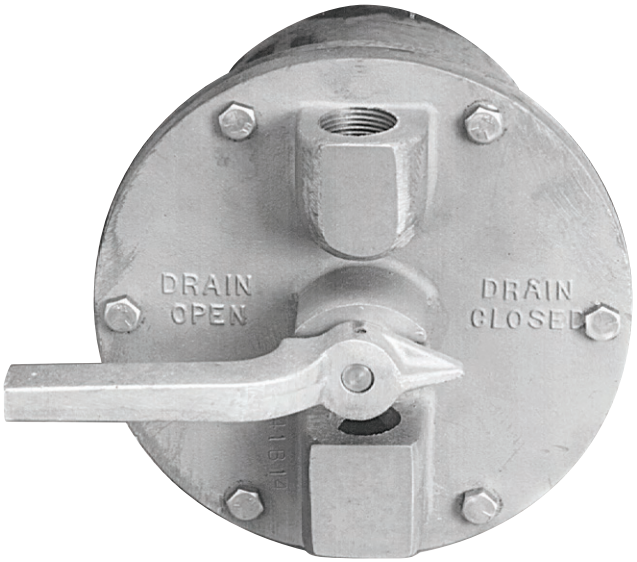
VAREC BIOGAS 246 Series
LOW PRESSURE MANUAL DRIP TRAP

The 246 Series Drip Traps are designed for the collection and safe manual removal of condensate from gas.

Introduction

The Varec Biogas 246 Series Drip Traps are designed for the manual collection and safe removal of condensate from gas. Condensate removal from gas piping systems is necessary to protect piping and equipment from possible damage caused by corrosion or water hammer. In addition, water lying in low spots in the pipe can restrict gas flow resulting in increased pressure drop. Varec Biogas drip traps should be installed at all low points in horizontal pipe runs for convenient removal of accumulated condensate.

The Series 246 Drip Trap is suitable for working pressures up to 5 psig (34.5 kPa). For systems with higher pressure ratings, see the product data sheet for Varec Biogas 247 Series High Pressure Drip Traps.



Operation

The Varec Biogas 246 Series Drip Traps are designed to prevent gas from escaping while draining. The disc, ports, and “O” ring seals are positioned to block gas before opening the drain outlet ensuring that gas does not escape. Simple rotation of the 246 Series handle allows accumulated condensate in the drip trap reservoir to be drained manually. The disc position ensures that when the trap is draining, the inlet port is blocked.

For installations that are not easily accessible to manual operation, the 246AT Model drip trap is available. See Product Data Sheet for the 246AT.

Design Features

- Corrosion Resistant Aluminun Construction
- All 316 SS Construction (Option)
- Positive Seal Against Gas Escape
- 2.5 and 6 Quart Reservoir Capacity
- 5 psig (34.5 kPa) Working Pressure
- Manual Operation

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Specifications

Dimensions and Weight, inches [mm] and lbs. (kg)

Sized Code	2	6
A	7 [178]	7 [178]
B	8 3/4 [222]	8 3/4 [222]
C	11 3/8 [171]	12 3/8 [314]
D	6 3/4 [171]	7 3/4 [197]
Shipping Weight (AL)	13 (5.9)	17 (7.7)
Shipping Weight (SS)	32 1/2 (14.7)	42 1/2 (19.3)

Connections
Inlet and Outlet 1" NPT Threaded

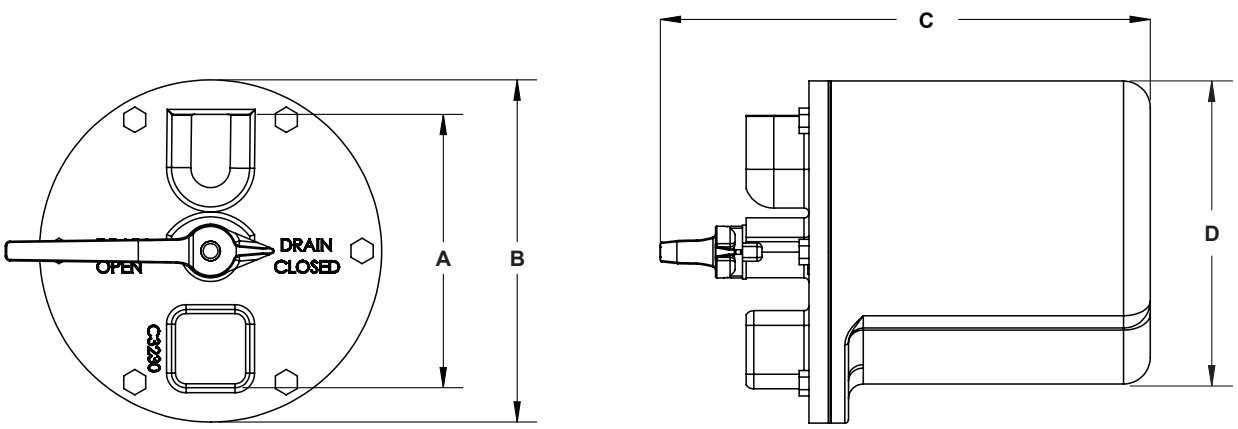
Materials
Body, Cover Plate, Disc & Handle
- 356 T6 Low Copper Cast Aluminum
- All 316 SS (Option)

Internal Parts & Hardware
Stainless Steel

"O" Rings
Neoprene

Maximum Working Pressure
5 psig (34.5 kPa)

Reservoir Sizes
2.5 Quart (2.4 L)
6.0 Quart (5.7 L)



Ordering Information

Model	Description
246	Low Pressure Manual Drip Trap

Code	Size
2	2.5 Quart (2.4L)
6	6.0 Quart (5.7L)

Code	Material (Body/ Cover)
*	Leave Blank When Ordering Standard Aluminum Construction with Anodized Disc
SS	All 316 SS Construction

246 6 * (Example)

Example: 6 Quart Low Pressure Manual Drip Trap, Standard Aluminum

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RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Giachino Chiaramonte

Giachino Chiaramonte, Chief of Police

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: April 15, 2026

Agenda Number: D-1

SUBJECT:

Phyllis's Garden Soft Interview Room Memorandum of Understanding

RECOMMENDATION:

Adopt a Resolution approving a Memorandum of Understanding with Phyllis's Garden Non-Profit organization and authorizing the City Manager to execute the agreement

SUMMARY:

The Police Department (MPD) seeks City Council (Council) authorization to enter into a Memorandum of Understanding (MOU) authorizing the use of one of four current interview rooms to become a dedicated Soft Interview Room.

DISCUSSION:

MPD has four dedicated interview rooms. Entering into this agreement with Phyllis's Garden Non-Profit would dedicate one of the four to providing a welcoming environment for victims to be interviewed by detectives who have received trauma-informed interview training. This room must strictly be used for victims; at no point could it be utilized for suspects, custodial interrogations, administrative meetings or a general workspace. MPD would agree to accept furniture and décor from Phyllis's Garden and display their logo within the room. MPD would also agree to before-and-after photography and coordinate an unveiling of the finished project. This is an opportunity for a low-cost enhancement to victims' services at police headquarters.

Phyllis's Garden is a non-profit whose mission is to empower survivors of sexual assault through victim advocacy, education, strategic initiatives, and collaborative efforts. Their goal in collaborating with MPD is to provide survivors with an environment where they feel empowered to share their story, dismantle stigmas, and find hope.

FINANCIAL IMPACT:

Phyllis' Garden does not request funding from MPD or the City of Madera to complete this project. The only financial obligation would be routine facility care and consumable restocking (snacks, water, tissues, etc.)

ALTERNATIVES:

Council may decline to enter into the MOU and the interview rooms would stay in their current form. Furthermore, Council may request additional information

ATTACHMENTS:

1. Resolution approving the Phyllis's Garden MOU
2. Exhibit A: Memorandum of Understanding

RESOLUTION NO. 26-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING AN OPERATIONAL AGREEMENT ESTABLISHING COORDINATION OF A SOFT INTERVIEW ROOM WITH PHYLLIS'S GARDEN NON-PROFIT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT

WHEREAS, the Police Department (MPD) and Phyllis's Garden Non-Profit mutually recognize the importance of providing trauma informed spaces to violent crime victims; and

WHEREAS, the operational agreement establishes defined roles and responsibilities between the two agencies to ensure that victims of violent crime have a welcoming environment that encourages reporting, supports victims, and facilitates effective investigations; and

WHEREAS, the agreement outlines cooperative efforts, including receiving and assembling furniture, sharing before-and-after photos of the space, coordinating an unveiling, and stocking the room with basic consumables; and

WHEREAS, the operational agreement is effective April 30, 2026, through April 30, 2027; and

WHEREAS, the City Council of the City of Madera desires to reaffirm its commitment to the empowerment and support of violent crime victims.

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

1. The above recitals are true and correct.

2. The City Council approves the Operational Agreement with the Phyllis's Garden Non-Profit, attached as Exhibit A.

3. The City Manager is authorized to execute the agreement on behalf of the City.

4. This resolution is effective immediately upon adoption.

* * * * * * * *

Exhibit A

MEMORANDUM OF UNDERSTANDING
Phyllis's Garden Soft Interview Room

This **Memorandum of Understanding** ("MOU") is entered into between **Phyllis's Garden**, a California nonprofit organization, and the **Madera Police Department**, a public law enforcement agency of the State of California.

Purpose

This MOU establishes a collaborative partnership to create a **Phyllis's Garden Soft Interview Room**—a trauma-informed space dedicated exclusively to **victims of sexual assault and other traumatized victims of violent crime**. The goal is to provide a welcoming environment that encourages reporting, supports victims, and facilitates effective investigations.

Use of the Soft Interview Room

The Soft Interview Room shall:

- Be used **exclusively for victims and vulnerable witnesses**
- **Never** be used for suspects, custodial interrogations, administrative meetings, or general workspace
- Be maintained as a calm, victim-centered environment

Agency Eligibility and Requirements

By signing this MOU, the **Madera Police Department** confirms that it:

- Has a space dedicated **100% for use by victims**
- Assigns detectives who have received **trauma-informed interviewing training** through approved providers
- Has obtained **command-level approval** (Chief, Captain, Station Commander or equivalent)

Responsibilities of Phyllis's Garden

Phyllis's Garden agrees to:

- Collaborate on trauma-informed **Soft Interview Room** design and implementation
- Operate solely through community donations
- **Not request or accept funding** from the **Madera Police Department**

Responsibilities of the Madera Police Department

The **Madera Police Department** agrees to:

- Accept and store delivered furnishings (Monday-Friday deliveries)
- Assemble furniture and arrange the room with virtual guidance, if located more than 100 miles from Elk Grove, CA
- Allow installation of wall décor and display of the **Phyllis's Garden** logo
- Permit before and after photography for media and website use
- Coordinate a room unveiling or dedication, including invited survivors and donors
- Maintain the room and restock basic consumables (such as water, snacks, tissues)

Financial Terms

- **Phyllis's Garden** does not request funding from the **Madera Police Department**.
- All furnishings, artwork and decorative materials become the exclusive property of the **Madera Police Department** upon installation and completion of the **Phyllis's Garden Soft Interview Room**.
- No financial obligation is created beyond routine facility care and consumable restocking (consumables at the discretion of the **Madera Police Department**).
- This MOU is to terminate on April 30, 2027, which is one year from the installation date of April 30, 2026.

Signatures of Agreeing Parties

Phyllis's Garden

Name:_____

Signature:_____

Title:_____

Date:_____

Madera Police Department

Name:_____

Signature:_____

Title:_____

Date:_____

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Arnoldo Rodriguez, City Manager

Council Meeting of: April 15, 2026

Agenda Number: D-2

SUBJECT:

Rescind the naming of the Cesar Chavez Plaza

RECOMMENDATION:

Adopt a Resolution rescinding Resolution No. 96-71, which designated the plaza located on North E Street between Yosemite Avenue and East 5th Street as "Cesar Chavez Plaza"

SUMMARY:

On May 15, 1996, the City Council adopted Resolution No. 96-71 naming the plaza located on North E Street between Yosemite Avenue and East 5th Street as Cesar Chavez Plaza in honor of Cesar Chavez and his contributions to farm workers and civil rights.

This item provides the City Council with the opportunity to evaluate whether rescinding the prior naming action is appropriate and to consider whether any future renaming is warranted.

DISCUSSION:

In recent weeks, allegations have emerged from individuals asserting misconduct by Cesar Chavez during his lifetime. These allegations, which have gained broader public attention, are serious in nature and involve claims of harm to vulnerable individuals.

As a result of the claims the State of California has already taken action to officially rename the state-recognized "Cesar Chavez Day" to "Farmworker's Day." Many local jurisdictions are also moving forward to rename various landmarks and public spaces. These include Fresno (removing Chavez's name from a prominent boulevard), San Francisco and Sacramento (removing the name from landmarks and festivals), Los Angeles (renaming the City's holiday to Farm Worker's Day), and San Jose (removing the name from all City-owned sites, include the Plaza de Cesar Chavez)

While such claims remain outside the City's ability to verify or adjudicate, their emergence has prompted reconsideration of whether maintaining the current designation continues to reflect the values and expectations of the community.

Resolution No. 96-71 was adopted by the City Council to formally designate the plaza on North E Street, between Yosemite Avenue and East 5th Street, as "Cesar Chavez Plaza."

The resolution cited several accomplishments and attributes of Cesar Chavez, including:

- Founding what would become the United Farm Workers;
- Advancing collective bargaining rights for farm workers across multiple States;
- Leading national boycotts and advocacy efforts that garnered widespread support;
- Promoting nonviolence consistent with the principles of Mahatma Gandhi and Dr. Martin Luther King, Jr.; and
- Contributing to expanded opportunities for Latino communities.

The naming was intended to honor a legacy of service, sacrifice, and civil rights leadership, and to establish the plaza as a symbolic gathering place within the City's downtown.

Recently, allegations have surfaced publicly from individuals claiming misconduct by Cesar Chavez during his lifetime. These reports have been discussed in public and media forums and have contributed to increased awareness and concern within some segments of the community.

Key considerations include:

- The allegations are serious in nature and involve claims of harm to vulnerable individuals;
- They have emerged long after the individual's lifetime;
- The City is not positioned to investigate, verify, or refute such claims; and
- The presence of these allegations has led to questions regarding the continued appropriateness of honoring the individual through a City facility name.

Based on the severity of the allegations that have recently come to light, staff exercised discretion to remove the "Cesar Chavez Plaza" signage on March 19, 2026, pending City Council direction regarding the formal designation of the plaza.

FINANCIAL IMPACT:

The costs associated with removing his name are nominal. Staff previously removed the two signs, thus no additional costs are expected.

These costs are anticipated to be minimal and can be accommodated within existing departmental budgets.

ALTERNATIVES:

Council retains full discretion with respect to the naming of City-owned facilities. Should the Council choose to rescind Resolution No. 96-71, it is not legally obligated to immediately rename the plaza. The Council may:

- Leave the plaza unnamed;
- Consider a new name at a later date; or
- Initiate a broader public or policy-driven naming process.

ATTACHMENTS:

1. Resolution
2. Resolution 96-71 (to be rescinded)
3. Map of plaza

Attachment 2: To be rescinded

RESOLUTION NO. 26-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA RESCINDING RESOLUTION NO. 96-71 WHICH NAMED THE PLAZA LOCATED ON NORTH E STREET BETWEEN YOSEMITE AVENUE AND EAST 5th STREET AS "CESAR CHAVEZ PLAZA"

WHEREAS, on May 15, 1996, the City Council of the City of Madera adopted Resolution No. 96-71 naming the plaza located on North E Street between Yosemite Avenue and East 5th Street as "Cesar Chavez Plaza" in honor of Cesar Chavez; and

WHEREAS, the naming of public facilities is a discretionary legislative act of the City Council intended to reflect the values and priorities of the community; and

WHEREAS, in recent years, allegations have emerged from individuals asserting misconduct by Cesar Chavez during his lifetime, which have been reported in public forums and have generated community awareness and concern; and

WHEREAS, the City Council is not in a position to investigate, verify, or adjudicate such allegations; however, the Council finds it appropriate to reevaluate prior naming actions in light of information that may affect community perception and the continued suitability of honoring an individual through the naming of public property; and

WHEREAS, rescinding a naming designation does not constitute a finding of fact regarding any allegations, but rather reflects a policy determination by the City Council based on current community standards and considerations; and

WHEREAS, the City Council retains full discretion to name, rename, or leave unnamed any City-owned facility and is not obligated to designate a new name upon rescission of a prior naming action.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Madera as follows:

1. Rescission of Prior Action. Resolution No. 96-71 is hereby rescinded in its entirety.
2. Removal of Designation. The designation of the plaza located on North E Street between Yosemite Avenue and East 5th Street as "Cesar Chavez Plaza" is hereby removed.
3. No Requirement to Rename. The City Council is not required to designate a new name for the plaza and may, at its discretion, consider a future naming action or leave the plaza unnamed.
4. This resolution is effective immediately upon adoption.

*****

RESOLUTION NO. 96 - 71

Resolution of the City Council of the City of Madera to Name the Plaza located on "E" Street, Between Yosemite Avenue and Fifth Street, "Cesar Chavez Plaza"

Whereas, Cesar Chavez, in 1962, resigned a paid job and moved his wife and eight small children to Delano, California, to found what would later become the United Farm Worker's Union; and

Whereas, this Union was the first to win collective bargaining for farm workers, covering in excess of 80,000 workers in California, Arizona, and Florida during the 1980's; and

Whereas, against great odds, Cesar Chavez led a successful five-year boycott that rallied millions of supporters to the United Farm Workers and forged a national coalition of support which included unions, church groups, students, minorities, and consumers; and

Whereas, Cesar Chavez led a life of sacrifice to improve farm worker conditions, including fasts in 1968 to reaffirm UFW's commitment to nonviolence and in 1988 to protest the pesticide poisoning of grape workers and their children; and

Whereas, by his commitment to the principle of nonviolence as practiced by M.K. Ghandi and Dr. Martin Luther King, Cesar Chavez extended his influence well beyond farm worker issues, enabling millions of urban Latinos to achieve educational, housing, and political opportunities; and

Whereas, in 1994, President William Clinton awarded the Presidential Medal of Freedom to Helen Chavez, the widow of Cesar Chavez; and

Whereas, the Madera City Council earnestly desires to honor and provide a place for future generations to remember a man who, by personal example and sacrifice, not only served farm workers, but preserved equality of opportunity for all; and

Whereas, the plaza on E Street, between Yosemite and Fifth streets, is the centerpiece of Madera's downtown revitalization and will be a gathering place for all who live or travel through Madera due to its proximity to the Intermodal Transportation Facility.

NOW, BE IT THEREFOR RESOLVED, the Madera City Council names this area **Cesar Chavez Plaza.**

* * * * * * * * * *

PASSED AND ADOPTED by the City Council of the City of Madera this 15th day of May, 1996, by the following vote:

AYES: Councilmembers Nabors, Scalzo, Perez, Armentrout.

NOES: Councilmember Wells.

ABSENT: None.

SAM ARMENTROUT, MAYOR

ATTEST:

EVONNE STEPHENSON, City Clerk

APPROVED AS TO FORM:

JOSEPH A. SOLDANI, City Attorney

Attachment 3: Map of subject plaza



RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Michael Lima, Director of Financial

Arnoldo Rodriguez, City Manager

Council Meeting of: April 15, 2026

Agenda Number: E-1

SUBJECT:

Final allocations for the Program Year 2026/27 Community Development Block Grant and HOME Investment Partnerships Program Annual Action Plan

RECOMMENDATION:

Approve the final allocations for the Program Year 2026/27 Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) Annual Action Plan in the amount of $1,602,179

SUMMARY:

The City is an entitlement grantee for CDBG and HOMF funds as administered by the U.S. Department of Housing and Urban Development (HUD). HUD requires entitlement grantees to adopt a comprehensive, long-term plan known as the Five-Year Consolidated Plan (Con Plan). HUD annually allocates CDBG and HOME funding to participating jurisdictions. Each year, the City is eligible to apply for and receive the funds through the development and submittal of an Annual Action Plan (AAP), which addresses the needs identified in the Fiscal Years (FYs) 2025-2029 Con Plan.

The Program Year (PY) 2026/27 AAP is the 2nd of 5 Action Plans that will support FYs 2025-2029 Con Plan. The funding proposed in the PY 2026/27 AAP consists of multiple funding resources, including the current CDBG and HOME allocations as well as unexpended Revolving Loan program income funds, for the projects listed in the plan

Staff is recommending acceptance of HUD's final program allocations for the CDBG and HOME programs to implement the projects outlined in the PY 2026/27 AAP.

DISCUSSION:

The FYs 2025-2029 Con Plan analyzes the City's housing and community development needs, with a priority focus on low-and-moderate income individuals, households, and neighborhoods, and describes long term strategies for meeting those needs.

The local funding priorities identified through the community participation process for the FYs 2025-2029 Con Plan include:

- Increase in Affordable Housing (advance the development of affordable housing and owner-occupied rehabilitation)
- Enhance Public Improvements and Public Infrastructure (enhance the quality and use of Madera's physical infrastructure)
- Address Homeless Needs and Services (addressing the individual families that are experiencing homelessness and preventing others from becoming homeless)
- Improve Public Services (support services for lower income households to obtain and maintain standard affordable housing)
- Community and Economic Development (enhance the economic well-being of all citizens through education and training, employment opportunities, and business development)

The City's guidelines for the allocation and reallocation of funds include following the City's Citizen Participation Process (CPP). The CPP includes issuing a notice providing the public 30 days to review and comment on the proposed funding and holding a public hearing regarding the proposed funding and its allocation. The City posted a notice of public comment on March 4, 2026. The public comment period concluded on April 6, 2026. One public comment was received from the Community Action Partnership Agency of Madera County (CAPMC).

The AAP is a detailed document submitted yearly that outlines the specific goals, and objectives, and actions needed to achieve the strategic goals that were set in the Consolidated Plan.

The deadline to submit the PY 2026/27 AAP to HUD is May 15, 2026.

Funding Sources

CDBG

The City is a CDBG entitlement jurisdiction that receives an annual funding allocation. Each year, the City is eligible to apply for and receive the funds through the development and submittal of an AAP. Activities proposed in the AAP must support a local priority as defined in the FYs 2025-2029 Con Plan and meet, at a minimum, one of the HUD's National Objectives:

1. Benefit to low- and moderate-income (LMI) persons; or
2. Aid in the prevention or elimination of slums or blight; or

3. Meet a need having a particular urgency (referred to as urgent need).

HUD mandates the allocation of funds across three distinct categories, each subject to a specified maximum amount, as part of its expenditure requirements. The funding category allocation amounts must be based on the current year's award. As of the Council meeting on March 18, 2026, PY 2026/27 allocations had not been released by HUD. Therefore, Council's tentative funding recommendations were based on the CDBG PY 2025/2026 allocation ($989,791). HUD released the PY 2026/27 CDBG and HOME allocations on April 3, 2026. The CDBG allocation decreased by approximately 3.3% ($32,694).

The final funding allocations are provided in Table 1.

Table 1: *Eligible funding categories and maximum funding*

Funding Categories	Maximum % per category	Projected Maximum $ per category	Actual Funding Maximum $ per category(1)
Administration	20%	$197,958	$191,419
Public Service	15%	$148,469	$143,565
Capital Projects/Public Improvements	No max.	$643,364	$622,113
Total	100%	$989,791	**$957,097**

(1) On April 3, 2026, the City received notification from HUD of is allocation. Staff initially projected an allocation of $989,791.

Summary of Subrecipient Grant Applications and Council Allocations

On December 8, 2025, the City released a Request for Funding Proposal (RFP) inviting eligible and interested entities to submit applications for the CDBG PY 2026/27 funding cycle. Thirteen applications were received. A summary of proposed allocations follows:

Administration

During its March 18, 2026 meeting, Council unanimously approved tentative allocation recommendations for the Administrative category in the amount $197,958. The updated Program Year 2026/27 eligible allocation is $191,419, which is a decrease of $6,539. A public comment letter was received on March 25, 2026 from CAPMC for Council review and consideration (Attachment B). The letter states CPMC's intentions to rescind both the administration and public service applications. Table 2 below shows the previously approved tentative Administration allocations. As directed by Council, staff is seeking direction to modify the allocation based on the final HUD allocation totals and the withdraw of the CAPMC application.

Table 2: *Program Year 2026/27 Administration Allocations as of March 18, 2026*			
Applicant	Amount Requested by Applicants	Council Tentative Allocations	Proposed Revisions (1)
City Action Plan Administration *Administration to Oversee the CDBG program*	$198,000	$182,958	$191,419
CAPMC – Fresno Madera Continuum of Care *Point-in-Time Count Administration*	$15,000	$15,000	$0
Total	**$213,000**	**$197,958**	**$191,419**
(1) On April 3, 2026, the City received notification from HUD of is allocation. Staff initially projected an allocation of $989,791.			

It should be noted that the Administration monies previously approved for CAPMC go towards the agency's participation in the Fresno Madera Continuum of Care (FMCoC) on behalf of the City. It also supports funding for the personnel who lead the delivery of the local Point in Time (PIT) survey count completed annually in January. As of the time of this writing, staff can conclude the following:

1. The City is not a recipient of funding from the Continuum of Care program. After reviewing 24 CFR 578.99, "Applicability of other Federal Requirements," no federal requirement is identified for the CDBG or HOME programs to participate in the Continuum of Care.

2. Staff consulted with the City's HUD representative to determine if the City is required to participate in a CoC and is subject to the requirements of the PIT survey. The HUD representative confirmed that since the City's Citizen Participation Plan does not include requirements to participate in the FMCoC and the City is not a recipient of CoC funding, there is no PIT survey requirement.

3. Staff reached out to the FMCoC. As of this writing, staff has not received a response. If Council chooses to redistribute the CAPMC allocation to the City for participation in the FMCoC, the cost to participate is approximately $1,000/year, which can be reimbursed with CDBG funds.

It should be noted that while it does not appear, as of the writing of this report, that a PIT is mandatory, it may be in the City's interest to conduct one. Regardless, staff will continue to research the issue and will report to Council.

Public Service

The City received $440,000 in requests for Public Service funds. After deliberation, Council unanimously voted to approve tentative allocation recommendations in the amount of $148,468. The updated PY 2026/27 eligible allocation is $143,565, which is a decrease of $4,903. As mentioned, the public comment letter received March 25, 2026, from CAPMC states that the public service application is being rescinded. Table 3 below shows Council's tentative allocation recommendations for Public Services. As directed by Council, staff is seeking direction to modify the allocations

based on the final HUD allocation totals and the withdraw of the CAPMC application, which is a total of $29,903.

Table 3: *Program Year 2026/27 Public Service Allocations as of March 18, 2026*			
Applicant	Amount Requested by Applicants	Council Tentative Allocations (1)	Proposed Revisions (2)(3)
Community Action Partnership *Housing Stabilization*	$65,000	$25,000	$0
Pequeños Empresarios *Madera Elevate*	$75,000	$0	$0
Project Run Madera *Project Run Madera*	$20,000	$17,500	$17,500
O.L.I.V.E. Charitable Organization *The Bennet House*	$15,000	$15,000	$15,000
United Way-Fresno & Madera Counties *Community -Based Navigation and Support*	$50,000	$17,500	$17,500
Madera County Food Bank *Food Access & Family Support Project*	$150,000	$43,468	$43,468
City of Madera Parks Department *Seniors Nutrition & Recreational Program*	$65,000	$30,000	$30,000
Total	**$440,000**	**$148,468**	**$123,468**

(1) March 18, 2026 City Council meeting.
(2) On April 3, 2026, the City received notification from HUD of is allocation. Staff initially projected an allocation of $989,791.
(3) (3)The total in this column only reflects the elimination of the CAPMC allocation. The overall reduction of $4,903 in funding for this category is not reflected. Staff is seeking direction on the reallocation of a total of $29,903 for this category.

Capital Projects/Public Improvements

The Capital/Public Improvements funding category for the PY 2026/27 includes two funding resources. The City received four applications in this funding category for a total of $659,000. The approximate amount available for this funding category is $643,365. The updated PY 2026/27 eligible allocation is $622,113, which is a decrease of $21,251. Council unanimously agreed to the proposed funding for all four projects. Table 4 below provides funding detail for the previously approved Capital Project/Public Improvements funding proposals. As directed by Council, staff is seeking direction to modify the allocation based on the final HUD allocation totals.

Table 4: *Program Year 2026/27 Capital and Public Improvements Allocations*			
Applicant	Amount Requested by Applicants	Council Tentative Allocations (1)	Proposed Revisions (2) (3)
City Public Works *Sidewalk and ADA Corner Ramp (2026)*	$230,000	$230,000	$230,000
City of Madera Parks Department *Horseshoe Pits- Design*	$51,000	$51,000	$51,000
City of Madera Parks Department *Clinton Street Widening*	$78,000	$78,000	$78,000
City of Madera Parks Department *Demolition Project: Mexican-American & CASA Buildings*	$300,000	$284,365	$284,365
Total	**$659,000**	**$643,365**	**$643,365**

(1) March 18, 2026 City Council meeting.
(2) On April 3, 2026, the City received notification from HUD of is allocation. Staff initially projected an allocation of $989,791.
(3) The overall reduction of $21,251 in funding is not reflected. Staff is seeking direction on the reallocation of $21,251 for this funding category.

In total, there is $32,964 of this PY's CDBG allocation that is available for reallocation. Staff is seeking Council direction for the allocation of the $32,964, while incorporating the public comment received from CAPMC. The following options are noted for Council consideration:

1. Council may reallocate the entire public service funding allocation in the amount of $143,565.
2. Council may elect to allocate the CAPMC award in the amount of $25,000 to another Public Service application or group of Public Service applications.
3. Council may elect to not allocate the CAPMC award in the amount of $25,000 to a Public Service application, and instead may elect to allocate the CAPMC award ($25,000) to a Capital Project application.

Unexpended Funds

During the Council meeting on March 18, 2026, Council approved the reallocation of CDBG-Revolving Loan Program Income to the reconstruction of the City's Centennial Park Pool. Table 5 provides funding detail.

Table 5: *Proposed Allocation of the CDBG-RLF Program Income as of March 18, 2026*				
Funding Source	Reallocation Project	Amount to Reallocate	Council Tentative Allocation (1)	Proposed Revision
CDBG-RLF Program Income	City Parks *Centennial Park Pool*	$239,322	$239,322	$239,322

(1) March 18, 2026 City Council meeting.

There are no changes from the proposed funding reallocation.

Home Investment Partnership Program Funds

The City is an entitlement jurisdiction for HOME funds. The updated Program Year 2026/27 eligible allocation is $450,760, which is an increase of $52,203.

An eligible HOME project must be a form of an affordable housing activity and serve low-moderate income families. Eligible activities for HOME funds are:

- Housing rehabilitation
- New construction of affordable housing units
- Acquisition and rehabilitation
- Multifamily projects
- New construction
- Down payment assistance programs
- First-time homebuyer down payment assistance
- Owner occupied rehabilitation
- Tenant-based rental assistant programs
- Predevelopment loans to CHDOs

The FYs 2025-2029 Con Plan found that affordable housing is the number one priority needed in the City. Therefore, staff is proposing HOME funds in the amount of $365,184 for affordable housing projects. The remaining balance of $40,576 will be allocated to the administration of Project HOME.

FINANCIAL IMPACT:

This allocation will not have an impact on the General Fund. The City will administer the CDBG and HOME grants with current City staff. All of the CDBG and HOME monies mentioned in this staff report will be included in the Fiscal Year 2026/27 Proposed City Budget for Council consideration. It should be noted that failure to meet HUD's submission deadline of May 15, 2026, may result in reduction or loss of federal funding.

ALTERNATIVES:

As an alternative, to the proposed funding recommendations, Council may:

1. Reject the proposed funding allocations.
2. Adjust the proposed funding allocations.
3. Develop new allocations.

ATTACHMENTS:

1. Attachment A: PY 2026/27 BGC Allocation Proposals
2. Attachment B: Public Comment Letter - CAPMC

Attachment A

City of Madera 2026/27 Proposed Allocations
Community Development Block Grant Programs and Projects

Activity Type	Estimated Maximum Allocation	Proposal	Amount Requested		Block Grant Commission Funding Proposals 03/02/26	City Council Proposals 03/18/26	Mayor Proposal	Mayor Pro Tem Zacharia	Councilmember Rodriguez	Councilmember Montes	Councilmember Evans	Councilmember Mejia	Councilmember Villegas	City Council Final Funding Allocations 05/06/26	Max. Remaining Funds
Administration	**$ 197,958**	City of Madera CDBG Administration	$ 198,000.00		$ 182,958.00	$ 182,958.00									
		CAPMC Fresno Madera Continuum of Care Point-In-Time Administration	$ 15,000.00		$ 15,000.00	$ 15,000.00									
		Total Administration:	**$ 213,000.00**		$ 197,958.00	**$ 197,958.00**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$0**

Activity Type	Estimated Maximum Allocation	Proposal	Amount Requested		Block Grant Commission	City Council Proposals 03/18/26	Mayor Proposal	Mayor Pro Tem Zacharia	Councilmember Rodriguez	Councilmember Montes	Councilmember Evans	Councilmember Mejia	Councilmember Villegas	City Council Final Funding Allocations 05/06/26	Max. Remaining Funds
Public Services	**$ 148,469**	Community Action Partnerhsip Housing Stabilization	$ 65,000.00		$ 30,000.00	$ 25,000.00			$ (5,000.00)		$ 20,000.00				
		City Parks Dept. Seniors Nutrition & Recreational Program	$ 65,000.00		$ 30,000.00	$ 30,000.00					$ 30,000.00				
		O.L.I.V.E Charitable Organization The Bennet House	$ 15,000.00		$ 15,000.00	$ 15,000.00	$ -				$ 15,000.00				
		Pequenos Empresarios Madera Elevate	$ 75,000.00		$ -	$ -	$ -				$ -				
		Project Run Project Run Madera	$ 20,000.00		$ 15,000.00	$ 17,500.00	$ -		$ 2,500.00		$ 20,000.00				
		United Way- Fresno & Madera Counties Community-Based Navigation and Support	$ 50,000.00		$ 15,000.00	$ 17,500.00	$ -		$ 2,500.00		$ 20,000.00				
		Madera County Food Bank Food Access & Family Support Project	$150,000		$ 43,468.00	$ 43,468.00	$ -		$ -		$ 43,468.00				
		Total Public Services:	**$ 440,000.00**		$ 148,468.00	**$ 148,468.00**	**$ 148,468.65**	**$ 148,468.65**	**$ 148,468.65**	**$ 148,468.65**	**$ 0.65**	**$ 148,468.65**	**$ 148,468.65**	**$ -**	**$ 1**

Activity Type	Estimated Maximum Allocation	Proposal	Amount Requested		Block Grant Commission	City Council Proposals 03/18/26	Mayor Proposal	Mayor Pro Tem Zacharia	Councilmember Rodriguez	Councilmember Montes	Councilmember Evans	Councilmember Mejia	Councilmember Villegas	City Council Final Funding Allocations 05/06/26	Max. Remaining Funds
Capital/Public Improvements	**$ 643,364**	City Public Works Sidewalk and ADA Corner Ramp (2026)	$ 230,000.00		$ 230,000.00	$ 230,000.00									
		City Parks Dept. Horseshoe Pits, Design	$ 51,000.00		$ 51,000.00	$ 51,000.00									
		City Parks Dept. Clinton Street Widening	$ 78,000.00		$ 78,000.00	$ 78,000.00									
		City Parks Dept. Demolition Project- Mexican American & Casa Buildings	$ 300,000.00		$ 284,365.00	$ 284,365.00									
		Total Capital Projects/Public Improvements:	**$ 659,000.00**		$ 643,365.00	**$ 643,365.00**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ (1)**

Total Projected Funding	**$ 989,791.00**

Attachment B

Addressing the Needs of our Community Since 1965

Helping People, Changing Lives.

community Action PARTNERSHIP OF MADERA COUNTY

March 25, 2026

City Council CDBG Public Comment
citycouncilpubliccomment@madera.gov

CDBG Administration and Community Support has been one of the first fundings CAPMC received to provide services to the unhoused. CAPMC appreciates the support from the City Council Members and staff. The 2026 CDBG discussion during the last regular meeting raised concerns for CAPMC.

On behalf of Community Action Partnership of Madera County, Inc. (CAPMC), I am writing to formally notify the City of Madera of my decision to rescind our applications for the Community Developments Block Grant (CDBG) Housing Stabilization Program in the amount of $65,000 and $15,000 for the Administration application to participate in the Fresno Madera Continuum of Care on behalf of the City of Madera.

CAPMC has a long-standing history of effectively utilizing CDBG funds to directly support low-income individuals and families in our community. In the last two years, CAPMC has been allocated approximately $100,000 in Housing Stabilization funding. These resources have been critical in helping us provide rental and utility assistance to households facing housing instability and homelessness.

During this current program year, to date, CAPMC has assisted 59 unduplicated households, with a variety of services ranging from security deposits, emergency rental assistance, stabilization of housing for homeless as well as utility assistance to prevent service disconnection and ensure safe living conditions. As a result of this support, 100% of households served were able to maintain stable housing and avoid eviction, demonstrating the effectiveness of targets, short-term financial assistance.

The impact of this program is best reflected through the experiences of the individuals and families we serve. For example, one household, a young family with a newborn was facing eviction due to a temporary loss of employment. Through CDBG assistance, they were able to remain housed. In another instance, a household with a fixed income was at risk of losing essential utilities.

1225 Gill Avenue • Madera, CA 93637 • www.maderacap.org
Administration / Community Services (559) 673-9173 • Fax (559) 673-3223
Child Care Alternative Payment and Resource & Referral Program (559) 661-0779 • Fax (559) 661-0764
Head Start Child Development Services (559) 673-0012 • Fax (559) 661-8459
Fresno Migrant Head Start • 4610 W. Jacquelyn Ave • Fresno, CA 93722 • (559) 277-8641 • Fax (559) 277-2640
Victim Services Center • 812 W. Yosemite Avenue, Suite 101 • Madera, CA 93637 • (559) 661-1000 / (800) 355-8989 • Fax (559) 661-8389

With timely utility assistance, the household was able to maintain safe living conditions and avoid a crisis that could have led to displacement or serious health risks. Additionally, a family experiencing housing instability was able to stabilize their situation with several months of rental support, allowing the head of household to secure consistent employment and move toward long-term self-sufficiency.

For this funding cycle, CAPMC submitted a request for $65,000 to continue and expand these critical services. However, the proposed award of $25,000 significantly limits our ability to meet the growing needs within our community. Based on current program costs, the requested funding would have allowed CAPMC to serve additional households in crisis, while the reduced award will substantially limit the number of families we can assist and the level of support we can provide.

CAPMC's CDBG-funding programs consistently produce measurable outcomes that align with community priorities, including homelessness prevention, housing stability, and improved health and well-being. By helping households remain housed and maintain utilities, the program reduces reliance on emergency shelters, healthcare services, and other crisis systems, ultimately contributing to more stable and healthier community. Given the significant reduction in funding and the resulting limitation on program impact,

After watching the City Council Meeting CAPMC has made the decision to rescind its application for this funding cycle as the amount allocated is not sufficient to meet the needs for housing stabilization. This decision reflects our commitment to ensuring that programs are implemented at a level that is both effective and meaningful for the community we serve. Future housing stabilization requests from residents residing within the City will be directed to the City/City Council Member for support.

CAPMC will not lead the HUD required Point in Time Count for Madera in 2027.

CAPMC is committed to seeking other funding to serve the residents of OUR community.

Thank you,

Mattie Mendez

Mattie Mendez, Executive Director

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Groundwater Sustainability Agency

Approved by:

Keith Helmuth, Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: April 15, 2026

Agenda Number: E-2

SUBJECT:

Domestic Well Mitigation Program (DWMP) Updates

RECOMMENDATION:

Receive presentation from John Davids with regard to the Domestic Well Mitigation Program (DWMP)

SUMMARY:

Mr. Davids will provide a presentation summarizing the current status of the DWMP.

DISCUSSION:

City Council (Council) has considered multiple topics related to the DWMP. Consideration has included the original attempts by the Groundwater Sustainability Agency (GSA) Coordination Workgroup (Workgroup) to develop a program that included all GSAs within the Madera Subbasin. As the discussions between GSAs continued, it became clear that a DWMP that included all GSAs would not be possible. Alternatives for a DWMP with other GSAs that included the County, MID and MWD GSAs eventually coalesced into a DWMP that included the City, Madera Irrigation District (MID) and Madera Water District (MWD) GSA. The City, MID and MWD GSAs are very near the point in which it becomes active. Mr. Davids will provide an update on the current status of the DWMP, the process in which property owners can apply for assistance, approval of applications, selection of pre-qualified well drillers, and the timelines in which the process is intended to follow.

Mr. Davids and his firm have been closely tied to the preparation of the Groundwater Sustainability Plan (GSP) and multiple other aspects of the Madera Subbasin meeting the requirements of the Sustainable Groundwater Management Act (SGMA). As such, he represents a good source of feedback to questions that the City Council may have.

FINANCIAL IMPACT:

There are no financial impacts to the General Fund or Water fund as a result of this presentation.

ALTERNATIVES:

None - This report does not include topics of discussion that might be subject to alternatives.

ATTACHMENTS:

None

RETURN TO AGENDA

Madera City Council Meeting
April 15, 2026
Agenda Item E-3

E-3 Selecting Recipients for May Proclamations

Recommendation: Request for Council's Selection of Recipients for the Proclamation Recognizing National Foster Care Awareness Month, Relay for Life, and Letter Carrier's Stamp Out Hunger Food Drive Day (Report by Alicia Gonzales)

There is no written report for this item.

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Alicia Gonzales, City Clerk

Arnoldo Rodriguez, City Manager

Council Meeting of: April 15, 2026

Agenda Number: E-4

SUBJECT:

Discussion and Direction Regarding Participation Rules for the Woman of the Year Program

RECOMMENDATION:

This report was prepared at the direction of the City Council (Council) to facilitate discussion on participation guidelines for the Woman of the Year event

SUMMARY:

The Woman of the Year program, initiated in 2022, has become an annual recognition held during a City Council meeting in observance of Women's History Month. The program honors individuals selected by members of the City Council, with each Councilmember typically selecting one honoree from their district.

Participation in the program has traditionally been optional, with costs covered through each participating Councilmember's district annual budget. As Council is aware, each Councilmember is provided $800 per fiscal year to allocate at their discretion per City guidelines.

At the March 18, 2026, meeting, the City Council directed staff to return with an item to allow for discussion on participation expectations and program guidelines.

FINANCIAL IMPACT:

There is no direct financial impact associated with this report. Costs associated with the Woman of the Year program are currently funded through individual Councilmember district allocations. Any changes to participation or program structure may impact future costs.

ALTERNATIVES:

The City Council may choose to provide alternative direction, including maintaining the current program format, modifying participation expectations, or establishing formal guidelines for future implementation.

ATTACHMENTS:

None.